



## APPEARANCE GUARD

### DEFINITIONS

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

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

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

**Administrator** – Means the administrative entity of this **Contract**, as stated on the **Registration Page** attached to this **Contract**.

**Commercial Use** – Means vehicles used for farming or ranching, route work, job-site activities, service or repair work and delivery of goods.

**Exotic Vehicles** – Means the following or similar vehicles: Dodge Viper, Plymouth Prowler, Bentley, Rolls Royce, Ferrari, Aston Martin, Lotus, Masererati, Mayback and Lamborghini.

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

**Paintless Dent Repair (“PDR”)** – Means the process of repairing dents or dings that are smaller than four inches (4”) in diameter on **Your Vehicle’s** exterior painted sheet vertical metal body panels, through the utilization of special tools designed to gently remove minor dents without affecting the metal’s paint finish.

**Interior Fabric Repair (“IFR”)** – Means the repair of burns, cuts, rips or tears that are smaller than two inches (2”) in diameter, which occur to the **Vehicle’s** interior seats, upholstery or carpet after coverage is effective for the **Vehicle** under this **Contract**.

**Windshield Repair** – Means the repair of chips or cracks up to four (4) inches in length in the front windshield of **Your Vehicle** as a result of damage caused by **Road Hazard**.

**Road Hazard** – Means any rock, stone or other hazardous debris such as wood, metal parts, plastic or composite scraps or other propelled objects encountered during normal driving conditions. **Road Hazard** does not include any damage caused by collision, vandalism or any other causes described under the Exclusions & Limitations section herein.

**Key/FOB Replacement** – Means the replacement of eligible keys (including FOB and/or remote) which were provided to the Registered Owner at the **Vehicle’s** original delivery. Only the two Key/FOB(s) provided at **Vehicle’s** purchase date are eligible for replacement.

**OEM Warranty** – Means the original equipment manufacturer’s warranty attached to **Your Vehicle**, which covers expenses incurred for necessary repairs to fix any defects in material or workmanship.

**Network Technicians** – Means the certified specialists that **We** have contracted with to provide services for **Your Vehicle** under the terms of this **Contract**.

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

**Registered** – Means a claim has been recorded only when the **Administrator** or Provider has been contacted and has issued a claim reference number.

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

### COVERAGE

**PAINTLESS DENT REPAIR (“PDR”):** **We** agree to provide unlimited Paintless Dent Repairs for **Your Vehicle**, in accordance with the terms of this **Contract**, while coverage is effective for the **Vehicle**.

**INTERIOR FABRIC REPAIRS:** **We** agree to provide unlimited Interior Fabric Repairs for **Your Vehicle**, in accordance with the terms of this **Contract**, while coverage is effective for the **Vehicle**.

**WINDSHIELD REPAIRS:** In the event **Your Vehicle’s** front windshield incurs chips or cracks as a result of damage caused by **Road Hazard**, **We** agree to repair minor chips and cracks less than four (4) inches in which repairs can be safely performed. Coverage is provided only for standard or rain sensing front windshields of private passenger vehicles that have a manufacturer’s suggested retail price (MSRP) of \$100,000.00 or less.

**KEY/FOB REPLACEMENTS:** In the event **Your Vehicle’s** key/fob is damaged, lost or stolen, this **Contract** will cover the costs of a replacement key/fob for the covered **Vehicle**. The value of the key/fob cannot exceed the LIMIT OF LIABILITY shown below. Benefits are only available when two key/fobs are provided at the time of sale. **NOTE:** This benefit is not available until after a sixty (60) day waiting period.

**You are responsible for all charges associated with any diagnostic, disassembly, service or repair services that are not specifically defined in this Contract. This Contract does not cover repairs for any of the causes, or provide coverage for any losses, set forth in the Section entitled “EXCLUSIONS & LIMITATIONS” below.**

### HOW TO FILE A CLAIM

#### **IF YOUR VEHICLE NEEDS A PAINTLESS DENT OR INTERIOR FABRIC REPAIR TAKE THE FOLLOWING STEPS:**

1. **Register Claim with the Administrator** - With your **Registration Page** available; call (877) 265-2017 to **Register Your** claim for **PDR** or **IFR** services. After **Your** coverage has been verified and all information necessary to process **Your** claim has been provided, a **Network Technician** will be assigned. All claims must be **Registered** prior to repairs being made in order to be eligible for coverage under this **Contract**. Please note that this is not a reimbursement plan. Repairs must be made within sixty (60) days of the date of occurrence notwithstanding any other provision of this **Contract**. **IMPORTANT: Registering** a claim does not guarantee that the repair services are covered under this **Contract**.

