

Select Declaration Page

Applicant Name			Contract Number		
Address		City	State	Zip	
E-Mail Address		Phone			
Seller Name		Phone	Vendor ID		
Seller Address		City	State	Zip	
Contract Purchase Date	Vehicle Purchase Date		Contract Purchase Price		
Odometer Reading	Year	Make	Model		
Vehicle Identification Number (VIN)			Lienholder		
Term	Deductible	Waiting Period	Plan Code	Vehicle Class	
SURCHARGES <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Commercial Use <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Hybrid Vehicle					

The **Registered Owner** whose signature appears below acknowledges that:

- (1) This **Contract** is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this **Vehicle**.
- (2) This Declaration Page together with the Terms and Conditions constitute **Your Vehicle Service Contract**.
- (3) The **Contract** expires according to the term shown on the Declaration Page as defined in "General Terms", paragraph 1.
- (4) The components and parts covered under this **Contract** are listed under the section entitled "Coverage" in the Terms and Conditions section of this **Contract**.
- (5) To file a claim in the event of a **Breakdown**, **You** must follow the instructions listed under the section entitled "What to Do in the Event of Failure."
- (6) In order to keep this **Contract** in force, **You** must have the **Vehicle** serviced as indicated in the Maintenance Requirements, paragraph 7 under the "General Terms" section of this **Contract**.
- (7) **You** have the right to cancel this **Contract** and receive a refund as indicated under the section entitled "Cancellation of **Vehicle Service Contract**."
- (8) This Contract is a vehicle service contract that provides limited coverage/benefits and the non-covered items are listed under the section entitled "Exclusions."
- (9) **You** have read and understand the Limits of Liability, paragraph 4 under the "General Terms" section of this **Contract**.
- (10) **You** accept the provisions of the Arbitration clause as stated in paragraph 9 of the "General Terms" section of this **Contract**.

For Washington Residents:

Washington Disclosures:

- (1) In order to maintain Coverage under this Contract, Vehicle must be serviced as indicated in the section entitled "MAINTENANCE REQUIREMENTS" in the Terms and Conditions.
- (2) To file a claim in the event of a Failure, follow the instructions listed under the section entitled "REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING."
- (3) The components, work and parts covered under this Contract are listed under the section entitled "COVERED COMPONENTS" for the level of Coverage indicated on the Application Page and Identification Card.
- (4) GENERAL TERMS. Item A and H outlines Your responsibilities regarding maintenance requirements and time and mileage limitations.
- (5) The implied warranty of merchantability is not waived if this Contract is purchased within ninety (90) days of the purchase date of the Vehicle from the provider of service contract seller who also sold You the vehicle.
- (6) This Contract does not cover a number of exclusions which are listed under the section entitled "EXCLUSIONS."
- (7) This Contract can be canceled and a refund received as indicated under the section entitled "CANCELLATION OF VEHICLE SERVICE CONTRACT." Item number five (5) is deleted in its entirety. After ten (10) days the cancellation fee for motor vehicle service contracts is \$25.00. Upon Our receipt of a refund request, a refund will be issued in a timely manner. A 10% penalty per pro rata refund will be added if refund is not paid within 30 days of receipt.

The undersigned purchaser of this Contract acknowledges that parts and labor benefits are subject to the waiting period stated above ____
I hereby declare that I have read the terms of this Application & Contract and I understand and accept all the provisions herein.
(For Oregon Residents: I hereby declare that I have read the terms of this Application & Contract and I understand and accept all the provisions herein, unless otherwise superseded by a state specific disclosure listed under "Special State Requirements/Disclosures".)

Applicant's Signature

Date

Seller Representative's Signature

Date

Administered by: Royal Administration Services, Inc., 51 Mill Street, Hanover, MA 02339, (800) 871-0467 FL License #60109
This Contract is between You, the Purchaser and AMT Warranty Corp., the Provider.
In Florida, the Provider is Wesco Insurance Company, FL License #01913

NOTE TO THE CUSTOMER

**THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED
REGISTRATION PAGE ACCOMPANIES THIS CONTRACT BOOK**

Thank You.

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“SELECT” Vehicle Service Contract

Terms and Conditions

1. DEFINITIONS

Administrator – Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339 is the **Administrator** of this Contract.

Breakdown – The failure of any **Covered Part** to perform the function for which it was intended due to defects in material and workmanship. Gradual reduction in operating performance due to the natural and inherent wear characteristics of automotive parts, where no failure has occurred, will not be considered a **Breakdown**.

Contract – refers to this Vehicle Service **Contract** which **You** purchased to protect Your Vehicle.

Covered Component – Any part or component listed in the Coverage section of this **Contract**. The listed parts must be the original equipment on **Your Vehicle** or like replacement parts meeting the manufacturer’s specifications. Any **Covered Components** which have been repaired or replaced prior to the **Effective Date** of this **Contract** must have been repaired or replaced by a state licensed mechanic.

Covered Repair – means a repair to a **Covered Component** as approved by the **Administrator**.

Deductible – refers to the **Deductible You** must pay, as shown on the Declaration Page of this **Contract**, for each **Covered Repair** visit.

Waiting Period – This **Contract** is subject to a validation period of time and mileage from the **Contract** purchase date. The length of the waiting period is listed on the Declaration Page of this Contract. There is no coverage during the waiting period. Coverage will commence upon the expiration of the waiting period. The **Contract** will expire according to the time and mileage of the plan that **You** have selected. The additional time and mileage contained in the waiting period will be added to the plan’s term.

