



CONTRACT NUMBER

**CUSTOMER INFORMATION**

CUSTOMER'S NAME

CUSTOMER'S STREET ADDRESS				CITY	
STATE	ZIP CODE	CUSTOMER'S PHONE		CUSTOMER'S EMAIL ADDRESS	
LIENHOLDER (NEEDED ONLY WHEN VSC IS INCLUDED WITH VEHICLE FINANCING)				VEHICLE PURCHASE/LEASE DATE	CONTRACT PURCHASE DATE
ODOMETER READING AT CONTRACT PURCHASE DATE		CONTRACT PURCHASE PRICE		VEHICLE IDENTIFICATION NUMBER	
YEAR	MAKE	MODEL		VEHICLE IN-SERVICE DATE	
			CONTRACT TERM (Months/Miles) See Provisions "1. CONTRACT TERM"	DEDUCTIBLE	DEALER BUSINESS ASSOCIATE CODE (BAC)
SELLING DEALER			ADDRESS		
CITY		STATE	ZIP CODE	PHONE NUMBER	FAX NUMBER

**YOUR CONTRACT EXPIRES ON \_\_\_\_\_ OR WHEN YOUR VEHICLE'S ODOMETER READS \_\_\_\_\_ N/A \_\_\_\_\_ WHICHEVER OCCURS FIRST**

<b>WHAT IS COVERED</b>	SEE SCHEDULE OF COVERAGES SECTION OF THE CONTRACT FOR COVERAGE DETAILS.
<b>ADVANCED LEASE PROTECTION</b>	
<b>ADDITIONAL BENEFITS</b>	RENTAL CAR, TOWING/ROAD SERVICE, TRIP INTERRUPTION, LOST KEY/LOCKOUT

**You** (the **Contract** Holder), acknowledge that: The information contained above is, to the best of **Your** knowledge, true; **You** understand that authorization from the **Administrator** must be received before any repairs are performed under the **Contract**.

Purchase of this coverage is not required to obtain financing or to register a motor vehicle.  
 This is not a substitute for liability insurance contract.  
 We do not disclose information about our customers to anyone, except as permitted by law.  
 We may share customer data with GM and GM affiliates.  
 THE **CONTRACT** CONTAINS AN ARBITRATION PROVISION

\_\_\_\_\_  
CUSTOMER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

The definition of "**We, Us and Our**" used frequently throughout the Vehicle Service **Contract** is defined as AMT Warranty Corp., P.O. Box 927, Bedford, TX 76095, (877) 265-1072. If this Vehicle Service **Contract** was purchased in any state where required by law, "**We, Us and Our**" is defined as the Dealer or Lessor from whom **You** purchased or leased the Vehicle described on the **Registration Page**. Please refer to the Vehicle Service **Contract** for additional Definitions.

**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 Alaska & 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.

**California residents**, **You** may file a claim directly with the Insurance Company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. If **You** are not satisfied with the Insurance Company's response, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Website (www.insurance.ca.gov). Vehicle Service **Contract** Provider California License #0H18143.

**Washington** insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-AMT-SCRI-WA-091615. **You** may file a claim directly with the Insurance Company at any time.

**Florida residents**, the Vehicle Service **Contract** Obligor/Provider and **Administrator** is WESCO INSURANCE COMPANY, 800 Superior Ave, E, 21st FL, Cleveland, OH 44114, 877-217-8931, LICENSE #01913.

All roadside assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **Residents of Alabama, Alaska, Utah and Virginia**: All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **Residents of California**: Towing/Road Service and Lost Key/Lockout Assistance benefits are provided by AMT Warranty Corp. CA Lic #0H18143, and administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. Motor Club Permit Number: 5157-3. All other coverage and benefits are provided and administered by AMT Warranty Corp.



# PROTECTION PLAN

## ADVANCED LEASE PROTECTION

### DEFINITIONS

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

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

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

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

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

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

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

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

**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.

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

**Breakdown** – Means the failure of a covered part under normal service or the failure of a **Covered Part** due to a gradual reduction in operating performance beyond manufacturer's specifications as a result of normal wear and tear. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent Damages** resulting from the **Breakdown** of a **Covered Part** are covered by this **Contract**, except when **You** have failed to perform the recommended maintenance services on the **Vehicle**.

**Covered Part** – Means any **Vehicle** part, except as set forth in the Exclusions & Limitations section of this **Contract**.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part originating with the failure of a **Covered Part**.