**ADMINISTRATOR**  
**AMT Warranty Corp.**  
**P.O. Box 927**  
**Bedford, TX 76095**  
**(877) 265-2017**

#### **IF YOUR WINDSHIELD NEEDS REPAIR, TAKE THE FOLLOWING STEPS:**

Immediately (and in no event more than fifteen (15) days from the date of loss) contact the **Administrator** at (877) 265-2017 to obtain a claim authorization number. The **Administrator** will need the following information from **You** to begin the claim process:

- **Contract** number indicated on **Your Registration Page**;
- Selling Dealer indicated on **Your Registration Page**;
- **Vehicle** that is covered by **Your Contract**; and
- Description of the event that caused damage to the covered windshield.

The **Administrator** will schedule an appointment with a technician that is in the Glass Repair Network for inspection of **Your Vehicle** and the damaged windshield. The technician will discuss findings with the **Administrator**. The **Administrator** will determine if the claim is covered by this **Contract**, and whether it is eligible for repair services. The **Administrator** or its authorized representative will

contact **You** immediately following determination of claim eligibility and the services (if any) that are due to **You**. **You** are responsible for transporting **Your Vehicle** to and from the authorized repair facility.

Please note, this **Contract** will not provide cash reimbursement to **You**, and all claims require prior authorization from the **Administrator**. If coverage under **Your Contract** expires during the time of an approved claim, this **Contract** is extended until the fulfillment of **Your** claim.

Should an emergency occur which requires a repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, to determine if such repair will be covered by this **Contract**. If covered, then **You** will be reimbursed for the repair subject to the Terms and Conditions contained herein.

**IF YOU NEED A KEY/FOB REPLACEMENT,  
TAKE THE FOLLOWING STEPS:**

1. **Obtain Prior Approval from Administrator** - Call (877) 265-2017 to **Register Your** claim for Key/Fob Replacement. After the **Administrator** verifies coverage, a claim Reference Number will be issued to **You**. All claims must be first **Registered** with the **Administrator**, and the corresponding claim Reference Number must be provided to the repairing dealer in order to be eligible for coverage under this **Contract**. **IMPORTANT:** registering a claim with the **Administrator** does not guarantee that the Key/Fob Replacement benefit will be provided under this **Contract**.
2. **Return to Your Issuing Dealer** - With **Your Contract, Registration Page**, and claim Reference Number available; go to **Your** issuing dealer. If it is not possible or practicable to return to **Your** issuing dealer, **You** must inform the **Administrator** and **You** will be directed to an appropriate franchise dealer.
3. **Provide the Dealer a Copy of Your Contract, Registration Page and Claim Number** - The dealer will evaluate **Your Vehicle's** key/fob in order to determine whether a replacement is necessary. **IMPORTANT:** All non-working keys/fobs must be made available to the dealer for inspection, and mere evaluation of damage does not guarantee coverage under this **Contract**. The dealer must submit a signed copy of the original repair order to the **Administrator** for payment.

If **You** are unable to go to **Your** issuing dealer, **You** may be required to pay for the replacement key/fob and then submit appropriate documentation to the **Administrator** for reimbursement. **You** are not responsible for any covered key replacement cutting/programming costs; unless the total costs exceed the LIMIT OF LIABILITY for the Key/Fob Replacement benefit under this **Contract**:

**ADMINISTRATOR  
AMT Warranty Corp.  
P.O. Box 927  
Bedford, TX 76095  
(877) 265-2017**

**EXCLUSIONS & LIMITATIONS**

THIS **CONTRACT** PROVIDES NO COVERAGE OR BENEFITS FOR:

- A. **DENTS OR DINGS LARGER THAN FOUR INCHES (4") IN DIAMETER, OR IN WHICH ACCESS IS RESTRICTED (I.E. DUE TO AFTERMARKET ACCESSORIES, DOUBLE METAL PANELS, BRACING), PDR WHERE THERE IS ANY PAINT DAMAGE WHATSOEVER OR ANY CREASED METAL.**
- B. **BURNS, CUTS, RIPS OR TEARS ON THE INTERIOR UPHOLSTERY, SEATS, OR CARPET THAT ARE LARGER THAN TWO INCHES (2") IN DIAMETER.**
- C. **DAMAGE TO ANY INTERIOR ELEMENT THAT IS NOT MADE OF FABRIC (I.E. DASHBOARDS, FLOOR/CARGO MATS, STEREO).**
- D. **DAMAGE TO ANY EXTERIOR BODY PANEL OR PART THAT IS MADE OF NON-METAL MATERIAL OR IS UNPAINTED (INCLUDING: CHROME, PLASTIC, GLASS, RUBBER,**

**MAGNESIUM PANELS, FAUX OR REAL WOOD TRIM, OR CARBON FIBER TRIM).**

- E. **DAMAGE TO ANY AREA WITHIN OR ON THE VEHICLE'S UNDERCARRIAGE, BUMPERS, GRILLS, WINDOWS, OR TIRE/WHEELS.**
- F. **DAMAGE TO ANY ROOF PANEL IN WHICH A SUNROOF OR MOON ROOF HAS BEEN INSTALLED.**
- G. **DAMAGE THAT CANNOT BE REPAIRED USING THE SPECIFIC PDR PROCESS DEFINED HEREIN.**
- H. **ANY WINDSHIELD CRACK(S) THAT EXCEEDS FOUR (4) INCHES IN LENGTH.**
- I. **ANY WINDSHIELD THAT REQUIRES REPLACEMENT.**
- J. **PRE-EXISTING CONDITIONS (PRE-EXISTING MEANS A CONDITION THAT WAS PRESENT IN/ON THE VEHICLE BEFORE COVERAGE WAS EFFECTIVE UNDER THIS CONTRACT).**
- K. **LOSSES, DENTS OR DAMAGE RESULTING FROM MECHANICAL FAILURES; WINDSHIELD CRACKS, STRESS CRACKS OR OTHER WINDSHIELD DAMAGE CAUSED BY ANY PERIL OTHER THAN ROAD HAZARD; COLLISION; FIRE, THEFT, VANDALISM, RIOT, ACTS OF TERRORISM, OR EXPLOSION; LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL HAZARDS OR CHEMICALS; OTHER ENVIRONMENTAL AND WEATHER CONDITIONS, FACTORY DEFECT, WAR, OTHER EXTERNAL PERILS OF NATURE; MISUSE, ABUSE OR NEGLIGENCE.**
- L. **ANY DAMAGE AS A RESULT OF VEHICLE BEING INVOLVED IN A TRAFFIC ACCIDENT OR COLLISION.**
- M. **ANY DAMAGE TO THE COVERED WINDSHIELD THAT OCCURRED WHILE YOUR VEHICLE WAS BEING OPERATED ON UNPAVED ROADS OR OFF PUBLICLY MAINTAINED ROADWAYS.**
- N. **ANY WINDSHIELD REPAIR NECESSITATED BY YOUR FAILURE TO TAKE REASONABLE STEPS TO PREVENT FURTHER DAMAGE TO THE WINDSHIELD; INCLUDING BUT NOT LIMITED TO, SECURING TIMELY REPAIR SERVICES.**
- O. **LOSSES COVERED UNDER ANY OEM WARRANTY, MANUFACTURER RECALL, OR AUTOMOBILE INSURANCE POLICY.**
- P. **ANY SUBSEQUENT OR CONSEQUENTIAL LOSSES; INCLUDING BUT NOT LIMITED TO: LOSS OF USE, TIME, PROFIT, OR INCONVENIENCE.**
- Q. **LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF THE VEHICLE; REGARDLESS OF WHETHER RELATED TO DAMAGE WHICH MAY BE OTHERWISE COVERED UNDER THIS CONTRACT.**
- R. **ANY SERVICES RENDERED OR DAMAGE OCCURRING OUTSIDE OF THE TERRITORY DEFINED IN THIS CONTRACT.**
- S. **ANY EXOTIC VEHICLES OR ANY VEHICLE UTILIZED UNDER COMMERCIAL USE.**
- T. **REPLACEMENTS OF ANY KIND (EXCEPT ELIGIBLE KEY REPLACEMENTS) OR FOR ANY REASON TO ANY ELEMENT ASSOCIATED WITH THE VEHICLE.**
- U. **ANY VEHICLE WEIGHING OVER ONE (1) TON GVWR, OR VEHICLE WITH AN MSRP GREATER THAN ONE-HUNDRED THOUSAND DOLLARS (\$100,000).**
- V. **VALET KEYS OR AFTER MARKET KEY DEVICES (SUCH AS REMOTE.**
- W. **ANY REPLACEMENT KEY MADE WITHOUT PRIOR APPROVAL FROM THE ADMINISTRATOR.**
- X. **ANY KEY REPLACEMENT OR REPAIR COVERED BY MANUFACTURER RECALL OR WARRANTY.**