Expiration Date – The plan expires by time or mileage, whichever occurs first. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the Contract purchase date. Time: The plan expiration is measured from the Contract purchase date.

Vehicle – The **Vehicle** described on the Declaration Page of this Contract which, upon acceptance by the **Administrator**, is covered by this **Contract**.

We, Us or Our – Refers to the **Obligor/Provider** of this **Contract** which is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038.

You, Your, or Registered Owner – Refers to the person listed as the **Registered Owner** on this **Contract**.

2. GENERAL TERMS

The following General Terms are applicable at all times:

A. CONTRACT PERIOD: This **Contract** begins on the **Effective Date** and **Effective Odometer Reading** and will expire according to the time/mileage selected, whichever occurs first, as shown on the Declaration Page of this **Contract**. Failure of a **Covered Component** occurring prior to the **Effective Date** and **Effective Odometer Reading** will not be covered.

B. FAILURE OF COVERED COMPONENTS: **We** will pay or reimburse **You** for reasonable costs to repair or replace a **Covered Component** in the event of a **Breakdown**. Our amount of authorization may be based on the utilization of new parts, remanufactured parts, or replacement parts of like kind and quality.

C. APPROVAL OF COVERED REPAIRS: All **Covered Repairs** must receive prior authorization by the **Administrator**. The **Administrator** may be contacted at (800) 871-0467.

D. TERRITORY: This **Contract** is limited to **Breakdowns** which occur, and **Covered Repairs** that are made within the United States of America and Canada.

E. LIMITS OF LIABILITY:

Our liability shall in no event exceed the limits stated below:

Life of Contract

\$15,000

If a single claim or cumulative claims and benefits exceed the maximum benefit of \$15,000.00 this **Contract** will become fully earned and no further claims can be made against Us. Once the maximum limit of liability has been reached, this **Contract**, and all rights there under shall terminate.

F. OUR RIGHT TO RECOVERY: If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable Us to enforce these rights.

G. TRANSFER RIGHTS: This **Contract** is for the benefit of the **Registered Owner** and is transferable subject to a transfer fee providing:

a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.

b) This **Contract** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Vehicle** is either traded sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Vehicles**.)

c) All prior maintenance records have been given to the new owner at time of transfer.

You must submit the following:

a) Transfer application (available from **Administrator**).

b) Bill of sale showing sale date and mileage at time of sale.

c) \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.

H. MAINTENANCE REQUIREMENTS: In order to receive the full coverage of this **Contract**, **You** must, at **Your expense, maintain the vehicle in accordance with the manufacturer's recommendations**. In the event of a claim under certain circumstances, evidence of proper service may be required. **Keep receipts from all routine maintenance work performed.**

I. DEDUCTIBLE: In the event of a **Breakdown**, **You** are required to pay a **Deductible**. No **Deductible** is required with respect to coverages listed in the Additional Benefits section of this **Contract**. The **Deductible** amount **You** must pay is shown on the Declaration Page of this **Contract** for **Covered Repairs** on a per visit basis. If a **Breakdown** requires more than one visit to repair, only one **Deductible** will apply to that **Breakdown**.

J. ARBITRATION: If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

3. COVERAGE

This Contract covers ONLY the components/parts listed below:

ENGINE: All internal components or the engine that require lubrication for operation, including pistons, piston rings, wrist pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, push rods, rocker arms, hydraulic lifters, rocker arm shafts, oil pump, harmonic balancer. The engine block, cylinder heads, oil pan and timing chain cover are covered only if damaged by the failure of an internally lubricated engine component.

TRANSMISSION: All internal components of the transmission that require lubrication for operation, including oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. Torque converter, vacuum modulator, accumulator, electronic shift control unit.

Transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

DRIVE AXLE (FRONT AND REAR): All internally lubricated components contained within the drive axle housing. Locking hubs, drive shafts, center support bearings, universal joints, CV joints (except when damaged as a result of a torn or missing CV boot). Drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

4X4 TRANSFER CASE: All internal components of the transfer case that require lubrication for operation.

TURBO/SUPERCHARGER: (Surcharge applies) all internally lubricated parts of the turbocharger or supercharger provided the surcharge has been paid. Only OEM equipment qualifies for coverage.

COOLING: Water pump, engine cooling fan motor, fan & fan clutch.

AIR CONDITIONING: Compressor, condenser, evaporator, expansion valve, blower motor. Accumulator/receiver-dryer and orifice tube are covered only if they have failed.

FUEL SYSTEM: Fuel pump, fuel injection pump and metal fuel lines.

ELECTRICAL: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front & rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, AC/heater blower speed switch, power window motors, regulators and switches, power door lock actuators and switches.

SEALS & GASKETS: Seals & gaskets are covered only if required in conjunction with a Covered Repair. Leaking seals or gaskets are not covered.

DEDUCTIBLE – You are responsible for a one hundred (\$100) dollar **Deductible** per **Covered Repair** visit.

4. ADDITIONAL BENEFITS

RENTAL REIMBURSEMENT - We will provide reimbursement for a rental vehicle from a licensed agency in the event of a **Breakdown**. **We** will pay up to thirty five (\$35) dollars for every eight (8) hours or portion thereof of approved labor time to complete the **Covered Repair** (maximum 3 days). Any **Vehicle** inspection time for the **Administrator** does not qualify for rental reimbursement. You must submit rental receipts to the Administrator for reimbursement. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the repair facility.