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

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

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

### SCHEDULE OF COVERAGES:

The following are subject to the LIMIT OF LIABILITY under the terms of this **Contract**.

**BREAKDOWN COVERAGE:** We will pay or reimburse **You** for approved costs to repair or replace any **Breakdown** of any **Covered Part** except as listed in the Exclusions & Limitations section. **All repairs or replacements will be made using only genuine OEM new or genuine OEM remanufactured parts unless otherwise authorized by You or unless such parts are not reasonably available as determined by the Administrator.**

**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.

**BRAKE PAD COVERAGE:** Replacement of one (1) set of front and rear brake pads/shoes during the term of the Service **Contract**.

**BATTERY COVERAGE:** We will pay for the replacement of one (1) battery, not to exceed the difference between the manufacturer's pro-rated replacement reimbursement and the cost of a like kind and quality battery during the term of the Service **Contract**.

**HEADLAMP BULB COVERAGE:** Unlimited replacement of headlamp bulbs (damage as a result of collision is not covered) during the term of the Service **Contract**.

**BELTS & HOSES:** Unlimited replacement of the engine belts and hoses; including vacuum pump hose, serpentine belt, power steering belt, alternator belt, supercharger belt, air pump belt, air conditioner belt, water pump belt, heater hose, radiator hose, throttle body hose, upper and lower radiator hoses, air conditioning hose, power steering pressure and return hose, air hose, wash hoses, vacuum hoses and fuel hoses.

**WINDSHIELD WIPER BLADE COVERAGE:** Replacement of one (1) set of windshield wiper blades and/or inserts during the term of this Service **Contract**.

**ELECTRICAL COVERAGE:** Unlimited replacement of fuses, interior and exterior light bulbs; including: turn signal bulbs, engine compartment fuses, running lights, fog lights, stop lights, backup lights, license plate lights, parking lights, trunk light, dome light, courtesy light, visor light, map light and glove box light (damage as a result of collision is not covered).

**WHEEL ALIGNMENT COVERAGE:** Covers one (1) wheel alignment during the term of this Service **Contract**.

**DIAGNOSTICS COVERAGE:** Reasonable, necessary, and customary diagnostic charges incurred in conjunction with a covered repair; not to exceed the labor time listed in a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

**FLUID COVERAGE:** Replacement of necessary fluids, oils, greases, lubricants and approved air-conditioning (A/C) gases that must be replaced in conjunction with a covered repair. **THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

**RELATED DAMAGE COVERAGE:** Replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a covered **Breakdown. Coverage** includes disc brake rotor and brake drum resurfacing required as a direct result of a covered **Breakdown**.

### ADDITIONAL BENEFITS:

**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is being repaired. **Coverage** will be provided to **You** on the following basis, up to a maximum of forty dollars (\$40) per day and a maximum of \$280 for each repair visit, unless increased as specified below as a result of parts availability delays. To be eligible for rental **Coverage**, the repair must either: (i) require two (2) or more labor hours or, (ii) cause the covered **Vehicle** to be inoperable and kept in the repair facility overnight. The maximum dollar limit allowed for each repair visit will be increased to a maximum of \$400 if the covered repairs are

delayed because of parts availability issues. **We** must be notified of any parts delay within the first five (5) days of the rental period.

**TOWING/ROAD SERVICE:** In the event **Your Vehicle** is disabled, **We** will pay or reimburse **You** for receipted towing or road service expenses up to one hundred fifty dollars (\$150) per occurrence. Any payment shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage.

**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in the repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to two hundred dollars (\$200) per day for a maximum of four (4) days (Total benefit per occurrence of \$800).

**LOST KEY/LOCK OUT:** If the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35) for locksmith services.

**For Towing/Road Service and Lost Key/Lockout Assistance,  
Call (844) 964-5308**

**You will be requested to provide Your Contract number or last 8 digits of Your VIN, Producer Code 90559 and Plan Letter BH. Many vehicle manufacturers provide Road Club Service during the manufacturer's limited warranty period, please refer to Your manufacturer's road club benefits on how to obtain service.**

