

# **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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# CONGRATULATIONS!

**WE would like to thank YOU for choosing OUR SERVICE CONTRACT.**

## **REPAIR SERVICE - UNITED STATES AND CANADA**



If **YOU** need repair service, refer to the claims section of this booklet. **YOU** may visit any licensed repair facility in the United States or Canada. If **YOUR** Vehicle is still under manufacturer's warranty, return the Vehicle to a manufacturer's authorized dealer.

## **VEHICLE OPERATION AND CARE**



Considering the investment **YOU** have made in **YOUR** Vehicle, **WE** know **YOU** will want to operate and maintain it properly. **WE** urge **YOU**, therefore, to follow the instructions contained in **YOUR** Owner's Manual and Maintenance Schedule Booklet.

## **OWNER ASSISTANCE**



Should **YOU** ever have a problem or question during the **SERVICE CONTRACT** term, please call the **ADMINISTRATOR** toll free at 1-800- 871-0467.

**NOTE: This SERVICE CONTRACT is not valid unless YOU have signed the Registration Page.**

**Review YOUR Registration Page.** The Registration Page contains basic information regarding YOUR SERVICE CONTRACT.

EXAMPLE: Essential refers to 1-5 components with Benefits Coverage\*; Comprehensive refers to 1-10 components with Benefits Coverage\*; Elite refers to 1-14 components with Benefits Coverage\*; OEM is an exclusionary program with Benefits Coverage\*. If the plan code box was left blank, immediately contact the agent where YOU purchased this SERVICE CONTRACT.

**Check YOUR DEDUCTIBLE - Please check the box labeled DEDUCTIBLE on YOUR Registration Page.** A number should be checked which identifies the portion of the covered repair YOU will be required to pay if YOU have a claim. If this box was left blank, immediately contact the agent where YOU purchased this SERVICE CONTRACT.

# DEFINITIONS



**This SERVICE CONTRACT is an agreement between YOU and US. WE, US, OUR and PROVIDER** refer to AMT Warranty Corp., who is the party responsible to YOU for the benefits under this SERVICE CONTRACT, except in New Jersey, Pennsylvania and Maine, where WE, US, OUR and PROVIDER mean the Dealer (For Washington Definitions, go to the Washington state requirement section located in the back of this booklet). **YOU, YOUR and CONTRACT HOLDER** refers to YOU, the purchaser of this SERVICE CONTRACT and the vehicle described in the REGISTRATION PAGE of this SERVICE CONTRACT.

**ADMINISTRATOR:** WE have contracted with Royal Administration Services, Inc., hereinafter referred to as ADMINISTRATOR, to administer this SERVICE CONTRACT. All inquires should be directed to the ADMINSTRATOR. Toll-free assistance is available at 1-800-871-0467.

**SERVICE CONTRACT:** This SERVICE CONTRACT issued to YOU and covering YOUR vehicle that is described on the Registration Page of this SERVICE CONTRACT.

**OEM:** Original Equipment Manufacturer.

**BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:**

Refers to failure due to defects in materials and workmanship of a COVERED PART to perform the function for which it was designed by its manufacturer.

**COVERED PART or COVERED PARTS:** Refers to the parts or components listed under the PLAN COVERAGE and subject to:

- **The CONTRACT HOLDER'S responsibilities for vehicle maintenance under the TERMS AND CONDITIONS.**
- The expectations under OEM and the items and conditions described under the SECTION "WHAT IS NOT COVERED."

**DEDUCTIBLE:** The portion of the covered repair YOU will have to pay if YOU have a claim. The amount is shown on YOUR Registration Page.

**VEHICLE, YOUR VEHICLE:** Refers to an eligible passenger car, van, sport utility vehicle or light truck (1 ton or less) described in the Registration Page of YOUR SERVICE CONTRACT.

**FULL FACTORY WARRANTY, FACTORY WARRANTY:** Refers to the full Manufacturer's Warranty provided to YOU at no additional cost, and covers repairs to YOUR Vehicle to correct any defect in material or workmanship.

In Florida and Oklahoma **this SERVICE CONTRACT is between YOU and Wesco Insurance Company, Florida Certificate of Authority No.: 01913. Wesco Insurance Company has contracted with Royal Administration Services, Inc. Florida Certificate of Authority No.: 60109, to handle the administrative functions of this SERVICE CONTRACT. All inquiries should be directed to Royal Administration Services, Inc. at 1-800-871-0467.**

# TERMS AND CONDITIONS



This SERVICE CONTRACT provides coverages recorded for the time and  
Initial mileage stated, whichever occurs first. The expiration mileage is the term  
mileage as recorded as the term plan on the Registration Page.

## CONTRACT HOLDER'S RESPONSIBILITIES

### CLAIM REIMBURSEMENT

Obtain approval PRIOR to having work performed that may be covered  
Initial by this SERVICE CONTRACT. If YOU believe the failure may be  
covered by this SERVICE CONTRACT, call the ADMINISTRATOR  
at 1-800-871- 0467, or instruct the repair facility performing the work  
to call to register the claim BEFORE THE WORK IS PERFORMED.  
SEE THE SECTION "FILING A CLAIM."

### VEHICLE MAINTENANCE

Properly Maintain YOUR Vehicle and KEEP THE RECEIPTS –  
Initial This SERVICE CONTRACT is only valid if YOUR Vehicle has been  
maintained in accordance with the manufacturer's specifications.  
Keep copies of all receipts (oil changes, lubrication, etc.). Proof of  
maintenance may be required when YOU file a claim. SEE SECTION:  
"MAINTENANCE REQUIREMENTS."

### Maintenance Requirements:

1. YOU must have YOUR Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for YOUR Vehicle. NOTE: YOUR Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. YOU are required to follow the maintenance schedule that applies to YOUR conditions. Failure to follow the manufacturer's recommendations that apply to YOUR specific conditions may result in the denial of Coverage.
2. It is required that YOU retain "Proof" of maintenance for the service and/or repair work performed on YOUR Vehicle, regardless if the work was performed by YOU or a repair facility. "Proof" means repair orders from a Licensed Repair Facility and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN#), date, mileage, parts and labor.

### BREAKDOWN OF COVERED PARTS

WE will pay or reimburse YOU for reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section. Replacement parts may be new, remanufactured, or replacement parts of like kind and quality.

# TERMS AND CONDITIONS ... cont.



## GENERAL PROVISIONS

Initial

1. **YOUR HELP AND COOPERATION:** if WE ask, YOU agree to help US enforce YOUR rights against any manufacturer or repair facility who may be responsible to YOU for the cost of repairs covered by this SERVICE CONTRACT.
2. **SUBROGATION:** If WE pay for coverage under this SERVICE CONTRACT, WE may require YOU to assign US YOUR rights of recovery against others. WE will not pay for a BREAKDOWN if YOU impair these rights to recovery. YOUR rights to recover from others may not be waived.
3. **ARBITRATION:** It is understood and agreed that the transaction evidenced by this SERVICE CONTRACT takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this SERVICE CONTRACT or the sale thereof, including for recovery of any claim under this SERVICE CONTRACT and including the applicability of this arbitration clause and the validity of this SERVICE CONTRACT, shall be resolved by neutral binding arbitration by the National Arbitration Forum (“NAF”), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.
  - a. If YOU dispute OUR determination to deny YOU benefits under this SERVICE CONTRACT, **YOU must submit written notice to US of YOUR intent to arbitrate that dispute no later than sixty (60) days following OUR 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 in a location near YOUR residence before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 851-631-1105 or 800-474-2371.
  - c. Except for the filing fee and the cost YOU may incur to present YOUR case, the cost of the arbitration shall be borne by US, provided, however, that should the arbitrator find that YOU have raised a dispute without substantial justification, the arbitrator shall have the authority to order the cost of the arbitration proceedings be paid 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.

# TERMS AND CONDITIONS ... cont.



- 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 of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- f. THE AGREEMENT WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT. 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 BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

## DEDUCTIBLE

In the event of a Breakdown covered by this SERVICE CONTRACT, YOU may be required to pay a Deductible. No Deductible payment is required with respect to Towing, 24 Hour Roadside Assistance, Rental, Trip Interruption, and Tire Coverage, if they are provided by this SERVICE CONTRACT.

**Disappearing Deductible:** If you have chosen the disappearing deductible option (only available on new vehicle terms), the selling dealer may waive up to \$100 of YOUR deductible for covered repairs performed at the selling dealer's service department. Repairs performed at other repair facilities are subject to the full deductible.

The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

## COVERAGE

The Coverage afforded YOU for YOUR Vehicle is determined by the

Initial

PLAN TYPE shown on the Registration Page and more fully described in the PLAN COVERAGE section of this SERVICE CONTRACT.

## LIMITS OF LIABILITY

OUR liability for any one authorized repair and/or all other authorized repairs combined, shall in no event exceed the actual cash value (ACV) of YOUR Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for YOUR region (excluding tax, title, and license fees).

## OUR RIGHT TO RECOVER PAYMENT

If YOU have a right to recover against another party for anything WE have paid under this SERVICE CONTRACT, YOUR rights shall become OUR rights. YOU shall do whatever is necessary to enable US to enforce these rights. WE shall recover only the excess after YOU are fully compensated for YOUR loss.

# TERMS AND CONDITIONS ... cont.



## SERVICE CONTRACT AGREEMENT NUMBER

Initial Please see the box labeled “Agreement Number” on the Registration Page.

Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

## SERVICE CONTRACT VALIDATION PERIOD

This SERVICE CONTRACT is subject to a validation period of time and mileage from the SERVICE CONTRACT PURCHASE DATE (CPD). The length of the validation period is listed on the Registration Page of this contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The SERVICE CONTRACT will expire according to the time and mileage of the plan that YOU have selected. The additional time and mileage contained in the validation period will be added to the plan’s term.