We will also provide under the same terms listed above for up to 2 days of rental reimbursement even if the repairs to **Your Vehicle** are not covered by this **Contract**. Repairs must be due to the failure of the vehicles internal components. **Your Vehicle** must have been repaired by a licensed repair facility. **You** must submit Your paid repair and paid rental receipts to the **Administrator** for reimbursement. All receipts must be for repairs performed during the term of this Contract.

24-Hour Emergency Roadside Assistance

24 Hour Roadside Assistance: Your Vehicle will be covered up to ten (10) occurrences over the term of Your Service Contract: towing benefits up to a maximum of one hundred dollars (\$100.00) per occurrence and lock out service, fuel, fluid, or battery boost/jump (excluding the cost of fluids or fuel) to a maximum of fifty dollars (\$50.00) per occurrence.

If Your Vehicle requires Roadside Assistance, You must contact the Road Service Processing Center for prior approval and assistance.

You will be provided with Your Roadside Assistance number in the welcome letter You receive.

Please Note: The 24-Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered.

5. WHAT TO DO IN THE EVENT OF A FAILURE

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
2. Take **Your Vehicle** to a Licensed Repair Facility - (**You** may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from the **Administrator** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed.
5. After the **Administrator** has been contacted, **We** recommend that **You** review with the repair facility the components that will be covered for this claim.
6. **Administrator** will pay the repair facility directly or reimburse **You** for the cost of Covered Repairs to **Your Vehicle** as set forth herein, less any applicable **Deductible**. All repair orders and necessary documentation must be submitted to **Administrator** within thirty (30) days to qualify for payment.

6. REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING

Follow these steps when handling a claim:

1. Advise **Registered Owner** that evaluation of a failure does not mean that the repair is covered under this **Contract**. All **Covered Repairs** must receive prior authorization by **Administrator**.
2. Have **Registered Owner** authorize inspection/tear down of the Vehicle to determine cause of the failure and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Registered Owner** that cost of tear down will not be paid if it is determined that the failure is not covered under this **Contract**.
3. Determine the cause of failure, correction required and cost of the repairs.
4. Contact **Administrator's** Claims Department at **800-871-0467** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
 - a. **Registered Owner's** name and **Contract** number.
 - b. Customers complaint, cause of failure and recommended correction.
 - c. Cost of repair.
5. A Claims Advisor will verify coverage and do one of the following:
 - a. Approve Claim - If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.
 - b. Require additional evaluation, inspection or tear down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of failure, **Registered Owner** must authorize the tear down. Notify **Registered Owner** that if the repair is not covered, then **Registered Owner** will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.
 - c. Deny the claim and provide the reason for the denial.
6. Review **Administrator's** findings with **Registered Owner** as well as what will be covered by this **Contract** and what portion of the repairs, if any, will not be covered.
7. Obtain **Registered Owner's** authorization to complete repairs. All repair orders must have **Registered Owner's** signature to qualify for payment.
8. Submit repair order(s), which must contain **Contract** number, authorization number and authorized amount to

Administrator within thirty (30) days at the following address: **Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339. Telephone: 800-871-0467**

7. CANCELLATION OF VEHICLE SERVICE CONTRACT

1. **You** may cancel this **Contract** by notifying **Us** in writing. A cancellation form indicating the odometer reading on the date of cancellation will be required. You may request this form from the **Administrator**.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and/or this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. If this **Contract** is canceled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) days, or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of **Contract** and the date or miles when **Coverage** began.
5. The greater of a \$50 service charge or the total of all authorized claims will be deducted from all refunds after thirty (30) days.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

8. INSTALLMENT PAYMENT PROVISION

In the event that Your Service **Contract** is being paid for via a Retail Installment Service **Contract** (or its equivalent) which is terminated for nonpayment, the expiration date and mileage of this Service **Contract** may be modified to reflect the portion of the Service **Contract** that **You** have paid for. The modified expiration date and mileage of this Service **Contract** will be calculated on a pro rata basis by adding the amount of time and mileage that **You** have paid for to the original in service date and in service mileage of the Service **Contract**. **You** may contact the **Administrator** toll-free at (800) 871-0467 for the modified terms of Your Service **Contract**.

9. EXCLUSIONS

This Vehicle Service Contract Provides NO Coverage or Benefits for any of the following:

- A. ANY REPAIR MADE WITHOUT THE ADMINISTRATOR'S PRIOR APPROVAL.
- B. FAILURE OF A COVERED COMPONENT OCCURRING PRIOR TO THE EFFECTIVE DATE OR EFFECTIVE ODOMETER READING.
- C. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR INCLUDING BUT NOT LIMITED TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS.
- D. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES.
- E. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- F. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY.
- G. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; FUELS CONTAINING MORE THAN 10% ETHANOL; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.