#### HOW TO FILE A CLAIM:

**IF THE VEHICLE INCURS A BREAKDOWN, YOU WILL NEED TO TAKE THE FOLLOWING STEPS:**

- 1. Prevent Further Damage** - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a repair in a reasonable amount of time 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. Get the Vehicle to a Licensed Repair Facility** - Return the **Vehicle** to the selling Chevrolet, Buick, GMC, or Cadillac Dealer or nearest Chevrolet, Buick, GMC, or Cadillac Dealer to ensure proper service and that genuine OEM parts are utilized for repairs. **You** may also contact the **Administrator** for assistance in locating an authorized Chevrolet, Buick, GMC, Cadillac Dealer. If the selling Chevrolet, Buick, GMC, or Cadillac Dealer or an authorized Chevrolet, Buick, GMC, or Cadillac Dealer is not accessible, **You** may take the **Vehicle** to any licensed repair facility. However, authorization from the **Administrator**, verified by confirmation that **Your** claim has been **Registered**, must be received before any repairs are performed under this **Contract**.
- 3. Provide Repair Facility with a Copy of this Contract and/or this Contract Number** - **IMPORTANT:** Evaluating the cause of failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.
- 4. Register Repairs with the Administrator** - Ask the Service Manager to call the **Administrator's** Support Representative at (877) 265-2017 to **Register** the claim. If the Service Manager is unable to call, **You** must call prior to any repairs being performed. Prior to any repair being made, **You** or the repair facility must contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment. **NOTE:** Any major component failure that has a verifiable complaint (i.e. slipping transmission, knocking engine, etc.) should be called in prior to any teardown.

- 5. Authorize Teardown and/or Inspection** - In some cases, **You** may need to authorize the repair facility to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made. Instruct the repair facility to save all components including fluids and filters, in the event the **Administrator** requires an inspection. **IMPORTANT:** The cost of the teardown will not be paid if the failure of the component disassembled is not covered under this **Contract**.

#### SERVICE MANAGER'S GUIDE TO FILING A CLAIM:

- 1. Customer's Complaint, Cause, Cure and Cost** – Assess the problem(s), cause, cure of the failure and cost of the repairs.
- 2. Register the Repair with the Administrator** – The repair facility must call the **Administrator's** Support Representative at (877) 265-2017 to **Register** the claim. The following items are necessary when placing the call:
  - A. Last 8 digits of the **Vehicle** Identification Number
  - B. Date of the Repair Order
  - C. Mileage on **Vehicle** at time of repair
  - D. Repair Order Number

**NOTE:** We use a voice activated system to assist in starting a claim to help expedite the process. Background noise can hinder this process.

- 3. Provide the Following Information to Administrator After Claim Has Been Initiated** –
  - A. Customer's Complaint
  - B. Cause of Failure and Cure
  - C. Cost of the Repair
  - D. Factory Part Number(s)

#### 1. The Support Representative will Verify the Coverage and –

- A. REGISTER CLAIM** – The **Administrator** will **Register** the claim by issuing a Reference Number. This Reference Number must be recorded on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. At the time the claim is **Registered**, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

**OR**

- B. Request Additional Evaluation** – Request further evaluation, teardown or outside inspection.
  - I. Inspection** – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. **Diagnostic** procedures not associated and/or not required with the teardown are not covered.
  - II. Teardown** – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. If the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.
  - III. Listed below is the Inspection Teardown Policy:**
    - a. Save all components, including fluids and filters, that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
    - b. The Support Representative will arrange for inspection.
    - c. If not visited within 48 hours, call the Support Representative.

**OR**



- C. **Deny Claim** – Deny the request.
5. **Review Coverage** – After the **Administrator** has been contacted, the Service Manager and **Contract** Holder should review what will be covered by this **Contract** and what portions of the repairs, if any, will not be covered.
6. **Contract Holder's Approval for Repairs** – **Contract** Holder's approval is required to complete the repairs. All Repair Orders must have **Contract** Holder's signature.
7. **Claim Payment** – We will reimburse the repair facility or the **Contract** Holder for the cost of the work performed on the **Vehicle** that is covered by this **Contract** and previously authorized. Once authorization is obtained, and the repair is completed, all Repair Orders and documentation must be submitted to the **Administrator** within sixty (60) days (365 days in Wisconsin) (as soon as reasonably possible in Utah), to be eligible for payment.
8. **Emergency Repairs** – Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, the **Contract** Holder must call the **Administrator's** office within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the repair subject to the Terms and Conditions contained herein.

**IF THE VEHICLE BREAKS DOWN ON THE ROAD:**

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

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

**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 repair facility 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**.