## EXPIRATION (USED vehicle terms)

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.

## EXPIRATION (NEW vehicle terms)

The plan expiration is measured in time from the SERVICE CONTRACT purchase date or from zero (0) odometer miles, whichever occurs first.

## BENEFITS

**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 from the ADMINISTRATOR.

**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.**

**Rental Benefit:** A maximum of \$175.00 will be approved for any authorized repair visit. Reimbursement is a maximum of \$35.00 per day. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the ADMINISTRATOR qualify for up to one (1) day of rental reimbursement. In no case will

# TERMS AND CONDITIONS ... cont.



reimbursement cover days that the Vehicle was not in the repair facility or exceed the actual cost included on the rental receipts. **Trip Interruption Intervention:** WE will, in the event of Mechanical Failure of a warranted Vehicle component, reimburse YOU \$100.00 per day for a maximum of \$300.00 for meals and lodging providing the failure occurs 100 or more road miles from the home of record. This includes expenses incurred between the breakdown time and time the repairs are completed.

## PLAN COVERAGE



### ESSENTIAL COVERAGE

(Components 1 through 5 are covered)

**1. Engine:** Cylinder Block, Cylinder Head(s) and all internal lubricated parts contained within the engine including: Pistons, Piston Rings, Connecting Rod Bearings, Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain/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, Oil Pump, Oil Pump Housing, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Fuel Pump, Seals and Gaskets, Wrist Pins, Connecting Rods, Distributor Drive Gear, Dip Stick Tube, Balance Shaft, Balance Shaft Bearing, Balance Shaft Bushing, Valve Locks and Oil Pump Pickup.

**2. Transmission/Automatic or Standard:** The internal components of the Automatic Transmission or Manual Transmission. Drive Chain, Drive Chain Gears, Carrier Bearings, Internal Transaxle Seal. The Manual Transmission Case and Automatic Transmission Case and Torque Converter are covered, if damaged by the failure of internally lubricated parts. Flywheel/FlexPlate, Vacuum Modulator, Electronic Shift Control Unit, Transmission Cooler, Transmission Mounts, Oil Pan, Seals and Gaskets, Shift Linkage and Shift Bushing.

**3. Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearings, Bushings, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets.

**4. Differential Assembly:** (Front and Rear) Differential Housing, Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, Differential Cover and all other internal parts contained with the differential assembly with Seals and Gaskets.

**5. Drive Axle:** (Front and Rear) Drive Axle, Constant Velocity Joints, Center Support Bearings, Drive Shaft and Universal Joints.

### COMPREHENSIVE COVERAGE

(Includes Covered Components 1 through 5 Listed for Essential Coverage Plus Components 6 through 10)

**6. Steering:** Internally lubricated parts contained within the Steering Box and Pump Housing, including Control Valves, Internal Oil Control Seals, Bearings



and Shafts, Steering Box and Pump Housings if damaged by the failure of internally lubricated parts. All internal parts contained within Rack and Pinion, Gears, Power Steering Hoses, Steering Knuckles, Pitman Arm, Idler Arm, Tie Rod Ends, Drag Link, Steering Dampeners, Upper and Lower Steering Column Shaft and Couplings, including Internal Tilt Wheel Mechanism, Pinion Gear Housings, Stepper Motors, Control Valve and Seals and Gaskets.

**7. Electrical:** Alternator, Voltage Regulator, Starter Motor, Starter Solenoid and Starter Drive, Engine Compartment Wiring Harness, Computerized Timing Control Unit, EVP Sensor, Knock Sensor, Ignition Switch, Ignition Switch Lock Cylinder, Electronic Ignition Module, Front and Rear Window Wiper Motor, Headlamp Switch, Washer Pump and Switch, Stop Lamp Switch, Turn Signal Switch, Heater/AC Blower Speed Switch, Manual Heater/AC Control Head, Horns, Neutral Safety Switch, Cooling Sensor, Clock, Power Window Switches, Power Door Lock Switches, Reverse Indicator Switches, Starter Drive, Computerized Timing Control Unit and Crank Angle Sensor, Audio Dashboard Console (Radio/CD).

**8. 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, Pressure Cycling Switch and Seals and Gaskets.

*The following parts are also covered if required in connection with the repair of a covered part named above:*

Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, A/C Cooling Fan Motors, Compressor Pressure Relief Valve and Ambient Temp Sensor. Coverage applies to factory installed units only.

**9. Turbocharger/Supercharger:** Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Supercharger Drive Belt, Bearing, Bushing and all other internal parts and Seals and Gaskets (**factory installed only**).

**10. Brakes:** Master Cylinder, Vacuum Assist Booster, Disc Brake Calipers, Wheel Cylinders, Compensating Valve, Brake Hydraulic Lines and Fittings, Hydraulic Control Unit and Seals and Gaskets.

*The following ABS parts are also covered:*

Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, Accumulator, Seals and Gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor.

## **ELITE COVERAGE**

(Includes Covered Components 1 through 10 Listed for Essential and Comprehensive Coverage Plus 11 through 14)

**11. Front and Rear Suspension:** Upper and Lower Control Arms, Control Arm Shafts and Bearings, Bushings, Torsion Bars, Mounts and Bushings, Upper and

## PLAN COVERAGE ... cont.



Lower Ball Joints, Strut Bearing Plates, Radius Arms and Bushings, Stabilizer Bar, Links and Bushings, Spindle and Spindle Support, Wheel Bearings, Variable Dampening Suspension, Compressor, Control Module, Dampening Actuator, Solenoid, Strut Height Sensor, Mode Selector Switch, Seals and Gaskets, 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 and Rack and Tie Rod Ends.

**12. Enhanced Electrical:** Automatic Climate Control Programmer, Electronic Instrument Cluster, Mileage Computer, Distributor, Ignition Coil, Electronic Combination Entry System (Does not include Transmitter or Receivers for Remote Control 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, Ignition Coil, Cooling Fan Motor, Fuel Gauge, Head Lamp Switch and Voltage Regulator.

**13. Fuel Delivery:** Fuel Injection Pump and Injectors, Vacuum Pump, Fuel Tank, Fuel Tank Sending Unit, Metal Fuel Delivery Lines, Pressure Regulator, Metering Valve, Idle Air Control and Throttle Position Sensor.

**14. Cooling:** Engine Cooling Fan and Motor, Fan Clutch, Belt Tensioner, Radiator, Heater Core, Thermostat, Blower Motor, Hot Water Valve, Water Pump, Overflow Reservoir, Radiator Cap, Thermostat Housing, Low Engine Coolant Module, Coolant Probe and Switch and Sensor.

### OEM

#### THE OEM VEHICLE SERVICE CONTRACTS COVER ALL VEHICLE PARTS EXCEPT:

The maintenance, service and parts described in the Vehicle's Manufacturer's Maintenance Schedule, including timing belts failures occurring after such scheduled service dates unless such scheduled service was in fact performed. Recreational Vehicle equipment such as, but not limited to, refrigerators, ice boxes, microwave ovens and televisions.

- Tires/Wheels/Wheel Covers
- Battery
- Paint
- Light Bulbs
- Lenses
- Trim
- Upholstery/Convertible & Vinyl Tops

Other normal maintenance services and parts including engine tune-up,

# PLAN COVERAGE ... cont.



suspension alignment, wheel balancing, filters, lubricants, engine coolant, fluids, spark/glow plugs, brake pads, linings and shoes.

- Drums and Rotors Except When Damaged By a Covered Part
- Body Panels
- Rust/Corrosion
- Video Entertainment Systems
- Exhaust System/Catalytic Converter
- Cellular Telephones

Anti-theft systems, radio/speaker equipment and any other equipment when not installed by the Vehicle Manufacturer. Passive or active safety and restraint systems and any sensors/components related to the operations of those systems.

- Physical Damage/Water or Air Leaks
- Bright Metal
- Sealed Beams
- Hoses/Belts (Except AC Lines)
- Glass
- Sheet Metal/Bumpers
- Moldings/Weather-Strips

Fluids, filters and lubricants are not covered, except when required in connection with the repair or replacement of covered parts. The program does not cover failures related to events listed under the Section General Contract Exclusions (What is not Covered).

## OPTIONAL COVERAGES

**Entertainment Group:** If YOU have selected to purchase this Optional Coverage and the box marked Entertainment Group is checked on the Registration Page, the following benefits are provided to YOU: **Electronic** - Manufacturer Installed DVD, GPS Navigation or Electronic Entertainment Consoles, Auxiliary Light Switches, and Captain's Chair Motors and switches. **Rear Air Conditioner** - Expansion Valve, Evaporator, Capacitors, Relays, Blower Motor and Switch, and Seals and Gaskets. All parts covered must have been installed by the original manufacturer for coverage to apply.

After market installations are not eligible for coverage. Coverage is limited to manufacturer installed components. (Coverage does not include any removable components such as Remote Controls, DVDs or CD Roms).

## SURCHARGES

**Commercial Use: (THIS COVERAGE IS ONLY AVAILABLE ON THE OEM NEW VEHICLE PLAN)** If YOUR Vehicle is used for commercial purposes, which includes but is not limited to pick-up and delivery service, company pool or business travel when the Vehicle is used by more than one driver, the Commercial Use Box must be checked on the Registration Page. **Any Vehicle which has any of the following features is Not Eligible for commercial coverage:** Diesel, Turbo/Supercharger, Four-Wheel Steering, 4X4 Truck and AWD Passenger Vehicle. **Any Vehicle that is equipped now or later equipped with a snow plow or power take-off is not eligible for commercial coverage.**

**4 Wheel/All Wheel Drive:** If YOUR Vehicle is equipped with 4 Wheel/All Wheel Drive, this surcharge must be selected on the Registration Page. The following benefits are provided to YOU: All components in the Differential

## PLAN COVERAGE ... cont.



Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly with Seals and Gaskets.