**PROVISIONS OF THIS SERVICE CONTRACT**

This **Contract** is between Us and You, and is subject to all the terms and conditions contained herein

1. **VEHICLE ELIGIBILITY**  
Only new (or used) vehicle models that are five (5) years old or less are eligible for coverage under this **Contract**. **Vehicle** model age is measured from the **Contract** purchase date.

## 2. CONTRACT PERIOD

Expiration is measured in time from the **Contract** purchase date and continues for the period of time shown on the **Registration Page**. In the event such period of time is not shown on the **Registration Page**, this **Contract** will continue for six (6) years after the **Contract** purchase date.

## 3. COVERAGE

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

## 4. DEDUCTIBLE

There is no Deductible required to obtain authorized benefit under this **Contract**.

## 5. TERRITORY

This **Contract** applies only to services made within: (1) the United States of America (U.S.A.), its territories or possessions; or (2) Canada.

## 6. LIMITS OF LIABILITY

### PAINTLESS DENT REPAIR & INTERIOR FABRIC REPAIR

Coverage under this **Contract** is unlimited for valid claims for **PDR** and **IFR** services, as defined, during the term of this **Contract**. However, in no event will **We**, the **Administrator**, or a **Network Technician** be liable for incidental or consequential loss or damage under this **Contract**; including, but not limited to liability for: failure of the **PDR** service to be effective or to perform at a particular pre-conceived standard or quality level; or any resultant damage to paint while performing the **PDR** service.

### KEY/FOB REPLACEMENT

The maximum amount that this **Contract** will provide in connection with the replacement of **Your Vehicle's** damaged, lost or stolen key/fob will not exceed four-hundred dollars (\$400) for standard models or eight-hundred dollars (\$800) for luxury models per any consecutive twelve (12) months under the terms of this **Contract**. Standard Models include: Mazda, Buick, Chevrolet, Chrysler, Dodge, Ford, GMC, Honda, Hyundai, Isuzu, Jeep, Kia, Mini, Mitsubishi, Nissan, Pontiac, Saturn, Smart Car, Subaru, Suzuki and Toyota. Luxury Models include: Acura, Audi, BMW, Cadillac, Corvette, Viper, Ford GT 350, Hummer, Infiniti, Jaguar, Land Rover, Lexus, Lincoln, Mercedes-Benz, Porsche, Saab, Volkswagen and Volvo.

### WINDSHIELD REPAIR

**Our** liability for any one (1) claim shall in no event exceed the cost of the windshield repair. There is no aggregate maximum liability for windshield repairs.

**We** shall not be liable for any incidental or consequential damages, including but not limited to, lost time resulting from damage to **Your Vehicle** or from delays in service to **Your** covered windshield. **We** shall not be liable for any and all pre-existing conditions that occur prior to the effective date of this **Contract**, including inherent vehicle component flaws.

## 7. TRANSFERS

a. **Your Contract may be transferred to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred once and the transfer must be initiated by the original purchaser of this Contract.**

b. **To transfer, the following must be submitted to the provider within 30 days of the change of ownership to a subsequent individual purchaser.**

- **A completed transfer form; with**
- **Name and Address of new owner and date of sale to new owner; and**
- **\$35.00 Transfer Fee made payable to the provider.**

## 8. FINANCIAL AGREEMENTS

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

### **CANCELLATION OF YOUR CONTRACT**

1. **You** may cancel this **Contract** at any time, including when a loss of **Your Vehicle** due to collision occurs or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the Issuing Dealer and/or provider. If **You** cancel this **Contract**, it cannot be reinstated. This **Contract** can only be cancelled by the original **Contract** Holder.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may also cancel this **Contract** if **Your Vehicle** is found to be utilized as **Commercial Use**.
3. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah, Washington and Wyoming), or if **Your Vehicle** is declared a total loss due to collision or it is repossessed.
4. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method based on the days in force and the date coverage began, less a fifty dollar \$50.00 administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

### **GUARANTY**

This is not an insurance policy, it is a service contract. **Our** obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company (a California approved insurance company), 59 Maiden Lane, 43rd Floor, New York, NY 10038, If a covered claim is not paid within sixty (60) days (except Arizona thirty (30) days) after proof of loss has been filed, **You** may file a claim directly with the Insurance Company at the above address or by calling (866) 505-4048.