**ANY QUESTIONS REGARDING CLAIM PROCEDURES OR COVERAGES PLEASE CALL THE ADMINISTRATOR AT THE NUMBER BELOW AND ASK FOR A CUSTOMER SUPPORT REPRESENTATIVE:**

**AMT Warranty Corp.**  
 P.O. Box 927, Bedford, TX 76095  
 Customer Service / Claims (877) 265-2017  
 Available 24 hours a day / 365 days a year

**EXCLUSIONS & LIMITATIONS:**

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

- A. **FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS.**
- B. **FOR ANY DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS.**
- C. **FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS SUBSEQUENT TO PURCHASE. ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OVERHEATING REGARDLESS OF THE CAUSE, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED OR FAILURE TO HAVE YOUR VEHICLE TOWED TO THE SERVICE FACILITY WHEN CONTINUED OPERATION MAY RESULT IN FURTHER DAMAGE. CONTINUED OPERATION INCLUDES YOUR FAILURE TO OBSERVE WARNING LIGHTS, GAUGES, OR ANY OTHER SIGNS OF OVERHEATING OR COMPONENT FAILURE, SUCH AS FLUID LEAKAGE, SLIPPING, KNOCKING, OR SMOKING AND NOT PROTECTING YOUR VEHICLE BY CONTINUING TO DRIVE CREATING DAMAGE BEYOND THE INITIAL FAILURE.**
- D. **FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES ALLOWED BY THE MANUFACTURER. ANY PART THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPLACED OR REPAIRED, OR IS AN UPDATE, AND IS NOT A BREAKDOWN, IS YOUR RESPONSIBILITY AND EXPENSE.**
- E. **IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, ANY TIRE THAT IS NOT RECOMMENDED BY THE ORIGINAL MANUFACTURER IF IT CREATES AN ODOMETER/SPEEDOMETER VARIANCE OF GREATER THAN 4%, TRAILER HITCHES. ALSO NOT COVERED ARE ANY EMISSIONS AND OR EXHAUST SYSTEMS MODIFICATIONS, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, WHICH INCLUDES ANY PERFORMANCE MODIFICATIONS.**
- F. **IF, WHILE OWNED BY YOU, YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE WITHIN A REASONABLE AMOUNT OF TIME, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE.**
- G. **IF YOUR VEHICLE HAS EVER BEEN A TOTAL LOSS, SALVAGED, REBUILT OR IS A GREY MARKET VEHICLE.**
- H. **FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF ANY SERVICES RENDERED OR PARTS PROVIDED (OR ANY FAILURE TO RENDER SERVICE OF PROVIDE PARTS) UNDER THIS CONTRACT**

AND/OR OTHERWISE IN CONNECTION WITH THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, PROFIT, INCONVENIENCE, OR ANY OTHER CONSEQUENTIAL LOSS (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE SCHEDULE OF COVERAGES), INCLUDING ANY CONSEQUENTIAL DAMAGE TO A NON-COVERED PART THAT RESULTS FROM A BREAKDOWN.

- I. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM, OR ANY WARRANTY FROM THE MANUFACTURER, SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES OR A REPAIRER'S GUARANTEE/WARRANTY (REGARDLESS OF THE MANUFACTURER'S OR REPAIRER'S ABILITY TO PAY FOR SUCH REPAIRS). FURTHER, COVERAGE UNDER THIS 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.
- J. IF YOUR VEHICLE IS USED FOR TOWING (UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE), OR IS USED AS A COMMERCIAL UNIT WHICH INCLUDES FARMING OR RANCHING, ROUTE WORK (INCLUDING SNOW REMOVAL), JOB-SITE ACTIVITIES, SERVICE OR REPAIR WORK, DELIVERY OF GOODS, OR IS USED FOR RENTAL, TAXI, FOR-HIRE AND/OR RIDE-SHARING, LIMOUSINE OR SHUTTLE, TOWING/WRECKER SERVICE, DUMPING (DUMP BEDS), CHERRY PICKERS, LIFTING OR HOISTING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, PREARRANGED OR ORGANIZED RACING OR COMPETITIVE DRIVING.
- K. FOR ANY PRE-EXISTING CONDITION OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- L. FOR BREAKDOWNS THAT OCCUR AND/OR REPAIRS MADE OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA.
- M. FOR DIAGNOSTIC AND/OR TEARDOWN PROCEDURES THAT ARE NOT LISTED, OR ARE IN EXCESS OF THE TIMES LISTED IN THE CURRENT YEAR'S NATIONAL FLAT RATE GUIDE IN CONJUNCTION WITH A COVERED REPAIR.
- N. VALET KEYS OR AFTER MARKET KEY DEVICES (SUCH AS REMOTE).
- O. ANY REPLACEMENT KEY MADE WITHOUT PRIOR APPROVAL FROM THE ADMINISTRATOR.
- P. ANY KEY REPLACEMENT OR REPAIR COVERED BY MANUFACTURER RECALL OR WARRANTY.