**Diesel: If YOU have a diesel Vehicle, this surcharge must be selected on the Registration Page.** The following benefits are provided to YOU: By mechanical failure only, fuel pump (electric or mechanical), pressure regulator, metering valve, and fuel injector.

**1 Ton Vehicle:** If you have a vehicle with a one ton gross vehicle weight capability, (GVW) this surcharge must be selected on the Registration Page.

**Turbo/Supercharger: If YOU are purchasing an Essential program and YOUR Vehicle is equipped with a turbo/supercharger, this surcharge must be selected on the Registration Page.** The following benefits are provided to YOU: turbocharger/supercharger housing, turbo boost valve, turbo waste gate actuator, supercharger drive belt, bearing, bushing, and all other internal parts, seals and gaskets (**factory installed only**).

## GENERAL CONTRACT EXCLUSIONS



(What is not covered)

Initial

**1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.**

**2. Essential, Comprehensive and Elite Programs (only).** Any parts not listed under covered parts. Examples of parts not covered are: battery, brake drums, disc brake rotors, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages.

**3. Any Breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, or flood.**

**4. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance (adjustments, alignments, tune-ups, etc.), failure to protect YOUR Vehicle from further damage when a Breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if YOUR Vehicle has been used for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any vehicle or object unless YOUR Vehicle is equipped with a factory-installed or authorized tow package.**

**5. A breakdown of any part if, while owned by YOU, the odometer has been**



tampered with or has been disconnected. If YOU have not promptly repaired a defective odometer, this limitation applies and this SERVICE CONTRACT is subject to cancellation.

6. Repair or replacement of components needed to improve operating performance due to normal wear and tear. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption.

7. The repair of valves and/or bearings that are within the manufacturer's acceptable specification limits or if the purpose of such is simply to raise the engine's compression when a Mechanical Breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT. Repair or replacement of any covered part if a Breakdown has not occurred.

8. Any alterations which have been made to YOUR Vehicle, 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.

9. **INELIGIBLE VEHICLES:** Any vehicle not expressly listed on the current contract rate card: vehicles with True Mileage Unknown (TMU); any vehicle that is flood damaged; Trucks over 1 ton classification, taxis, buses, and city and state owned vehicles; vehicles used for racing competition, time trials or rallies; vehicles modified from manufacturer's specifications; vehicles not purchased/authorized through a licensed authorized agent; vehicles with fifth wheel or a snow plow attachment; and vehicles purchased by a minor. Commercial vehicles are ineligible unless YOU have purchased an OEM New Vehicle Plan and the Commercial Use surcharge has been selected on the Registration Page. Any vehicle that has been assigned a salvage title as a result of flood or fire damage.

10. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.

11. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; Repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise). Further, coverage under this SERVICE CONTRACT is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.

12. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.

13. Liability for damage to property, or for injury or death arising out of operation, maintenance or use of YOUR Vehicle described in this SERVICE CONTRACT, whether or not related to the part covered.

## GENERAL CONTRACT EXCLUSIONS ... cont.



14. Any loss caused by lack of proper and necessary amount of coolants or lubricants.

15. Scheduled maintenance, wear items and ancillary equipment including but not limited to: belts, brake drums, brake cables, brake lining, brake pads, and brake rotors, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, light bulbs, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, wheels/rims, throw out bearing, pilot bushing and clutch component, spark plugs and wires, tires, wheel balancing and wiper blades, remote controls, audio speakers and wiring, cassettes, DVD's or discs.

16. For Tire Road Hazard coverage, the following exclusions also apply:

1. Tire damage incurred outside the United States or Canada.
2. Tire damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated.
3. Tires, which are undersized, oversized, or otherwise not recommended by the vehicle manufacturer for YOUR Vehicle.
4. Tires transferred from another vehicle.
5. Tires which do not have at least 3/32-inch tread depth remaining.
6. Tires mounted on vehicles other than on-road private passenger cars and light duty trucks, and/or mounted on any vehicles exceeding 13,500 lbs. gross vehicle weight.
7. Damage to tires that do not affect their performance or safety.
8. Tires not retained by YOU for inspection by the ADMINISTRATOR.

## TRANSFER AND CANCELLATION



### TRANSFER OF SERVICE CONTRACT

This SERVICE CONTRACT may be transferred upon the sale of the Vehicle to another private party. The SERVICE CONTRACT transfer must be made at the time of the Vehicle transfer. YOU must request the transfer in writing, and the ADMINISTRATOR must receive it within seven (7) days of the transfer. A fee of \$50.00 must accompany the request to transfer, along with the following information: 1. Name of New Owner, 2. Address & Telephone Number, 3. Vehicle Odometer Statement, 4. Copy of Title showing transfer. This SERVICE CONTRACT must be given to the new owner at the time the SERVICE CONTRACT Transfer is completed. Transfer of SERVICE CONTRACT does not include transfer of the 24-Hour Roadside Assistance Program.

# TRANSFER AND CANCELLATION



## CANCELLATION OF YOUR SERVICE CONTRACT

1) YOU may cancel this Contract at any time.

Initial

**a. Cancellation requests received within thirty (30) days will receive a full refund, less any claim payments.**

**b.** All other cancellations are pro-rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.

**c.** All cancellations are subject to a \$35.00 cancellation fee.

**d. Return to the Vendor to complete and sign the cancellation forms, or e. Mail written notice to the Vendor if YOU desire to cancel the Contract.**

The ADMINISTRATOR agrees to pay on behalf of the Vendor, the unearned refund based on the consideration received from the Vendor. The Vendor agrees to pay the unearned portion of the commission originated from the SERVICE CONTRACT sale. Neither the vendor's ADMINISTRATOR or Claims Service, nor the vendor's insurer, can be held liable for the return of the purchase price or any part thereof as paid under the SERVICE CONTRACT.

**A notarized odometer statement indicating the odometer reading at the date of the request will be required.**

**The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective,** (except in case of repossession, stolen, or totaled vehicles). The ADMINISTRATOR may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2) WE may cancel at any time if:

**a.** YOUR Vehicle is totaled or is repossessed.

**b.** YOUR Vehicle's odometer is disconnected or altered or the true and actual miles cannot be determined.

**c.** YOUR Vehicle is used in a manner not covered by the SERVICE CONTRACT, including vehicle modifications not recommended by the manufacturer.

**d.** The charge for the SERVICE CONTRACT is not paid.

**e.** YOU made material misrepresentation in obtaining the SERVICE CONTRACT.

**f.** YOU made material misrepresentation in the submission of a claim.

**g.** YOUR Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).

**h.** The Vehicle's title is branded as salvage, junk, rebuilt, totaled or flood damaged.

**i.** YOUR claim aggregate has reached the original Vehicle Purchase Price.

Notice of such cancellation will be delivered to YOU by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

## FINANCING AND PAYMENT PROVISIONS



### Installment Payment Provision

In the event **YOUR SERVICE CONTRACT** is being paid for through a Retail Installment Contract (or its equivalent) which is terminated for non-payment, the expiration date and mileage of the **SERVICE CONTRACT** will be modified to reflect the portion of the **SERVICE CONTRACT** that YOU have paid for. The modified expiration date and mileage of the **SERVICE CONTRACT** will be calculated on a pro-rata basis by adding the amount of time and mileage that YOU have paid 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**.

### LIENHOLDER CANCELLATION

If YOUR Vehicle and this **SERVICE CONTRACT** have been financed, the lienholder shown on the Registration Page may cancel this **SERVICE CONTRACT** for the default of the loan agreement or if YOUR Vehicle is declared a total loss due to an accident or theft or is repossessed. **In such event, immediate notification and submission of documents to the ADMINISTRATOR is required.**

## IF YOUR VEHICLE INCURS A BREAKDOWN



### ROAD ASSISTANCE

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 from the ADMINISTRATOR.

**Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently of this program are NOT covered. Please refer to the Benefits section of this booklet for a detailed explanation of this coverage.**

### VEHICLE BREAKDOWN

If YOUR Vehicle incurs a Breakdown, YOU must take the following steps to file a claim.

1. **Prevent Further Damage - Take immediate action to prevent further damage. This SERVICE CONTRACT will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of coverage.**
2. **Take YOUR Vehicle to a licensed repair facility of YOUR choice.**
3. **Provide the repair facility with a copy of YOUR SERVICE CONTRACT and/or YOUR SERVICE CONTRACT Number.**

## IF YOUR VEHICLE INCURS A BREAKDOWN



**4. Obtain authorization from the ADMINISTRATOR - Prior to any repair being made, instruct the service manager at the repair facility to contact the ADMINISTRATOR to obtain an authorization for the claim. Claims for repairs without prior authorization will not be covered.**

## FILING A CLAIM



### CONTACTING THE CLAIMS DEPARTMENT

WE can be contacted at 1-800-871-0467. For emergency repairs, should a  
Initial breakdown occur after the ADMINISTRATOR's normal business hours and the cost of repair is \$350 or less, the pre-authorization requirement is amended.