### **ARBITRATION**

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

**Please read this arbitration provision carefully. It affects Your rights** Most customer concerns can be quickly and satisfactorily resolved by calling Warrantech Automotive, Inc. at (877) 265-2017. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration **You** are entitled to recover attorneys' fees to at least the same extent as **You** would in court. In addition, under certain circumstances

(explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

## ARBITRATION AGREEMENT

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

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

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., Warrantech Corporation, 2200 Highway 121, Bedford, TX 76021 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Contract**, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Contract**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision

sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.

- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and voidable.
- (7) Notwithstanding any provision in this **Contract** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **Contract**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

## STATE ADDENDUMS

Regulation of service contracts may vary widely from state to state. Any provision within this **Contract** which conflicts with the laws of the state where **You** live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if **Your Contract** was purchased in one of the following states, and supersede any other provision within **Your Contract** terms and conditions to the contrary.

### ALABAMA

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

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

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

### ALASKA

#### INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO ALASKA RESIDENTS.

This **Contract** does provide coverage if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially.

This **Contract** does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Contract**), and attorney's fees.

### ARIZONA

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

**We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** misrepresentation in the submission of a claim.

**We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** start date, or **Your Vehicle** is found to be used as a **Commercial Vehicle**.

EXCLUSIONS & LIMITATIONS SECTION - Item **J**. is deleted and replaced with the following:

#### **J. CONDITIONS THAT WERE CAUSED BY YOU OR KNOWN BY YOU PRIOR TO COVERAGE TAKING EFFECT UNDER THIS CONTRACT.**

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

### ARKANSAS

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

### CALIFORNIA

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

#### KEY/FOB REPLACEMENT IS NOT AVAILABLE TO CALIFORNIA RESIDENTS.

DEFINITIONS, Interior Fabric Repair ("IFR") - Means the repair of cuts, rips or tears necessitated by an operational or structural failure due to defect in materials or workmanship, or due to normal wear and tear that are smaller than two inches (2") in diameter, which occur to the **Vehicle's** interior seats, upholstery or carpet after coverage is effective for the **Vehicle** under this **Contract**. Coverage due to burns are not covered under Interior Fabric Repair.

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

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

EXCLUSIONS & LIMITATIONS - Item **B**. is deleted in its entirety and replaced with the following:

#### **B. CUTS, RIPS OR TEARS ON THE INTERIOR UPHOLSTERY, SEATS, OR CARPET THAT ARE LARGER THAN TWO INCHES (2") IN DIAMETER.**

If **We** cancel this **Contract** the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The **Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this **Contract** within sixty (60) days, the entire **Contract** price will be refunded. After sixty (60) days, **We** may only cancel this **Contract** for non-payment, fraud or material misrepresentation. If **We** cancel this **Contract** after sixty (60) days, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins. If **We** cancel this **Contract**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for coverage under the terms of the **Contract**. If **You** cancel this **Contract** within sixty (60) days and no claims have been filed, the entire **Contract** charge will be refunded. If **You** cancel this **Contract** within sixty (60) days and have paid or approved claims, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins. If **You** cancel this **Contract** after sixty (60) days, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or 10% of the **Contract** price charged will be charged.

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

### COLORADO

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

### CONNECTICUT

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

If **Your Vehicle** is being repaired for a covered repair or replacement, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

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

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

### FLORIDA

#### INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO FLORIDA RESIDENTS.

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

**You** may also cancel this **Contract** by contacting the **Administrator**, Wesco Insurance Company, as shown on the **Registration Page**.

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

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

#### GEORGIA

EXCLUSIONS & LIMITATIONS SECTION - Item **J**. is deleted and replaced with the following:

**J. FOR ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

The lienholder shown on the **Registration Page** and the funding party referenced in Provision 8. Financial Agreements may only cancel this **Contract** for non-payment if they hold a power of attorney.

**We** may cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date coverage begins. An administration fee not to exceed the lesser of 10% of the pro-rata amount or \$50 will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the Guaranty section of this **Contract**.