- H. ANY REPAIR OR REPLACEMENT OF A COVERED COMPONENT IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.
- I. DAMAGE TO A COVERED COMPONENT CAUSED BY THE FAILURE OF A NON-COVERED COMPONENT. DAMAGE TO A NON-COVERED COMPONENT CAUSED BY THE FAILURE OF A COVERED COMPONENT.
- J. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR IF YOU USE YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. INCLUDING THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISE DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; OR MODIFICATIONS TO ANY OF YOUR VEHICLE'S SYSTEMS.
- K. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- L. LIABILITY FOR PROPERTY DAMAGE OR FOR INJURY OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.)
- M. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN ANY OF YOUR VEHICLE'S LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR IF OVERHEATING OCCURS.
- N. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE OR WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE BULLETINS, REGARDLESS OF THE MANUFACTURER OR REPAIR FACILITIES ABILITY TO PAY FOR SUCH REPAIRS.
- O. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL.
- P. ANY VEHICLE USED FOR COMMERCIAL PURPOSES UNLESS THE COMMERCIAL USE BOX HAS BEEN MARKED ON THE DECLARATION PAGE OF THIS CONTRACT AND THE COMMERCIAL SURCHARGE HAS BEEN PAID. COMMERCIAL USE SHALL BE LIMITED TO LIGHT COMMERCIAL USE, NOT INCLUDING COMMERCIAL TOWING, VEHICLES USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, ROAD REPAIR OPERATIONS, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK OR SERVICE & REPAIR VEHICLES.
- Q. ANY FAILURE OCCURRING PRIOR TO THE PURCHASE DATE OF THIS CONTRACT, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- R. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.
- S. DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.

10. SPECIAL STATE REQUIREMENTS/DISCLOSURES

1. Terms of Contract Conformed to Statute - Terms of this **Contract** which are in conflict with the statutes of the state in which this **Contract** was purchased are hereby amended to conform to the minimum standards of those statutes.
2. THIS SERVICE **CONTRACT** IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
3. The following special state requirements and/or disclosures apply if this **Contract** was purchased in one of the following states:

ALABAMA ONLY:

Our obligations under this Service Contract are guaranteed under a Contractual Liability Insurance Policy. Consequential damages and preexisting conditions are not covered under this Service Contract. CANCELLATION OF SERVICE CONTRACT SECTION: Item 5 is deleted and replaced with the following:

5. A twenty-five dollar (\$25) service charge will be deducted from all refunds that You request after thirty (30) days or if a claim has been filed. A request for a refund upon Us pursuant to the cancellation provision is payable within 45 days of receipt and any such refund which is not timely paid is subject to a 10% penalty.

ALASKA ONLY:

Dealerships in Alaska are now required to disclose specific information about the service contracts they sell to each contract purchaser at the time of sale. The state of Alaska has passed legislation requiring the following disclosures to be made to a service contract purchaser before the dealer delivers the vehicle for which the service contract is sold:

1. The difference between a service contract and a warranty;
2. The identity of the obligor on the service contract and the relationship between the dealer and the obligor;
3. A statement that the dealer may not disclaim any implied warranties that may be in addition to the obligations included in the service contract.

EXCLUSION SECTION: Item J. is amended by adding the following:

This Contract will provide Coverage if Your Unit is used for snow removal, provided Your Unit is properly equipped for such use and is not used commercially.

ARIZONA ONLY:

In the State of Arizona "We, Us, Our" refers to AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038.

GENERAL TERMS SECTION: 9. ARBITRATION is modified to include the following statement: Arbitration does not preclude the Arizona Contract Holder's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 1-800-325-2548 for relief under the provisions of Arizona Revised Statutes (ARS) 20-1095.04 and/or 20-1095.

CANCELLATION SECTION, #5 is deleted and replaced with the following:

5. A \$50 service charge will be deducted from all refunds after thirty (30) days.
Exclusion A. is deleted.

Exclusion H. is deleted and replaced with the following:

IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR IF YOU USE YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. INCLUDING THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISE DEALER; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; OR MODIFICATIONS TO ANY OF YOUR VEHICLE'S SYSTEMS. THIS EXCLUSION ONLY APPLIES IF SUCH MODIFICATION OCCURRED AFTER THE

PURCHASE DATE OF YOUR VEHICLE.

Exclusion O. is deleted.

CONNECTICUT ONLY:

Connecticut General Statute Annotated Title 42 Chapter 743F sect 42-221 or (C.S.G.A. sect. 42-221) 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 following is added to the TRANSFER OF RIGHTS provision: Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.

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.

The following is added to Section 2. **GENERAL TERMS** letter A. **CONTRACT PERIOD:**

If the **Contract** Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility for repair.

The following is added to Section 7. **CANCELLATION OF VEHICLE SERVICE CONTRACT** provision number 1: **You** may cancel the **Contract** if **You** return the vehicle or the vehicle is sold, lost, stolen or destroyed.

You may pursue arbitration to settle disputes between You and the Administrator. A written complaint containing a description of the dispute, the purchase or lease price of the Vehicle, the cost of repair of the Vehicle and a copy of Your Agreement may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

Our Obligations to You under this service Contract are insured under a Contractual Liability Insurance Policy, Policy Number AMTS-WIC-SCRI07WA-00. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048

FLORIDA ONLY:

This Service Contract is between You and Wesco Insurance Company, Florida License No.: 01913, 59 Maiden Lane, 6th Floor, New York, NY 10038. Royal Administration Services, Inc. is the Administrator of this Service Contract, and all inquiries should be directed to Royal Administration Services, Inc., at (800) 871-0467, Florida License No.: 60109, 59 Mill Street, Hanover, MA 02339.

The CANCELLATION OF VEHICLE SERVICE CONTRACT, subsections (2) – (5) are deleted in their entirety and replaced with the following: If You cancel this Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid or pending. An administration fee of fifty dollars (\$50.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged. If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata Contract price.