**PROVISIONS OF THIS VEHICLE SERVICE CONTRACT:**

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

**1. MAINTENANCE REQUIREMENTS**

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations; as outlined in the Vehicle Owner's Manual. NOTE: Your Vehicle Owner's Manual lists different servicing recommendations based on Your 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 driving conditions may result in the denial of Coverage under this Contract. If a Vehicle Owner's Manual is not provided, You may contact Your Vehicle's manufacturer for maintenance requirements. IMPORTANT: Be sure that You keep all invoices/receipts associated with complying with these maintenance requirements; as You will be required to provide such to the Administrator in the event of a claim.

**2. CONTRACT PERIOD**

Coverage under this Contract begins on the Contract Purchase Date and will expire according to the time and/or mileage selected, whichever occurs first, as shown on the Registration Page, and/or when the Limits of Liability for the Contract have been reached. Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and zero (0) miles.

**3. COVERAGE**

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

**4. DEDUCTIBLE**

There is no deductible required to obtain Coverage under this Contract.

**5. TERRITORY**

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

**6. LIMITS OF LIABILITY**

Coverages under this Contract are subject to the following limitations.

- a. **Per Repair Visit** - Our liability for any one (1) Repair Visit shall in no event exceed the trade-in value of Your Vehicle at the time of said Repair Visit, as listed in the NADA Used Car Guide.
- b. **Aggregate** - The total of all claims and benefits paid or payable while this Contract is in force shall not exceed the price You paid for Your Vehicle (excluding tax, title and license fees) or the value of the Vehicle as stated in Your lease.

NOTE: The established value of the Vehicle does not take into consideration the cost of repairs and no deduction for the cost of repairs to be taken from the published value in the NADA Used Car Guide.

**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.

**7. TRANSFERS**

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 Contract Holder.

To transfer, the following must be submitted to the Administrator within 30 days of the change of ownership to a subsequent individual purchaser:

- a. A completed transfer form
- b. Name and Address of new owner, date of sale to new owner, current mileage; and
- c. Seventy-five dollars (\$75.00) transfer fee made payable to the Administrator (\$40.00 in Florida).

**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.



## 9. OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover funds that **We** have paid under this **Contract** against another party (such as a manufacturer's warranty claim, parts warranty, other service contract, etc.), **Your** rights shall become **Our** rights. **You** agree to provide reasonable assistance to help **Us** to recover these funds. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

## 10. RENEWABILITY

This **Contract** is not renewable.

### CANCELLATION OF YOUR CONTRACT:

1. **You** may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the Issuing Dealer. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the original **Contract** Holder.
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 modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a commercial **Vehicle**.
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 reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar \$50.00 administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

### 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, 6th Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days (except in 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 ("provision") carefully. It affects Your rights.**

Most customer concerns can be quickly and satisfactorily resolved by calling AMT Warranty Corp. at 1 (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 Dept., AMT Warranty Corp., 200 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 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 OR REAL 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 in any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this 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 a 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

All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

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 if You cancel after sixty (60) days or a claim has been filed.

#### ALASKA

All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

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.

Any administrative fee for cancellation shall not exceed 7.5% of the unearned Contract purchase price. If You cancel this Contract within sixty (60) days of the Contract purchase date and no claims have been made, no cancellation fee shall apply and a ten percent (10%) of the Contract purchase price penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Administrator. If You cancel this Contract after sixty (60) days or if a claim has been made, a ten percent (10%) of the unearned Contract purchase price penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Administrator.

If We cancel this Contract, We shall mail a written notice to You at the last known address held by Us at least five (5) days prior to cancellation, providing written notice of a cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the Contract charge or fraud or a material misrepresentation by You in obtaining this Contract or by You in pursuing a claim under this Contract.

#### ARIZONA

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

We may only 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. Any cancellation fee shall not exceed ten percent (10%) of the total Contract charge paid by You.