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

#### HAWAII

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

#### IDAHO

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

#### ILLINOIS

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

**INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO ILLINOIS RESIDENTS.**

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

The Service **Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the Service **Contract** price or fifty dollars (\$50).

#### INDIANA

**INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO INDIANA RESIDENTS.**

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

**Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**. If **We** fail to perform or make payment due under the service **Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the service **Contract** that the provider refund any part of the cost of the service **Contract** upon cancellation of the service **Contract**.

EXCLUSIONS SECTION - Item **J**. is deleted and replace with the following:

**J. FOR ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

ARBITRATION PROVISION - Item (7) is deleted in its entirety.

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

#### IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, (515) 281-5705. If **You** cancel this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the Service **Contract** to the Service Company.

#### LOUISIANA

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

CANCELLATION OF **YOUR CONTRACT** SECTION - Item **4**. is deleted and replaced with the following:

**4.** If **You** cancel this **Contract** within the first thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded, less a fifty dollar (\$50) administrative fee. If **You** cancel this **Contract** after the first thirty (30) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### MAINE

An administrative fee not to exceed fifty dollars (\$50.00) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

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

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

#### MARYLAND

If **Your Vehicle** is being repaired for a breakdown covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is extended until the repair is completed.

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

## MASSACHUSETTS

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

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

## MINNESOTA

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

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

If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the Guaranty section of this **Contract**.

EXCLUSIONS & LIMITATIONS SECTION - Item **J**. is deleted in its entirety and replaced by the following:

**J. FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACT PURCHASE DATE.**

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

## MISSISSIPPI

**Our** obligations and the performance to **You** under the Service **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If **We** cancel this **Contract** for non-payment, **We** shall mail a written notice to **You** at **Your** last known address at least ten (10) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

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

## MISSOURI

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

## MONTANA

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

## NEBRASKA

**We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use. If **We** cancel this **Contract**, **We** will give you sixty (60) days of notification, except for non-payment, which will be ten (10) days notification.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after

the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

## NEVADA

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

This Service **Contract** is not renewable.

**KEY/FOB REPLACEMENTS - This benefit is not available until after a sixty (60) day waiting period.**

Obtain approval PRIOR to having work performed that may be covered by this Service **Contract**. Any claim for repairs that have not received prior approval will not be covered.

The Arbitration provision of this **Contract** is not mandatory Pursuant to Nevada Law.

PROVISIONS OF THIS SERVICE **CONTRACT** SECTION - Item **8**. is deleted and replaced with the following:

### 8. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle** due to collision. Failure by **You** to make monthly payments in a timely manner may result in cancellation of this **Contract**. In the event of cancellation, any claim filed and/or approved prior to cancellation date will be honored and/or reviewed for coverage under the terms of the **Contract**.

CANCELLATION OF **YOUR CONTRACT** SECTION - Item **2**. is deleted and replaced with the following:

2. **We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this **Contract** if **Your Vehicle** is found to be used as a **Commercial Vehicle**, however, **We** may only cancel this **Contract** for these reasons if such use occurred after the effective date of this **Contract** and substantially and materially increases the service required under this **Contract**. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins, no administrative fee will be deducted. In the event **We** or the lienholder cancel this **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

CANCELLATION OF **YOUR CONTRACT** SECTION - Item **4**. is amended to include the following:

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the **Contract** price will be added to the refund for every thirty (30) days the refund is not paid.

## NEW HAMPSHIRE

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

Cancellation and Transfer Fees do not apply.

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

## NEW JERSEY

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



## NEW MEXICO

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

## NEW YORK

### KEY/FOB REPLACEMENT IS NOT AVAILABLE TO NEW YORK RESIDENTS.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the **Contract** to the provider.

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

## NORTH CAROLINA

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**.

## OKLAHOMA

### THE CONTRACT OBLIGOR IS AMT WARRANTY CORP. INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO OKLAHOMA RESIDENTS.

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

Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty contracts.

**Disclosure Statement:** 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.

PROVISIONS OF THIS SERVICE **CONTRACT** SECTION - Item **8**. is deleted and replaced with the following:

### 8. FINANCIAL AGREEMENTS

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

CANCELLATION OF **YOUR CONTRACT** SECTION - Items **2**. and **4**. are deleted and replaced with the following:

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

The Arbitration Provision section of this **Contract** is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

ARBITRATION SECTION - Item (6) is deleted in its entirety and replaced with the following:

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both **You** and **We** agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be voidable.