We may cancel this Contract within the first sixty (60) days for any reason. After sixty (60) days We may only cancel for the following reasons:

1. There has been a material misrepresentation or fraud at the time of the sale of the Contract;

2. You have failed to maintain the vehicle as prescribed by the manufacturer;
3. The odometer has been tampered with or disabled and You have failed to repair the odometer; or
4. Nonpayment of premium by You, in which case the Administrator shall provide You notice of cancellation by certified mail.

If We cancel this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned prorata Contract price. All appropriate refund checks not involving a lien holder will be made payable to You.

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended by adding the following: A claim for repairs under this Contract can be initiated by You or Your selected repair facility by calling toll-free (800) 871-0467.

The ARBITRATION section is amended to state that in Florida, arbitration is nonbinding. Subsection (6) and the last paragraph of this section are deleted in their entirety.

NOTICE: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

The rate charged to YOU for this SERVICE CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA ONLY:

Our obligations to You are guaranteed under a Contractual Liability Insurance Policy. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048.

In Section 1. DEFINITIONS the definition of WAITING PERIOD is amended to add the following: The waiting period will not exceed 30 days or 1000 miles.

Section 7. **CANCELLATION OF VEHICLE SERVICE CONTRACT** item 3 is replaced by the following : 3. If **Your Vehicle** and/or this **Contract** have been financed, the lienholder may cancel this **Contract** if **Your Vehicle** has been declared a total loss or has been repossessed. A power of attorney must be obtained for the lien holder to cancel for non-payment. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.

Section 8 is amended to add the following: A power of attorney must be obtained by the lien holder to modify the Service Contract to reflect the portion of the Service Contract that You have paid for.

Section 9. EXCLUSIONS letter G. is deleted and replaced with the following: **G. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; FUELS CONTAINING MORE THAN 10% ETHANOL; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.**

Section 9. EXCLUSIONS letter Q. is deleted and replaced with the following: **Q. ANY FAILURE OCCURRING PRIOR TO THE PURCHASE DATE OF THIS CONTRACT AND KNOWN TO YOU, OR IF INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

The following language is added to the CANCELLATION OF VEHICLE SERVICE CONTRACT section: This Contract is non-cancelable by Us except for fraud, material misrepresentation or failure to pay premium. In the event of cancellation for fraud or material misrepresentation, such cancellation shall be made in writing to You and the lien holder. Cancellation shall not be in effect less than thirty (30) days from the date of the notice. Cancellation for nonpayment of premium will be made by providing not less than ten (10) days notice to You and the lien holder. If We cancel this Contract, earned premiums shall be completed on a pro-rated basis and the refund will be made within fifteen (15) days of the notice of cancellation. Cancellation and/or processing fees and claims paid will not be deducted from any refund regardless of whether the cancellation is made by the Provider, Administrator requested by the Contract holder.

Exclusion J is amended to read as follows: Any alterations which have been made to Your vehicle by You or with Your knowledge or You are using or have used Your vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part. The ARBITRATION section is deleted in its entirety pursuant to 120-2-47.

HAWAII ONLY:

DEFINITIONS SECTION: The definition of Breakdown is deleted and replaced with the following: 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 require 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 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.

THE CANCELLATION OF VEHICLE SERVICE CONTRACT, subsection (4) is deleted and replaced with the following: Cancellations processed after 60 days from the purchase date of this Contract are subject to a fifty dollar (\$50.00) processing fee. If We cancel this Contract for any reason other than nonpayment of the Contract price, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Such notice shall state the effective date of the cancellation and the reason for such cancellation. 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 the return of this Contract to Us.

IDAHO ONLY

Notice - Coverage afforded under this Contract is guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS ONLY

CANCELLATION OF SERVICE CONTRACT SECTION: Item 5 is deleted and replaced with the following:

5. A cancellation fee not to exceed the lesser of 10% of the Service Contract cost or fifty dollars (\$50) will be deducted from all refunds after thirty (30) days or if a claim has been filed.

ADDITIONAL CANCELLATION LANGUAGE - The obligor is the party responsible for honoring cancellation requests. The selling dealer, however, can handle Your request for cancellation on behalf of the obligor.

The **ARBITRATION** section is deleted in its entirety and replaced with the following: If this Contract is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

NOTICE - You are reminded that this Contract is not an insurance policy. Our obligation to perform under this Contract is insured separately by a Contractual Liability Insurance Policy backed by **Wesco Insurance Company, Florida Certificate of Authority No. 01913**. If any valid claim is not paid within sixty (60) days after proof of loss has been filed with US, YOU may contact Wesco Insurance Company directly at **59 Maiden Lane, 6th Floor, New York, NY 10038 or (866) 505-4048**.

INDIANA ONLY

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

IOWA ONLY:

The obligations of the service company under this Service Contract are guaranteed separately under a Contractual Liability Insurance Policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed with the service company, You are entitled to make a claim directly against the Contractual Liability Insurance Policy. Please contact the Obligor at P.O. Box 680144 Houston, TX 77268-0144 for more information. Iowa residents may also contact the Iowa Insurance Commissioner at the Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

Cancellation of Service Contract: A request for a refund upon Us pursuant to the cancellation provision is payable within 30 days of receipt and any such refund which is not timely paid is subject to a 10% penalty.

KENTUCKY ONLY

Under **ADDITIONAL BENEFITS** the 24-Hour Emergency Roadside Assistance section is deleted in its entirety.

MASSACHUSETTS ONLY:

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.

In Massachusetts We, Us, Our means Royal Administration Services, Inc., 51 Mill Street, Hanover, MA 02339. Toll-free assistance is available at 1-800-871-0467.