The ADMINISTRATOR must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

### TO FILE A CLAIM

**If YOUR Vehicle breaks down, take it to any reputable/licensed repair facility. YOU will need to provide the repair facility with a copy of YOUR SERVICE CONTRACT.**

- 1. No repairs or machine work are to be started or damaged parts to be discarded until failure is diagnosed and work is authorized by the ADMINISTRATOR.**
- 2. It is YOUR responsibility to have the failure properly diagnosed.**
- 3. YOU are responsible for authorizing the tear down and the inspection by the repair facility, but only to the point where the damage is visible or determinable.**
- 4. YOUR Vehicle may be repaired at any licensed repair facility of YOUR choice.**

### THE SERVICE MANAGER MUST

- 1. Obtain YOUR authorization to inspect and/or tear down YOUR Vehicle in order to determine the cause of failure and cost of the repair.**
- 2. Call the ADMINISTRATOR to verify YOUR coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467.**
- 3. Review YOUR coverage with YOU to explain what will be covered by the SERVICE CONTRACT and what portions of the repairs, if any, will not be covered.**

### WHEN YOU PICK UP YOUR VEHICLE, YOU MUST

- 1. Review the work performed with the service manager.**
- 2. Pay the Deductible amount shown in the Registration Page per visit.**
- 3. Pay for any charges not covered by the SERVICE CONTRACT.**
- 4. Have an authorization number.**

# FILING A CLAIM



## **PAYMENT OR REIMBURSEMENT OF CLAIMS**

**PAYMENT OPTION:** When the damage and repair falls within the scope of this SERVICE CONTRACT and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, WE will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR Vehicle that is covered by this SERVICE CONTRACT less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card (usually Visa®, Mastercard® or American Express®)

**REIMBURSEMENT OPTION:** YOU or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected.

1. YOUR mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle mileage.
5. Date of repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills). Rental car agreement charges (licensed rental agency only) will be reimbursed to YOU upon receipt by the ADMINISTRATOR of the paid rental agreement charges.

**Notice:** OUR obligations under this SERVICE CONTRACT are 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, 6<sup>th</sup> Floor, New York, NY 10038 or (866) 505-4048**.

**Royal Administration Services, Inc.**  
51 Mill Street • Hanover, MA 02339  
Phone: 1-800-871-0467 • Fax: 781-261-2522  
**Florida Certificate of Authority #60109**

# STATE REQUIREMENTS



The following Special State Requirements and/or Disclosures apply if this SERVICE CONTRACT was purchased in one of the following states:

## ALABAMA

Under the Cancellation of Your Service Contract provision, item 1.c. is deleted and replaced with the following:

c. All cancellations made after thirty (30) days are subject to a twenty-five dollar (\$25.00) cancellation fee. If WE cancel this Service Contract, no fee will be charged.

The following language is added the Cancellation of Your Service Contract provision:

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 the Contract.

## ALASKA

Under WHAT IS NOT COVERED, Section 4. is amended by adding the following:

This SERVICE 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.

Under CANCELLATION OF YOUR SERVICE CONTRACT, Section 1) paragraphs a, b, and c, are deleted and replaced with the following:

a. Cancellation requests received within thirty (30) days will receive a full refund provided a claim has not been filed or paid. If a claim has been paid within the first thirty (30) days then cancellation will be in accordance with paragraph b. of this section.

b. All other cancellations are pro-rated based upon term or mileage, whichever is greater.

c. Said refunds will be calculated less 7.5% of the unearned SERVICE CONTRACT purchase price not to exceed \$35.00.

Under CANCELLATION OF YOUR SERVICE CONTRACT, Section 2) the last paragraph is deleted and replaced with the following:

If WE cancel this SERVICE CONTRACT, WE shall mail a written notice of cancellation to YOU at YOUR last known address at least 60 days before the effective date of the cancellation. However, if WE cancel this SERVICE CONTRACT for nonpayment of the SERVICE CONTRACT price, or for failure or refusal by YOU to provide the information necessary to determine the premium, WE will mail a written notice of cancellation to YOU at YOUR last known address before the 20th day preceding the effective date of cancellation. If WE cancel this SERVICE CONTRACT for conviction of YOU of a crime having as one of its necessary elements an act increasing a hazard insured against or for discovery of fraud or material misrepresentation made by YOU or a representative of YOU in obtaining this SERVICE CONTRACT or by YOU in

# STATE REQUIREMENTS



pursuing a claim under the SERVICE CONTRACT, written notice shall be mailed to YOU at YOUR last known address at least 10 days before the effective date of the cancellation.

The following are changes under the ARBITRATION section:

Arbitration is voluntary and non-binding in Alaska.

Item 3.d. is deleted in its entirety.

The last paragraph is deleted and replaced with the following:

**IF THIS SERVICE 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 IN ALASKA.**

## ARIZONA

**DEFINITIONS** is amended by adding the following: A “**Consumer**” means a contract holder, inclusive of a buyer of the covered product (other than for resale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the **Service Company** under applicable law.

“**Service Company**” is any person or entity that performs or arranged to perform services pursuant to a **Vehicle Service Contract** which the **Service Company** issues. AMT Warranty Corp. is the **Service Company** in Arizona.

“**Service Contract Administration**” means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. Royal Administration Services, Inc., is the **Service Contract Administrator** in Arizona.

If the service contract is sold by a motor vehicle dealer at the same time as the motor vehicle it covers then the **CONTRACT VALIDATION PERIOD** is deleted in its entirety.

The following are changes under GENERAL CONTRACT EXCLUSIONS:

Items 4, 8, and 14 are deleted and replaced with the following:

4. Any Breakdown caused by YOUR misuse, abuse, negligence, lack of normal maintenance (adjustments, alignments, tune-ups, etc.), failure to protect YOUR Vehicle from further damage when a Breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if YOUR Vehicle has been used by YOU for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any vehicle or object unless YOUR Vehicle is equipped with a factory-installed or authorized tow package.

# STATE REQUIREMENTS



8. Any alterations which have been made by YOU to YOUR Vehicle, 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.

14. Any loss caused by YOUR failure to maintain proper and necessary amounts of coolants or lubricants.

Item 9. is deleted in its entirety and the following sentence is deleted from item 7: Also, no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT.

Item 16. paragraph 2. is deleted and replaced with the following:

Tire damage resulting from YOUR off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated.

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following are changes to Section 1):

1) a, b and d are deleted and replaced with the following:

a. Cancellation requests received within (30) days will receive a full refund.

b. All other cancellations are pro-rated based upon term or mileage, whichever is greater.

d. WE are responsible for any refunds of payments made by YOU.

Under TRANSFER AND CANCELLATION, Section 2) paragraphs g, h, and i are deleted in their entirety and paragraphs b and c are deleted and replaced with the following:

b. YOUR Vehicle's odometer is disconnected or altered by YOU or the true and actual miles cannot be determined.

c. YOUR Vehicle is used by YOU in a manner not covered by the SERVICE CONTRACT, including vehicle modifications not recommended by the manufacturer.

The following are changes under the GENERAL PROVISIONS section:

Item 3 is amended to state that arbitration is voluntary and both parties must mutually agree to the arbitration procedure.

Item 3.b. is deleted and replaced with the following:

The arbitration shall take place in Arizona before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, MN 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.

# STATE REQUIREMENTS



Item 3.d. is replaced with the following: It is understood and agreed that the arbitration shall be binding upon the parties.

The following is added to this section:

Any arbitration clause does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §§20-1095.04 and 20-1095.09.

The following statement is deleted in its entirety:

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 BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to the SURCHARGES Commercial Use Section:

Commercial use service contracts are not subject to regulation by the Arizona Department of Insurance.

## ARKANSAS

The SERVICE CONTRACT YOU are buying is not required in order to purchase or finance a vehicle.

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

Item d. of the ARBITRATION provision is deleted in its entirety.

AMT Warranty Corp's phone number is 1-866-327-5818.

The following is added to the SERVICE CONTRACT:

Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct. Exemplary Damages are those awarded in addition to actual damages.

## CALIFORNIA

The following is added to the SERVICE CONTRACT:

Performance to YOU under this SERVICE CONTRACT is guaranteed by a California approved insurance company. YOU may file a claim with this insurance company if any promise made in the SERVICE CONTRACT has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is: Wesco Insurance Company, 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. If YOU are not satisfied with the insurance company's response, YOU may contact the California Department of Insurance at 1-800-927-4357.

Under What Is Not Covered, item 7. is amended by adding the following:

**No benefit is provided for a condition which already existed when YOU purchased YOUR SERVICE CONTRACT or for a**

# STATE REQUIREMENTS



## **MECHANICAL BREAKDOWN which occurred before YOU purchased YOUR SERVICE CONTRACT.**

The following is added to the SERVICE CONTRACT:

Sections 1) and 2) under the CANCELLATION OF YOUR SERVICE CONTRACT are deleted in their entirety and replaced with the following:

1. YOU may cancel this SERVICE CONTRACT at any time in accordance with the following terms:
  - a. **Contact the ADMINISTRATOR in writing, within sixty (60) days after the requested cancellation date, enclose this SERVICE CONTRACT and an odometer statement.**
  - b. **Include with YOUR refund request, proof that there is no lien or outstanding credit obligation against this SERVICE CONTRACT. If such proof is not provided, or if there is a lien or outstanding credit obligation against this SERVICE CONTRACT, the lienholder or creditor will be named with YOU as a joint payee of the refund.**
  - c. If this SERVICE CONTRACT is canceled because the VEHICLE is repossessed, the lienholder or creditor will be the sole payee of the refund.
  - d. If this SERVICE CONTRACT is canceled because of a total loss of the VEHICLE, the lienholder or creditor will be the sole payee of the refund, **unless YOU provide the ADMINISTRATOR with proof that there is no lien or outstanding credit obligation against this VEHICLE.**
  - e. If this SERVICE CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE CONTRACT charge paid. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund an amount of the SERVICE 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 twenty-five dollars (\$25.00) or 10% of the SERVICE CONTRACT charge, whichever is less.
2. WE may cancel this SERVICE CONTRACT within the first sixty (60) days under the following conditions:
  - a. Notice of cancellation is mailed to YOU postmarked before the 61st day after the date the SERVICE CONTRACT was sold by the vendor.
  - b. WE will refund the entire SERVICE CONTRACT charge paid within thirty (30) days from the date of cancellation. However, if WE have paid a claim, or have advised YOU in writing that WE will pay a claim, WE may

## STATE REQUIREMENTS



provide a pro rata refund 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 the amount of any claims paid prior to cancellation.

c. The SERVICE CONTRACT ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. WE may at any time cancel the SERVICE CONTRACT for nonpayment by YOU conditioned upon each of the following:

a. Notice of cancellation is mailed to YOU.

b. If this SERVICE CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE CONTRACT charge paid. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund an amount of the SERVICE 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 twenty-five dollars (\$25.00) or 10% of the SERVICE CONTRACT charge, whichever is less.

c. The refund is paid within 30 days of the date of cancellation.

d. The SERVICE CONTRACT ceases to be valid no less than five (5) days after the postmark date of the notice.

e. The notice states the specific grounds for the cancellation.