## OREGON

### INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO OREGON RESIDENTS.

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

The Arbitration section is deleted and replaced as follows:

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

Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude **You** from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against **Us** on **Your** behalf. **You agree that, by entering into this Plan, You and We are each waiving the right to participate in a class action.**

## SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

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

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

Obligations of the provider under this Service **Contract** are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 505-4048.

## TEXAS

AMT Warranty Corp. Service **Contract Administrator** License No. 189. If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the

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

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

#### UTAH

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

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

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

HOW TO FILE A CLAIM SECTION is amended by adding: In the event **You** need to file a claim after the **Administrator's** office hours, contact the **Administrator** as soon as reasonably possible to report the failure.

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

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

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

#### VIRGINIA

#### INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO VIRGINIA RESIDENTS.

#### VERMONT

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

#### WASHINGTON

#### INTERIOR FABRIC REPAIR ("IFR") IS NOT AVAILABLE TO WASHINGTON RESIDENTS.

The definition of "**We, Us and Our**" means the obligor/service **Contract** provider of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

CANCELLATION OF **YOUR CONTRACT** SECTION - Item 1. is amended to include the following:

1. **You** may cancel this **Contract** by returning it to the Provider or the Insurer. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the Provider.

CANCELLATION OF **YOUR CONTRACT** SECTION - Items 2. and 4. are deleted and replaced with the following:

2. **We** may cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim. If cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the Provider at least:
  1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract** charge.
  2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.
4. If **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term selected and the date coverage begins, less a twenty five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

**You** may file a claim directly with the Insurance Company at any time. **Information Disclosure:** As the undersigned, I agree that I have read and understand the following **Contract** provisions and implied warranty disclosure:

1. PROVISIONS OF THIS SERVICE **CONTRACT** and HOW TO FILE A CLAIM, which outlines **Your** responsibilities.
2. COVERAGE, which outlines the coverage provided under the **Contract**.
3. PROVISIONS OF THIS SERVICE **CONTRACT**, Sections 1. VEHICLE ELIGIBILITY and 2. **CONTRACT** PERIOD, which outline the time limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Contract**.
5. EXCLUSIONS & LIMITATIONS, which outlines conditions where the **Contract** does not provide coverage.
6. CANCELLATION OF **YOUR CONTRACT**, which outlines the **Contract** cancellation conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### WISCONSIN

#### THE CONTRACT OBLIGOR/PROVIDER IS AMT WARRANTY CORP. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Any claim for repairs that have not been **Registered** prior to having repairs made may jeopardize coverage under this **Contract**.

Transfer form can be obtained by contacting the **Administrator** as shown on the **Registration Page**.

CANCELLATION OF **YOUR CONTRACT** SECTION - Items 2. and 4. are deleted and replaced with the following:

2. **We** may only cancel this **Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.
4. If this **Contract** is canceled within sixty (60) days of the date of purchase and no claims have been paid, the **Administrator** shall return one hundred percent (100%) of the purchase price paid and the **Contract** shall be void. The right to void the **Contract** applies only to the original purchaser of the **Contract**. If the refund is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**, **We** shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which **We** shall add to the amount of the refund.

For contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this **Contract** within such period, **We** shall refund 100 percent of the unearned pro rata provider fee, less a cancellation fee not to exceed ten percent (10%) of the **Contract** purchase price paid. If **You** request cancellation due to a total loss of **Your Vehicle** which is not covered by a replacement under the terms of **Your Contract**, the **Administrator** shall return one hundred percent (100%) of the unearned pro-rata **Contract** purchase price paid. **Our** obligations under this **Contract** are insured under a service contract reimbursement insurance policy. Should **We** fail to pay any claim or fail to replace the Covered Product under this **Contract** within sixty (60) days after **You** provide proof of loss or, in the event **You** cancel this **Contract** and **We** fail to refund the unearned portion of the **Contract** Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, **You** are entitled to make a direct claim against the insurer, Wesco Insurance

Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this **Contract**. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

#### **WYOMING**

##### **KEY/FOB REPLACEMENT IS NOT AVAILABLE TO WYOMING RESIDENTS.**

**Our** obligations under this **Contract** are insured by a policy issued by the Insurance Company as noted in the Guaranty section of this **Contract**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

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

SAMPLE

**SAMPLE**