Chapter 90, Section 7N ¼ 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 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.

The ARBITRATION section is deleted in its entirety.

MINNESOTA ONLY:

Our obligations under this service Contract are guaranteed under a Contractual Liability Insurance Policy.

The Coverage listed below is 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.

For used vehicle coverage, routine maintenance must be performed every three months or three thousand (3,000) miles.

The dealer express warranty shall cover, at minimum, the following parts:

- (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear;
- (2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or the manual transmission case, and the internal parts;
- (3) with respect to the drive axle, the axle housings and internal parts, axle shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis;
- (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers;
- (5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, piston;
- (6) the water pump
- (7) the externally-mounted mechanical fuel pump;

Note: The following parts are covered only on Vehicles with less than 36,000 miles: the radiator; alternator, generator and starter; the steering rack.

The above Coverages are excluded from this Contract during the applicable warranty period, unless Dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the Dealer issued used Vehicle limited warranty document. Failures caused by rust or corrosion will not be excluded (refer to exclusions section).

MISSISSIPPI ONLY:

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended to add the following: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but, payment will be made in accordance with this Contract.

The ARBITRATION section is deleted and replaced with the following: It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration

will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by Us; (2) one by You; and (3) One by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You, We or any agent of Ours has any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and We consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

A) if You dispute Our determination to deny Your benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Your determination, Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.

B) the arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.

C) except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrators shall have the authority to order that the cost of the arbitration proceedings be borne by You.

D) it is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the federal arbitration act.

E) all statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding, Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

F) the agreement to arbitrate will survive the termination of this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties will waive any right to a jury trial in any such proceeding.

MISSOURI ONLY:

The CANCELLATION OF VEHICLE SERVICE CONTRACT section is amended by adding the following: If You cancel this Contract, written notice of cancellation will be mailed to You within fifteen (15) days of the date of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of this Contract to Us.

Under the ARBITRATION section, subsections (2) and (4) are deleted in their entirety and replaced with the following:

2. Arbitration shall be held in the county of Your residence or place of business unless You have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

4. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended by adding the following: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization. You may proceed with repairs and follow the claim procedures below. Payment will be made in accordance with this Contract.

NEBRASKA ONLY:

Our obligations under this Contract are guaranteed by a Contractual Liability Insurance Policy issued to AMT Warranty Corp.

The ARBITRATION section is amended to state that arbitration is voluntary and nonbinding.

NEVADA ONLY:

Note: This Contract may not be renewed. The Obligor/Provider of this Contract is AMT Warranty Corp. 59 Maiden Lane, 6th Floor, New York, NY 10038. Our Obligations to You under this service Contract are insured under a Contractual Liability Insurance Policy. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048.

The definition of **Waiting Period** contained in section 1. **DEFINITIONS** is replaced by the following: **Waiting Period - This Contract is subject to a validation period of time and mileage from the Contract purchase date. The length of the waiting period is listed on the Declaration Page of this Contract. There is no coverage during the waiting period. Coverage will commence upon the expiration of the waiting period. The Contract will expire according to the time and mileage of the plan that You have selected. The additional time and mileage contained in the waiting period will be added to the plan's term.**

NRS 690C.270 Grounds for cancellation; date cancellation effective.

1. No Service Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or 1 year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds:

- (a) Failure by the holder to pay an amount when due;
- (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Contract;
- (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service thereunder;
- (d) Discovery of:
 - (1) An act or omission by the holder; or
 - (2) A violation by the holder of any condition of the Service Contract which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or
- (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service Contract was issued or sold.

2. No cancellation of a Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION:

If the Administrator cancels the Contract, the Contract Holder will receive the refund amount of the unearned Contract charge less any outstanding balance on the account from the amount of the purchase price.

If the Administrator cancels the Contract a cancellation fee will not be imposed.

If this Contract is canceled within the first thirty (30) days and no claims have been filed, We will refund the entire Contract charged paid. If the Contract is cancelled by the Contract Holder in writing after thirty (30) days, We will refund the amount of the unearned Contract charge less a \$50.00 cancellation fee. If this Contract is canceled within the first thirty (30) days without an incurred claim and a refund is not paid or credited within forty-five (45) after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended by adding the following: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization; You may proceed with repairs, but, payment will be made in accordance with this Contract.

The EXCLUSIONS section is amended to add the following: This Contract does not cover consequential damages or preexisting conditions.

NEW HAMPSHIRE ONLY:

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

NEW YORK ONLY:

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

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

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

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

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

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at 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.

New York State Consolidated Law, Article 79 Section 7905: Paragraph (c) "Obligations of the provider under this Service Contract are backed by the full faith and credit of the provider".

CANCELLATION OF VEHICLE SERVICE CONTRACT, subsection (4) is deleted and replaced with the following: Cancellations processed after 60 days from the purchase date of this Contract are subject to a fifty dollar (\$50.00) processing fee. No processing fee will be charged for cancellations within sixty (60) days of purchase. If this Contract is canceled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to a refund.

NORTH CAROLINA ONLY

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION:

If this Contract is canceled within the first thirty (30) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first thirty (30) 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, less an administration fee of \$35 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

OKLAHOMA ONLY:

The following language is to be substituted for language in the Terms and Conditions as follows:

DEFINITIONS SECTION:

Administrator..... refers to Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339.