4. WE may at any time cancel the SERVICE CONTRACT for material misrepresentation or fraud by YOU, conditioned upon each of the following:

a. Notice of cancellation is mailed to YOU.

b. A pro rata refund 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 is paid within thirty (30) days of the date of cancellation.

c. The notice states the specific nature of the misrepresentation.

5. If WE cancel the SERVICE CONTRACT, WE are liable for any claim reported to a person designated in this SERVICE CONTRACT for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the SERVICE CONTRACT. YOU are deemed to have reported a claim if YOU have completed the first step required under the SERVICE CONTRACT for reporting a claim.

6. If WE are canceling this SERVICE CONTRACT pursuant to subdivision 3, 4, or 5 and WE have paid a claim, or have advised YOU in writing that WE will pay a claim, WE may provide a pro rata refund 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 the amount of any claims paid prior to cancellation rather than a full refund.

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

# STATE REQUIREMENTS



Under GENERAL PROVISIONS paragraph 3. and 3.a. are deleted and replaced with the following:

It is understood and agreed that the transaction evidenced by this SERVICE CONTRACT takes place in and substantially affects interstate commerce. If YOU have contacted the insurance company and the California Department of Insurance in accordance with the Notice section under FILING A CLAIM and YOU are not satisfied with the response, any controversy or dispute arising out of or relating in any way to this SERVICE CONTRACT or the sale thereof, including for recovery of any claim under this SERVICE CONTRACT and including the applicability of this arbitration clause and the validity of this SERVICE CONTRACT, shall be resolved by neutral binding arbitration by the National Arbitration Forum (“NAF”), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

**a. If YOU dispute OUR determination to deny YOU benefits under this SERVICE CONTRACT, YOU must submit written notice to US of YOUR intent to arbitrate that dispute as soon as practical following OUR determination.**

The following is added under the DEFINITIONS section:

The toll-free telephone number for AMT Warranty Corp. is 1-866-327-5818.

## COLORADO

The policy number is AMTS-WIC-SCRI07-00.

## CONNECTICUT

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 \$3000 but less than \$5000:

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

Used vehicles with a sale price of \$5000 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 SERVICE CONTRACT:

In addition to the dealer warranty required by this law, YOU have elected to purchase this SERVICE 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 SERVICE CONTRACT. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this SERVICE CONTRACT apply only and are not the terms of the required dealer warranty.

# STATE REQUIREMENTS



The following is added to Section 1) of the CANCELLATION OF YOUR SERVICE CONTRACT provision:

YOU may cancel the SERVICE CONTRACT if YOU return the vehicle or the vehicle is sold, lost, stolen or destroyed.

The ARBITRATION provision is deleted in its entirety and replaced with the following:

If YOU purchased this SERVICE CONTRACT in Connecticut, YOU may pursue arbitration to settle disputes between YOU and the provider of this SERVICE CONTRACT. YOU may mail YOUR complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the SERVICE CONTRACT.

The following is added under the Terms and Conditions Section:

If the Service 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 service center for repair.

## **FLORIDA**

**This SERVICE CONTRACT is between YOU and Wesco Insurance Company, Florida Certificate of Authority No.: 01913. Wesco Insurance Company has contracted with Royal Administration Services, Inc. Florida Certificate of Authority No.: 60109, to handle the administrative functions of this SERVICE CONTRACT. All inquiries should be directed to Royal Administration Services, Inc. at 1-800-871-0467.**

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 sections CANCELLATION OF YOUR SERVICE CONTRACT and LIENHOLDER CANCELLATION are deleted in their entirety and replaced with the following:

All requests for cancellation shall be made to the ADMINISTRATOR. Upon request for cancellation, submit to the ADMINISTRATOR the following:

- 1) a written request for cancellation that includes YOUR signature,
- 2) a statement of vehicle mileage at the time of cancellation,
- 3) proof of warranty purchase.

If YOU cancel the SERVICE CONTRACT within sixty (60) days of the effective date of this SERVICE CONTRACT, YOU will receive a full refund less any claims paid. An administration fee of thirty-five dollars (\$35.00) or five percent (5%) of the gross SERVICE CONTRACT price paid, whichever is less will be

# STATE REQUIREMENTS



charged. If YOU cancel the SERVICE CONTRACT after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata SERVICE CONTRACT price.

We may cancel this SERVICE CONTRACT within the first sixty (60) days for any reason, after sixty (60) days the ADMINISTRATOR may only cancel for the following reasons:

- 1) If there has been a material misrepresentation or fraud at the time of the sale of the SERVICE 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) For non-payment of premium by YOU, in which case the ADMINISTRATOR shall provide you notice of cancellation by certified mail.

If WE cancel this SERVICE CONTRACT, YOU will receive a refund not less than one hundred (100%) of the paid unearned prorata SERVICE CONTRACT price.

When a lending institution or WE have financed the purchase of this SERVICE CONTRACT, cancellations will be pro-rated based on time or mileage. The following procedures will apply:

- If a lending institution or the Selling Dealer (in-house) has financed the purchase of this SERVICE CONTRACT and the SERVICE CONTRACT is cancelled by YOU, the refund check will be made payable to the lending institution.
- If the Vehicle is repossessed by the lien holder, or if the Vehicle is either totaled or an unrecovered theft, the refund check will be made payable to the lien holder.
- All appropriate refund checks not involving a lien holder will be made payable to YOU.

Under GENERAL PROVISIONS, paragraph 3. ARBITRATION, the following is added:

In Florida, arbitration is non-binding.

Paragraph f. under GENERAL PROVISIONS is deleted in its entirety.

The TRANSFER OF YOUR SERVICE CONTRACT section is amended to state that the fee to transfer this SERVICE CONTRACT is \$40.00.

## **GEORGIA**

Under CANCELLATION OF YOUR SERVICE CONTRACT, the following are changes to Section 1):

- 1) a. is deleted and replaced with the following:

If this SERVICE CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE

# STATE REQUIREMENTS



CONTRACT charge paid. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund an amount of the SERVICE 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 administrative fee of 10% of the pro-rata refund amount will be applied if this SERVICE CONTRACT is canceled by YOU. In the event of cancellation, if this SERVICE CONTRACT is financed, the lien holder, if any, will be named on a cancellation refund check as their interest may appear. If YOU have canceled this SERVICE 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.

1) b. and c. are deleted in their entirety.

The following replaces Section 2, Paragraphs a-i:

This SERVICE 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 SERVICE 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.

Under GENERAL PROVISIONS, Item 3. ARBITRATION is deleted in its entirety.

Under TO FILE A CLAIM, the following is added to item 3.:

The inspection, teardown and/or diagnostic fees for covered repairs are covered under this SERVICE CONTRACT.

The following is added under SERVICE CONTRACT VALIDATION PERIOD:

The validation period does not apply when the automobile manufacturer or dealer provides an underlying warranty with the sale of the vehicle in accordance with Georgia state laws and regulations. Claims occurring during this period should be reported to the selling dealer or manufacturer.

The following are changes under WHAT IS NOT COVERED:

Item 7. is amended to state that no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT and were known to you.

# STATE REQUIREMENTS



Item 8. is deleted and replaced with the following:

Any alterations which have been made to YOUR Vehicle while owned by YOU, 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.

## HAWAII

Under Definitions, the definition of Breakdown, mechanical breakdown, mechanical failure is deleted and replaced with the following:

Breakdown refers to 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 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 SERVICE CONTRACT: In addition to the dealer warranty required by this law, YOU have elected to purchase this SERVICE 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 SERVICE

CONTRACT. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this SERVICE CONTRACT apply only and are not the terms of the required dealer warranty.

Under CANCELLATION OF YOUR SERVICE CONTRACT, Item 1) a. is deleted and replaced with the following:

1) a. If YOU return this SERVICE CONTRACT within thirty (30) days of the date the SERVICE CONTRACT was mailed to YOU and if no claim has been made, the SERVICE CONTRACT shall be void and YOU shall receive the full purchase price of the SERVICE CONTRACT. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after the return of the SERVICE CONTRACT to US.