We, Us, Our..... refers to AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038

DISCLOSURE STATEMENT: Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or

wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

CANCELLATION OF VEHICLE SERVICE CONTRACT SECTION: Sections 1-6 are replaced by A, B, C

- a. You may cancel this Contract by notifying Us. A cancellation form indicating the odometer reading on the date of the request will be required. If the Contract is cancelled by You within thirty (30) days of the effective date and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is cancelled after the first thirty (30) days of the effective date or a claim has been filed, We will refund 90% of the unearned pro rate premium.
- b. We may cancel this Contract for non-payment of the Contract charge, or for intentional misrepresentation in obtaining this Contract or submitting a claim. In the event the Contract is cancelled by Us, return of the premium shall be based upon 100% of the unearned pro rata premium.
- c. If Your Vehicle and this Contract has been financed, the lien holder may cancel this Contract for non-payment, or if Your Vehicle has been declared a total loss or has been repossessed. The rights under this Contract are transferred to lien holder and the lien holder is also entitled to any resulting refund. In the event of cancellation, the lien holder, if any, will be named on the cancellation refund check.

Our Obligations to You under this service Contract are insured under a Contractual Liability Insurance Policy, If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048.

The following are changes under BENEFITS:

24 Hour Roadside Assistance: In Oklahoma the roadside provider is Brickell Financial Services Motor Club, Inc., Oklahoma Motor Service Club License number 4683, Toll-free number, 800-562-1803

OREGON ONLY:

The ARBITRATION provision is amended to read as follows:

Pursuant to ORS 36.600-36.370 if claim settlement 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 REGISTERED OWNER. Arbitration shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws.

RHODE ISLAND ONLY:

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 60 days or 3,000 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 ONLY:

The CANCELLATION OF VEHICLE SERVICE CONTRACT section is amended by adding the following: If We cancel the Contract for any reason other than nonpayment of the Contract charge, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by

the Administrator. Such notice shall state the effective date of the cancellation and the reason for the cancellation. In the event of cancellation, the lien holder, if any, will be named on a cancellation check as their interest may appear. 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 Administrator.

TEXAS ONLY:

Unresolved complaints or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, E.O. Thompson Office Building, 920 Colorado, Austin, Texas 78701, (800) 803-9202.

The CANCELLATION OF VEHICLE SERVICE CONTRACT section is deleted in its entirety and replaced with the following: You may cancel this Contract at any time by forwarding Your written request directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If a request for cancellation is made within sixty (60) days of purchase, We will refund the full Contract price, less any claims paid or pending. If a request for cancellation is made after sixty (60) days of purchase, a pro-rata refund will be based on the elapsed time or mileage, whichever is greater, less any claims paid or pending, and subject to a fifty dollar (\$50.00) processing fee. 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 this Contract to Us.

We may cancel this Contract based on one or more of the following reasons: (a) Non-payment of the Contract purchase price; (b) a material misrepresentation made by You; or (c) a substantial breach of duties by You under the Contract relating to the Vehicle or its use. If this Contract is canceled by Us, We will refund the unearned Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00).

If We cancel this Contract, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use. The notice will state the effective date of cancellation and the reason for cancellation. You may apply for reimbursement directly to Wesco Insurance Company if refund or credit is not paid before the 46th day after the date on which this Contract is returned to the Administrator under Section 1304,158.

UTAH ONLY:

Note: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. You may include the Contract price with the financing of the Vehicle or pay the Administrator for the entire amount of the Contract separately.

Our Obligations to You under this service Contract are insured under a Contractual Liability Insurance Policy, If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048.

The COVERAGE section (WHAT IS COVERED) is amended to include the following language: Damaged parts may be replaced, depending upon availability, with non-manufactured parts, when original manufactured parts are not available or with parts of like kind quality ("LKQ"), used, rebuilt or remanufactured parts

The ARBITRATION section is deleted and replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU and US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM ("NAF"), UNDER

THE CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. A COPY OF THE CODE OF PROCEDURE IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate at dispute; subsection (4) is deleted in its entirety. The last paragraph under the ARBITRATION section is deleted and replaced with the following: IF THIS SERVICE CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION.

The CANCELLATION OF VEHICLE SERVICE CONTRACT section is amended to add the following: We may cancel the Contract within the first sixty (60) days for any reason. If the Contract has been in effect for more than sixty (60) days, the Contract may be canceled for only one or more of the following reasons: (a) Nonpayment of Contract price; (b) material misrepresentation; (c) a substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering the Contract; or (d) substantial breaches of contractual duties, conditions or warranties. We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days before the Contract is cancelled (only 10 days notice will be provided if cancellation is due to nonpayment of the Contract price). Such cancellation notice will be delivered or mailed by first class mail.

Under WHAT TO DO IN THE EVENT OF A FAILURE provision is amended by adding the following: Failure to file a claim within one hundred eighty (180) days does not invalidate a claim if You show it was not reasonably possible to file within one hundred eighty (180) days. Failure of the Contract holder to give any notice or file any proof of loss required by the policy within the time specified in the policy DOES NOT invalidate a claim made by the insured, IF the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

In the event of emergency repairs and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with this Contract.

VERMONT ONLY:

In the State of Vermont "We, Us, Our" refers to AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038.

The ARBITRATION section is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

The WHAT TO DO IN THE EVENT OF A FAILURE section is amended to add the following: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with this Contract.

WASHINGTON ONLY:

The DEFINITIONS are amended by adding the following key terms:

"Service Provider" means the person that is contractually obligated to this **Service Contract Purchaser/Holder** under the terms of this Contract. This Contract is between You and AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, New York, 10038, Toll Free (866) 505-4048. The Administrator is Royal Administration Services, 51 Mill Street, Hanover, MA 02339, Toll Free (800) 871-0467.

"Service Contract Purchase Price/Provider Fee" means the price paid by You for the purchase of

this Contract. **"Reimbursement Insurance Policy"** means a policy of insurance issued to the **Service Provider** to provide reimbursement to the **Service Provider** to pay on behalf of the **Service Provider** all contractual obligations incurred by the **Service Provider** under the terms of the **Contracts** issued/sold by Issuing Dealer/Service Contract Seller.

"Service Contract/Contract" means this **Service Contract** and Your completed Declaration Page.

"Service Contract Purchaser/Holder" means the purchaser of this Contract as named in the Declaration Page.

"Issuing Dealer/Vendor/Service Contract Seller" means the person who sells the **Service Contract** to the **Service Contract Purchaser/Holder**.

Our Obligations to You under this service Contract are insured under a Contractual Liability Insurance Policy, Policy Number AMTS-WIC-SCRI07WA-00. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048

1. The components, work and parts covered under this Contract are listed under the section entitled "COVERED COMPONENTS" for the level of Coverage indicated on the Application Page and Identification Card.
2. To file a claim in the event of a Failure, follow the instructions listed under the section entitled "REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING."
3. In order to maintain Coverage under this Contract, Vehicle must be serviced as indicated in the section entitled "MAINTENANCE REQUIREMENTS" in the Contract Terms and Conditions.
4. This Contract can be canceled and a refund received as indicated under the section entitled "CANCELLATION OF VEHICLE SERVICE CONTRACT." After ten (10) days the cancellation fee for motor vehicle service contracts is \$25.00. Upon Our receipt of a refund request, a refund will be issued in a timely manner. A 10% penalty per pro rata refund will be added if refund is not paid within 30 days of receipt.
5. This Contract does not cover a number of exclusions which are listed under the section entitled "EXCLUSIONS."
6. Consequential damages and pre-existing conditions are excluded under this Contract.
7. The implied warranty of merchantability is not waived if this Contract is purchased within ninety (90) days of the purchase date of the Vehicle.

The ARBITRATION section is amended as follows: subsection (1) is deleted and replaced with the following: If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute as soon as reasonably possible following Our determination; subsection (4) is deleted and replaced with the following: It is understood and agreed that the arbitration shall be binding upon the parties and that the state of Washington is the jurisdiction of any civil action in connection with this motor vehicle contract. ARBITRATION, is further amended by deleting the last paragraph in this section.

WISCONSIN ONLY:

The following language is to be substituted for language in the Terms and Conditions as follows:

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The following sections GENERAL TERMS: Item C ; WHAT TO DO IN THE EVENT OF A FAILURE SECTION: Item 3 and REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING: Item 1 are amended as follows with any and all references to Prior Authorization: Obtain Authorization from Administrator. Prior to any repair being made, instruct the Service Manager at the repair facility to contact Administrator to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Contract. The amount authorized by Administrator is the amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.

Section 631.81 (1), Wis. Stat., states that notice of loss should be made as soon as reasonably possible and within one year of the time required by the Contract. Failure to submit repair orders and/or documentation within 30 days does not invalidate or reduce the claim unless the company is prejudiced by the failure to submit.

The ARBITRATION section is deleted in its entirety and replaced with the following: Arbitration is not mandatory and both parties must agree to the arbitration process. We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss. Under Cancellation, paid claims will not be considered when calculating return of premium.

OUR RIGHT TO RECOVERY SECTION:
Section is deleted.

WYOMING ONLY:

In the state of Wyoming "We, Us, Our" refers to AMT Warranty Corp., the party responsible to the Registered Owner on this Contract.

Our obligations to You are guaranteed under a Contractual Liability Insurance Policy. If We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You are entitled to make a direct claim against the Contractual Liability Insurance Policy. Please contact Wesco Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038. The toll free number is 866-505-4048.

TERMS AND CONDITIONS SECTION: 9. Arbitration is replaced with the following: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, may be settled by binding arbitration in accordance with the Wyoming Uniform Arbitration Act. If binding arbitration is agreed upon by both parties, a decision by the Arbitrator shall be binding upon the parties.

CANCELLATION OF VEHICLE SERVICE CONTRACT is amended with the following: 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. If We cancel this SERVICE CONTRACT for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to You at least ten (10) days prior to cancellation.

CANCELLATION OF VEHICLE SERVICE CONTRACT, Item #3 is deleted and replaced with the following: If the vehicle is declared a total loss or has been repossessed the lienholder may be named as the sole payee. Otherwise, the lienholder shall be shown on any refund check as an additional payee.

**Administered by: Royal Administration Services, Inc., FL License #60109
Administrative Office: 51 Mill Street, Hanover, MA 02339, (800) 871-0467
This Contract is between You, the Purchaser and AMT Warranty Corp., the Provider.
In Florida, the Provider is Wesco Insurance Company, FL License #01913**

Backed By:
Wesco Insurance Company
59 Maiden Lane, 6th Floor,
New York, New York 10038
1-866-505-4048

For inquiries, please contact:



ROYAL

Royal Administration Services, Inc.
51 Mill Street
Hanover, MA 02339
PH 800.871.0467
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Florida License #60109