# STATE REQUIREMENTS



The following is added to Item 2) under the CANCELLATION OF YOUR SERVICE CONTRACT section:

- 2) If WE cancel this SERVICE CONTRACT, WE, at least five (5) days prior to cancellation, shall mail to YOU at YOUR last known address, a written prior notice of cancellation that states the effective date of the cancellation. Prior notice is not required if cancellation is for:
- a. Nonpayment of the SERVICE CONTRACT price;
  - b. A material misrepresentation by YOU to US; or
  - c. A substantial breach of duties of YOU under the SERVICE CONTRACT, relating to YOUR VEHICLE or its use.

## IDAHO-

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

The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038 Phone: 1-866-327-5818.

## ILLINOIS

Under WHAT IS NOT COVERED, paragraph 10. is amended to read:

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.

Under CANCELLATION OF YOUR SERVICE CONTRACT, Section 1) paragraphs a-e are deleted and replaced with the following:

All requests for cancellation shall be made to the ADMINISTRATOR. Upon request for cancellation, submit to the ADMINISTRATOR the following:

- 1.) a written request for cancellation that includes YOUR signature, 2.) a statement of vehicle mileage at the time of cancellation, 3.) proof of warranty purchase. Upon receipt of the required information, the dealer will:
  - a.) Calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less.
- 1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed.
- 2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.
  - b.) All cancellations are subject to a thirty-five dollar (\$35.00) processing fee or 10% of the SERVICE CONTRACT charge, whichever is less.

# STATE REQUIREMENTS



Under DEFINITIONS, the ADMINISTRATOR paragraph on page 3 is amended to read:

For the State of Illinois, this SERVICE CONTRACT is between YOU and AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

The ARBITRATION provision is deleted in its entirety 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 by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

The following is added to the SERVICE CONTRACT: YOU are entitled to make a direct claim against Wesco Insurance Company if the Administrator fails to pay any claim within sixty (60) days after proof of loss has been filed with Administrator.

## **INDIANA**

YOUR proof of payment to the issuing vendor for this SERVICE 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 the SERVICE CONTRACT.

## **IOWA**

If YOU have any questions regarding this SERVICE 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, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319.

Under Cancellation of Your Service Contract, item 1) is deleted and replaced with the following:

You may cancel this SERVICE CONTRACT at any time. An odometer statement indicating the odometer reading at the date of the request will be required. If this SERVICE CONTRACT is canceled by YOU within the first thirty (30) days, WE will refund the entire SERVICE CONTRACT purchase price. If this SERVICE CONTRACT is canceled after the first thirty (30) days, WE will refund the unearned SERVICE CONTRACT purchase price to YOU calculated on a prorata basis. The refund will be equal to the lesser amount produced using the number of days the SERVICE CONTRACT was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of thirty five dollars (\$35.00). If YOU cancel this SERVICE CONTRACT, WE will mail YOU a written notice of termination within fifteen (15) days of termination. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of the SERVICE CONTRACT to US.

# STATE REQUIREMENTS



## KANSAS

Under PLAN COVERAGES - Lost Key/Lockout and tire benefits are not available.

## KENTUCKY

The following sections under PLAN COVERAGE are deleted in their entirety:

Tire Coverage, 24 Hour Roadside Assistance and Lock Out Service.

The following is added under PLAN COVERAGE under Rental Benefit:

This benefit only applies in the event of mechanical failure of a warranted Vehicle component.

## LOUISIANA

Under PLAN COVERAGE, BENEFITS section, the following is added:

In Louisiana, towing and rental benefits are only available if it is directly related to a covered mechanical breakdown. Lock out service, fuel, fluid, battery boost/jump, and trip interruption benefits are not available in Louisiana.

The following are changes under the CANCELLATION OF YOUR SERVICE CONTRACT, section:

Section 1) a. and b. are deleted and replaced with the following:

- a. Cancellation requests received within thirty (30) days will receive a full refund.
- b. All other cancellations are pro-rated based upon term mileage, whichever is greater.

## MARYLAND

Under CANCELLATION OF YOUR SERVICE CONTRACT, Items 1) a. and c. are deleted and replaced with the following:

- 1) a. Cancellation requests received within twenty (20) days, and if no claims have been paid, will receive a full refund.
- c. All other cancellations are subject to a thirty-five dollar (\$35) cancellation fee.

## MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR VENDOR'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE VENDOR OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS SERVICE 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.

# STATE REQUIREMENTS



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 SERVICE CONTRACT:

In addition to the dealer warranty required by this law, YOU have elected to purchase this SERVICE 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 SERVICE CONTRACT.

The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this SERVICE CONTRACT apply only to this SERVICE CONTRACT and are not the terms of the required dealer warranty.

The following language is added to this SERVICE CONTRACT:

The thirty-five dollar (\$35) fee to cancel this SERVICE CONTRACT does not apply.

The fifty-dollar (\$50) fee to transfer this SERVICE CONTRACT does not apply.

Loss resulting from inadequate amounts of coolant, lubricants or fluids will be covered if the loss of coolant, lubricants, or fluids is caused by failure of a covered/listed part.

Under VEHICLE BREAKDOWN paragraph 3. is deleted and replaced with the following:

Provide repair facility with a copy of YOUR SERVICE CONTRACT and/or YOUR Contract Number, if possible.

Under TO FILE A CLAIM the following is added:

YOU will need to provide the repair facility with a copy of YOUR SERVICE CONTRACT, if possible.

The ARBITRATION provision is deleted in its entirety.

## **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.

# STATE REQUIREMENTS



**Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; 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 SERVICE 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 Warranty document.

The following are changes under CANCELLATION OF YOUR SERVICE CONTRACT:

Paragraph 1), subsection a. is amended by adding the following:

If YOU have canceled this SERVICE 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 in this SERVICE CONTRACT.

Paragraph 2), subsection b. is deleted and replaced with the following:

YOUR Vehicle's odometer is disconnected or altered or the true and actual miles cannot be determined while owned by YOU.

Paragraph 2), subsections e., g., and h. are deleted in their entirety.

The following is deleted from WHAT IS NOT COVERED, Paragraph 9: INELIGIBLE VEHICLES:

Vehicles with True Mileage Unknown (TMU): any vehicle that is flood damaged.

The following are changes under the ARBITRATION provision:

Arbitration is voluntary and nonbinding.

Item b. 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 by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

Item d. is deleted in its entirety.

The following is added under TERMS AND CONDITIONS, Vehicle Maintenance and WHAT IS NOT COVERED, Paragraph 15:

# STATE REQUIREMENTS



If YOU do not have the Owner's Manual for YOUR vehicle, WE will provide one to YOU, free of charge.

The following are changes under WHAT IS NOT COVERED:

In Paragraphs 3 and 12, "rust or corrosion" is deleted.

In Paragraph 7, the following is deleted in its entirety:

Also, no benefit is provided for a condition, which already existed when YOU purchased YOUR SERVICE CONTRACT or for a Mechanical Breakdown which occurred before YOU purchased YOUR SERVICE CONTRACT. Repair or replacement of any covered part if a Breakdown has not occurred.

The Validation Period is deleted from the Registration Page and under TERMS AND CONDITIONS. There will not be a validation period in Minnesota.

Under PLAN COVERAGE, Rust/Corrosion is deleted as an exclusion.

## MISSISSIPPI

Under TO FILE A CLAIM, paragraph 1), the following is added:

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 provision is deleted and replaced with the following:

**It is understood and agreed that the transaction evidenced by this SERVICE CONTRACT takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this SERVICE CONTRACT or the sale thereof, including for recovery of any claim under this SERVICE CONTRACT and including the applicability of this arbitration clause and the validity of this SERVICE 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 YOU benefits under this SERVICE CONTRACT, YOU must submit written notice to US of YOUR intent to arbitrate that dispute no later than sixty (60) days following OUR determination. YOUR failure to meet this time requirement will**

# STATE REQUIREMENTS



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 arbitrator 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 SERVICE CONTRACT.

If this SERVICE 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 waive any right to a jury trial in any such proceeding.

## MISSOURI

The following are changes under the ARBITRATION Section:

Items 3. b. and d. are deleted and replaced with the following:

b. 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.

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

The following are changes under the CANCELLATION OF YOUR SERVICE CONTRACT Section:

The following is added to 1) a.:

No cancellation fee will apply.

# STATE REQUIREMENTS



Item c. is deleted and replaced with the following:

All other cancellations are subject to a \$35.00 cancellation fee.

Item f. is deleted and replaced with the following:

If you cancel this Contract, We shall mail a written notice of cancellation to You within fifteen (15) days of the date of cancellation.

The following is added to this section:

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.

The following is deleted from this section:

Neither the vendor's ADMINISTRATOR or Claims Service nor the vendor's insurer can be held liable for the return of the purchase price or any part thereof as paid under the SERVICE CONTRACT.

The CONTACTING THE CLAIMS DEPARTMENT Section is deleted and replaced with the following:

WE can be contacted at 1-800-871-0467. For emergency repairs, should a breakdown occur after the ADMINISTRATOR's normal business hours and the cost of repair is \$350.00 or less, the pre-authorization requirement is amended. Follow the procedures under TO FILE A CLAIM and contact the ADMINISTRATOR the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. For claims over \$350.00, contact the Claims Department the next business day during normal business hours.

The following is added to the contract:

The Provider/Obligor is AMT Warranty Corp.. The ADMINISTRATOR is Royal Administration Services, Inc. Administrative Office: 51 Mill Street, Hanover, MA 02339. Phone: 1-800-871-0467, Fax: 781-261-2522.

## MONTANA

The following is added to the cancellation provision:

We shall mail a written notice to YOU at YOUR last-known address contained in OUR records at least five (5) days prior to the cancellation by US. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the SERVICE CONTRACT price;
- b. a material misrepresentation by YOU to US; or
- c. a substantial breach of duties by YOU relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

## NEBRASKA

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

# STATE REQUIREMENTS



## **NEVADA**

Section 1), paragraphs a-c in **CANCELLATION OF YOUR SERVICE CONTRACT** are deleted and replaced with the following:

- a. Cancellation requests received within thirty (30) days will receive a 100% full refund provided claims have not been filed and/or paid. A cancellation fee will not be charged.
- b. All other cancellations, including cancellations within the first thirty (30) days when a claim has been filed, are pro-rated based upon term or mileage, whichever is greater.
- c. Cancellations requested by YOU after 30 days are subject to a \$35.00 cancellation fee.

The following is added under Paragraph 1 in the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

The ADMINISTRATOR shall refund to YOU the SERVICE CONTRACT Purchase Price within forty-five (45) days after this SERVICE CONTRACT is returned pursuant to 1) a. above. If the ADMINISTRATOR fails to refund the Purchase SERVICE CONTRACT Price within that time, the ADMINISTRATOR shall pay YOU a penalty of ten percent (10%) of the SERVICE CONTRACT Purchase Price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

The following is added to the last paragraph of Section 2) under the **CANCELLATION OF YOUR SERVICE CONTRACT** provision:

WE must mail YOU notice of cancellation fifteen (15) days prior to the effective date of termination.

**If WE cancel this SERVICE CONTRACT pursuant to NRS690C.270, no cancellation fee will be charged.**

The following statements are added to the SERVICE CONTRACT:

This SERVICE CONTRACT is non-renewable.

The ADMINISTRATOR has contracted with Royal Administration Services to administer the SERVICE CONTRACT. All inquiries should be directed to the address and toll-free telephone number listed in the SERVICE CONTRACT.

The following is added to the WHAT IS NOT COVERED Section:

This Service Contract does not cover consequential damages.

## **NEW HAMPSHIRE**

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

# STATE REQUIREMENTS



## NEW MEXICO

The following are changes under CANCELLATION OF YOUR SERVICE CONTRACT:

Item 1) c. is deleted and replaced with the following:

All cancellations after thirty (30) days are subject to a thirty-five dollar (\$35) cancellation fee.

Section 2) is deleted in its entirety and replaced with the following:

If this SERVICE CONTRACT has been in effect for less than seventy (70) days, WE may cancel for any reason. After this SERVICE CONTRACT has been in effect seventy (70) days or more, WE may only cancel for one or more of the following reasons:

- a. YOUR failure to pay an amount when due;
- b. YOUR conviction of a crime that results in an increase in the service required under this SERVICE CONTRACT;
- c. Discovery of fraud or material misrepresentation by YOU in obtaining this SERVICE CONTRACT or in presenting a claim for service hereunder; or d. Discovery of either of the following if it occurred after the effective date of this SERVICE CONTRACT and substantially and materially increased the service required under the SERVICE CONTRACT:

- i. An act or omission by YOU;
- ii. A violation by YOU of any condition of this SERVICE CONTRACT.

Notice of cancellation will be mailed to YOU fifteen (15) days prior to the effective date of cancellation. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. A 10% penalty per month will be added to any refund that is not paid or credited to YOU within sixty (60) days after the return of this SERVICE CONTRACT.

## NEW YORK

Section 198-b of New York General Business Law requires an automobile dealer, unless otherwise excepted, 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 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 not 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 SERVICE CONTRACT:

In addition to the dealer warranty required by the law, YOU have elected

# STATE REQUIREMENTS



to purchase this SERVICE 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 SERVICE CONTRACT.

The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this SERVICE CONTRACT apply only to this SERVICE CONTRACT and are not the terms of the required dealer warranty.

The following is added to Terms And Conditions, Breakdown of Covered Parts:

The use of non-original manufacturer's parts shall comply with state and federal laws.

The following is added to the Transfer And Cancellation Provision, Section 2:

If WE cancel this SERVICE CONTRACT, WE will mail a written notice to YOUR last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective reimbursement required under Section 3. of this provision. Written notice is not required if the reason for cancellation is nonpayment of the SERVICE CONTRACT price, a material misrepresentation, or a substantial breach of duties by YOU relating to the vehicle or its use.

The amount of any refund for which YOU may qualify, and that WE may pay YOU or the dealer, will be determined by US. It will be the lesser amount yielded by the following two computation methods, less a thirty-five dollar (\$35) administrative fee. The first method is the pro rata method based upon the number of months of the SERVICE CONTRACT TERM expired at the time of cancellation. The second method is the pro rata method based upon the number of miles of the SERVICE CONTRACT TERM, in thousands of miles or portion thereof, expired at the time of cancellation. YOU will receive a full refund if YOU cancel the SERVICE CONTRACT within sixty (60) days of the effective date of this SERVICE CONTRACT and have not incurred a claim. If this SERVICE 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 SERVICE CONTRACT, a ten percent (10%) penalty per month shall be added to a refund. If this SERVICE CONTRACT is cancelled under Item 2 of this section and WE have paid a claim, the amount of refund will be reduced by the amount of the claim or considered fully earned if the claim is more than the amount of the refund.

## **NORTH CAROLINA**

Under CANCELLATION OF SERVICE CONTRACT – Section 1. Subsection a. is deleted and replaced with the following:

1.) If this SERVICE CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE CONTRACT charge paid. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund an amount of the SERVICE CONTRACT charge according to the pro-rata

# STATE REQUIREMENTS



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 thirty-five (\$35.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check as their interest may appear.

## OKLAHOMA

**DISCLOSURE STATEMENTS: 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 does not review commercial service warranty contract language (only personal).**

The following are changes under CANCELLATION OF YOUR SERVICE CONTRACT:

Section 1) a, b, and c are deleted in their entirety and replaced with the following:

1) YOU may cancel this SERVICE CONTRACT at any time.

a. If this SERVICE CONTRACT is canceled within the first thirty (30) days, and no claim has been authorized or paid, We will refund the entire SERVICE CONTRACT charge paid.

b. If YOU cancel this SERVICE CONTRACT after the first thirty (30) days, or have made a claim within the first thirty (30) days, a pro rata refund, less a processing fee of ten percent (10%) of the unearned pro rata contract purchase price or thirty five dollars (\$35.00), whichever is less, will be made 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. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

c. If WE cancel this SERVICE CONTRACT, 100% of the contract purchase price will be refunded.

Section 1) the first full paragraph, "The ADMINISTRATOR agrees to pay on behalf of the vendor..." is deleted in its entirety.

Section 2, last paragraph, the following is added:

In the event the SERVICE CONTRACT is canceled by US, return of premium shall be based upon one hundred percent (100%) of the unearned pro rata premium.

Under the Financing And Payment Provisions, the Installment Payment Provision paragraph is deleted in its entirety and replaced with the following:

### INSTALLMENT PAYMENT PROVISION

In the event YOUR SERVICE CONTRACT is purchased at a point after YOU purchased YOUR vehicle and YOU are paying for YOUR SERVICE CONTRACT by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original contract terms. If YOU choose to terminate coverage and receive a refund of any unused portion

# STATE REQUIREMENTS



of the contract, YOU must follow the procedures under the CANCELLATION OF YOUR CONTRACT section to obtain any refund. As an alternative to a refund YOU may select to have the expiration date and mileage of the SERVICE CONTRACT modified to reflect the portion of the SERVICE CONTRACT that YOU have paid for. The modified expiration date and mileage of the SERVICE CONTRACT will be calculated on a pro-rata basis by adding the amount of time and mileage that YOU have paid 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.

## **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 less than 36,000 miles at the time of sale:

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

Used Vehicles with 36,000 miles or more 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 SERVICE CONTRACT:

In addition to the dealer warranty required by this law, YOU have elected to purchase this SERVICE 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 SERVICE CONTRACT.

The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this SERVICE CONTRACT apply only to this SERVICE CONTRACT and are not the terms of the required dealer warranty.

## **SOUTH CAROLINA**

Under CANCELLATION OF YOUR SERVICE CONTRACT – Section 1.

Paragraph a. is deleted and replaced with the following:

- a) If this SERVICE CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE CONTRACT charge paid. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund an amount of the SERVICE 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. In the event of cancellation, the lien holder, if any, will be named on a cancellation check as their interests may appear.

# STATE REQUIREMENTS



## TEXAS

The Cancellation Of Your Service Contract section is deleted in its entirety and replaced with the following:

1. YOU may cancel this SERVICE 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 this SERVICE CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, WE will refund the entire SERVICE CONTRACT purchase price. 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 SERVICE CONTRACT to US. If this SERVICE CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund the unearned SERVICE CONTRACT purchase price to YOU calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the SERVICE CONTRACT was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of thirty five dollars (\$35.00).
2. WE may cancel this SERVICE CONTRACT based on one or more of the following reasons:

(A) non-payment of the SERVICE CONTRACT purchase price; (B) a material misrepresentation made by YOU; or (C) a substantial breach of duties by YOU under the SERVICE CONTRACT relating to the Vehicle or its use. If this SERVICE CONTRACT is canceled by US, WE will refund the unearned SERVICE 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 SERVICE CONTRACT was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of thirty-five dollars (\$35.00).

If WE cancel the SERVICE 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 SERVICE 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.

The following is added to the Notice paragraph:

YOU may apply for reimbursement directly to AMT Warranty Corp. if a refund or credit is not paid before the 46th day after the date on which this SERVICE CONTRACT is returned to the ADMINISTRATOR under Section 1304.158.

## UTAH

The following is added to the WHAT IS NOT COVERED Section:

This Service Contract does not cover consequential damages.

# STATE REQUIREMENTS



Note: Coverage afforded under this SERVICE CONTRACT is not guaranteed by the Property and Casualty Guarantee Association. This SERVICE CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The following are changes under the ARBITRATION section:

The first paragraph 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 JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Item a. is deleted and replaced with the following:

If YOU dispute OUR determination to deny YOU benefits under this SERVICE CONTRACT, YOU must submit written notice to US of YOUR intent to arbitrate that dispute.

Item d. is deleted in its entirety.

Item f. is deleted and replaced with the following:

THE AGREEMENT WILL SURVIVE THE TERMINATION OF THIS SERVICE CONTRACT. 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.

Under CANCELLATION OF SERVICE CONTRACT, Item 2) is deleted and replaced with the following:

WE may cancel this SERVICE CONTRACT within the first sixty (60) days for any reason. If this SERVICE CONTRACT has been in effect for more than sixty (60) days, WE may cancel this SERVICE CONTRACT only for one or more of the following reasons:

- a. Nonpayment of the SERVICE 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 this SERVICE CONTRACT; or
- d. Substantial breaches of contractual duties, conditions, or warranties, under this SERVICE CONTRACT.
- e. YOU will receive a refund in accordance with Item 1) of this section. WE will mail a cancellation notice which states the reason

# STATE REQUIREMENTS



for cancellation to YOU at least thirty (30) days in advance, ten (10) days for nonpayment of the SERVICE CONTRACT price, before WE cancel this SERVICE CONTRACT. Such cancellation notice will be delivered or mailed by first class mail.

Under REIMBURSEMENT OPTION, this section is amended to state that failure to file a claim within 180 days does not invalidate a claim if YOU show it was not reasonably possible to file within one hundred eighty (180) days.

The following is added to the SERVICE CONTRACT:

YOU may include the service contract price with the financing of the Vehicle, or pay the ADMINISTRATOR for the entire amount of the service contract separately.

## VERMONT

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

Under CANCELLATION OF YOUR SERVICE CONTRACT, Item 1) a. is deleted and replaced with the following:

a. Cancellation requests received within twenty (20) days of receipt of this SERVICE CONTRACT, and if no claims have been paid, will receive a full refund with no cancellation fee.

## WASHINGTON

The following is added to the **Definitions** Section on Page 3:

**Service Provider:** means the person that is contractually obligated to the Service Contract Purchaser/Holder under the terms of this SERVICE CONTRACT. This SERVICE CONTRACT is between YOU and AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. Toll Free 1-866-327-5818.

**Motor Vehicle/Vehicle:** means the Vehicle covered by this SERVICE CONTRACT, which is the one identified on the Registration Page.

**Service Contract Purchase Price/Provider Fee:** means the price paid by YOU for the purchase of this SERVICE CONTRACT.

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

**Service Contract:** means this SERVICE CONTRACT and YOUR completed Registration Page.

**Service Contract Purchaser/Holder:** means the purchaser of this SERVICE CONTRACT as named in the Registration Page.

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

**We, Us, Our or Provider:** means the Service Provider, AMT Warranty Corp.

**You or Your:** means the Service Contract Purchaser/Holder as named on the Registration Page.

# STATE REQUIREMENTS



The following are changes under the **General Provisions** Section:

The following is added to item 2, **SUBROGATION**:

WE shall not be entitled to any subrogation proceeds unless and until YOU have been fully reimbursed for YOUR loss.

Paragraph 3a is deleted and replaced with the following:

If YOU dispute OUR determination to deny YOU benefits under this **SERVICE CONTRACT**, YOU must submit written notice to US of YOUR intent to arbitrate that dispute as soon as practical following OUR determination.

Paragraph 3d. 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 actions in connection with this motor vehicle **SERVICE CONTRACT**.

Paragraph f. is deleted in its entirety.

The following are changes to the **WHAT IS NOT COVERED** Section:

The following is added to this section:

This **SERVICE CONTRACT** does not cover consequential damages.

The following is added to Item 4 under this section:

YOUR failure to perform maintenance must involve the failed part(s).

The cancellation section is deleted in its entirety and replaced with the following:

1) YOU may cancel this Contract any time.

a. Cancellation requests received within thirty (30) days will receive a full refund unless YOU return the **SERVICE CONTRACT** ten (10) or more days after its purchase in which case a cancellation fee of \$25.00 will be charged. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of the return of the **SERVICE CONTRACT** to US.

b. All other cancellations are pro rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.

c. All other cancellations requested by YOU are subject to a twenty-five dollar (\$25.00) cancellation fee.

d. Return to the Vendor, Administrator, or Provider to complete and sign the cancellation forms, or e. Mail written notice to the Vendor, Administrator, or Provider if YOU desire to cancel the Contract.

f. You may also contact the insurance company directly for cancellation.

The **ADMINISTRATOR** agrees to pay on behalf of the Vendor, the unearned refund based on the consideration received from the Vendor. The Vendor agrees to pay the unearned portion of the commission originated from the **SERVICE CONTRACT** sale date.

A notarized odometer statement indicating the odometer reading at the date of the request will be required.

# STATE REQUIREMENTS



The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective, (except in case of repossession, stole, or totaled vehicles). The ADMINISTRATOR may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2) WE may cancel for any reason within the first sixty (60) days. After sixty (60) days WE may not cancel this SERVICE CONTRACT and are fully obligated under the terms of this SERVICE CONTRACT.

Written Notice of cancellation will be delivered to YOU at your last known address at least twenty-one (21) days prior to cancellation by registered mail. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation and will include any reimbursement required.

The **Installment Payment** Provision is deleted and replaced with the following:

In the event YOUR SERVICE CONTRACT is purchased at a point after YOU purchased YOUR vehicle and YOU are paying for YOUR SERVICE CONTRACT by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original contract terms. If YOU choose to terminate coverage and receive a refund of any unused portion of the contract, YOU must follow The procedures under the CANCELLATION Section to obtain any refund. As an alternative to a refund YOU may select to have the expiration date and mileage of the SERVICE CONTRACT modified to reflect the portion of the SERVICE CONTRACT that YOU have paid for. The modified expiration date and mileage of the SERVICE CONTRACT will be calculated on a pro rata basis by adding the amount of time and mileage that YOU have paid 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.

The following is added under FILING A CLAIM:

For repairs exceeding \$350.00, contact the ADMINISTRATOR on the next business day at (800) 871-0467.

The paragraph under Notice is deleted and replaced with the following:

OUR obligations as pertains to this SERVICE CONTRACT are guaranteed by policy number AMTS-WIC-SCRI07-00 issued by Wesco Insurance Company. YOU may also file a claim directly with Wesco Insurance Company at 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. The toll-free number is 1-866-505-4048.

## WISCONSIN

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

# STATE REQUIREMENTS



The following statement is added to the SERVICE CONTRACT:

The ADMINISTRATOR has contracted with Royal Administration Services, Inc. to administer the SERVICE CONTRACT. All inquiries should be directed to the address and toll-free number listed in the SERVICE CONTRACT.

The ARBITRATION provision is amended as follows:

Under Item 2. SUBROGATION, the following is added:

WE shall not be entitled to any subrogation proceeds unless and until YOU have been fully reimbursed for YOUR loss.

Items 3 and 3d are amended by adding the following:

Arbitration is not mandatory and both parties must agree to the arbitration process.

Under WHAT IS NOT COVERED, Paragraph 1 is deleted and replaced with the following:

Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this SERVICE CONTRACT.

Under CANCELLATION OF YOUR SERVICE CONTRACT, Section 1) is deleted and replaced with the following:

1) YOU may cancel this Contract at any time.

a. Cancellation requests received within thirty (30) days will receive a full refund.

b. All other cancellations are pro-rated based upon term or mileage; whichever is greater.

c. All cancellations are subject to a \$35.00 cancellation fee.

d. Return to the Vendor or Administrator to complete and sign the cancellation forms, or

e. Mail written notice to the Vendor or Administrator if YOU desire to cancel the Contract.

The ADMINISTRATOR agrees to pay the unearned refund.

A notarized odometer statement indicating the odometer reading at the date of the request will be required.

The request for cancellation must be made not later than forty-five (45) days from the date that the cancellation is to become effective, (except in case of repossession, stolen, or totaled vehicles). The ADMINISTRATOR may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

Under TO FILE A CLAIM, is deleted and replaced with the following:

Obtain Authorization from the ADMINISTRATOR – Prior to any repair being made, instruct the Service Manager at the repair facility to contact the ADMINISTRATOR to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this SERVICE CONTRACT.

In the event of emergency repairs, and YOU are unable to obtain prior authorization, the burden is on YOU to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under

# STATE REQUIREMENTS



this SERVICE CONTRACT. For such emergency repairs, YOUR claim will not be denied solely for the lack of prior authorization.

The amount authorized by the ADMINISTRATOR is the maximum amount that will be paid for repairs covered under the terms of this SERVICE CONTRACT. Any additional amount must receive prior approval.

Under REIMBURSEMENT OPTION, the following is added:

Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the ADMINISTRATOR as soon as reasonably possible.

## **WYOMING**

UNDER TERMS AND CONDITIONS the following is added under BREAKDOWN OF COVERED PARTS:

Replacement parts may be non-original manufacturer's parts.

Under CANCELLATION OF YOUR SERVICE CONTRACT Section 1, Paragraphs a and c are replaced with the following:

a. If no claim has been made, cancellation requests received within thirty (30) days will receive a full refund.

c. All cancellation requests after the SERVICE CONTRACT has been in effect for thirty (30) days are subject to a \$35.00 cancellation fee.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding and Item d. of the ARBITRATION provision is deleted in its entirety.

The LIENHOLDER CANCELLATION section is deleted in its entirety.