**EXCLUSIONS & LIMITATIONS SECTION - We shall not provide Coverage only for those specifically listed items in the “EXCLUSIONS & LIMITATIONS” section which occurred while owned by You.**

**EXCLUSION G.** does not apply to Arizona residents.

**EXCLUSION K.** is deleted and replaced with the following:

**K. CONDITIONS THAT WERE CAUSED BY YOU OR KNOWN BY YOU PRIOR TO PURCHASING THIS SERVICE CONTRACT, OR IF THE INFORMATION PROVIDED BY YOU CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

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

#### CALIFORNIA

**THE CONTRACT OBLIGOR IS AMT WARRANTY CORP., California License # OH18143.**

Towing/Road Service and Lost Key/Lockout Assistance benefits are provided by AMT Warranty Corp., and administered by Nation Motor Club, LLC.

All other coverage and benefits are provided and administered by AMT Warranty Corp.

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

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

**K. FOR ANY PRE-EXISTING CONDITION OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO**



**THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**

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

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

SCHEDULE OF COVERAGES, MAINTENANCE REQUIREMENTS - is amended as follows:

Maintenance and/or service work receipts will be requested by the **Administrator** as related to the covered claim.

SCHEDULE OF COVERAGES, **BREAKDOWN COVERAGE** - is deleted and replaced with the following:

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

SERVICE MANAGER'S GUIDE TO FILING A CLAIM, (Item 4. B. III. c.) If the inspection is not made within forty-eight (48) hours, the licensed repair facility is authorized to perform the repair and contact the Administrator during the next business day for instructions.

GUARANTY - is amended to add the following: **You** may file a claim directly with the Insurance Company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. If **You** are not satisfied with the Insurance Company's response, **You** may contact the California Department of Insurance at (800) 927-4357.

**We** may cancel this **Contract** for any reason within the first 60 days, and provide a full refund, unless **We** have paid or will pay a claim. **We** may also cancel this **Contract** at any time for non-payment, misrepresentation or fraud by **You**. If **We** cancel **Your Contract** within the first 60 days, **We** will mail written notice of cancellation to **You** before the 61st day, and provide the specific grounds for cancellation. If **We** cancel **Your Contract** for non-payment, misrepresentation or fraud, **We** will also mail written notice of cancellation to **You** and provide the specific grounds for cancellation. The cancellation effective date will be no less than 5 days after the postmark date of the notice. If **We** have paid a claim, or notified **You** that **We** will pay a claim, any refund will be pro rata based upon the amount of unused **Contract** term remaining measured by miles or miles, whichever ever results in the lesser term remaining. The refund will be paid within 30 days of the date of cancellation. If **We** cancel this **Contract**, no administrative fee will be charged. In the event of cancellation, **We** are liable for any claim reported and covered by the **Contract**. **You** have deemed to have reported a claim if **You** have contacted the first step required under the **Contract** for reporting a claim.

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 (DfI) as specified on the **Registration Page**. However, if **You** choose to forego **Your** right to file **Your** claims with the Insurance Company and the DfI, **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. Any arbitration proceedings will be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. 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). Any reference to the class action waiver is hereby stricken from the Arbitration Provision in this **Contract** pursuant to Cal. Civ. Code § 1750. The choice of law for all California residents is California. Any arbitration proceedings will be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. Arbitration fees and costs will be waived for an indigent consumers pursuant to Cal. Civ. Proc. Code § 1284.3.

**COLORADO**  
The policy number for Wesco Insurance Company is WIC-AMT-SCRI-010111.

**CONNECTICUT**

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**. Connecticut Public Act, 87-393, Laws 1987, requires an automobile

dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

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

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

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

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

**FLORIDA**

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

**You** may also cancel this **Contract** by contacting the **Administrator**, Wesco Insurance Company, License #01913, as listed on the **Registration Page**.

This **Contract** may be cancelled by **You** within sixty (60) days of purchase upon written request. We will refund one hundred percent (100%) of the unearned written premium less 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** is in effect for more than sixty (60) days, We may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor vehicle as prescribed by the manufacturer or non-payment of premium, in which case **You** will be notified of cancellation by certified mail.

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 - Items **C.** and **K.** are deleted and replaced with the following:

**C. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS SUBSEQUENT TO PURCHASE. FOR ANY BREAKDOWN CAUSED BY CONTAMINANTS RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR BREAKDOWNS CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL (IF THE ENGINE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE), OR FOR ANY DAMAGE BY OR RESULTING FROM OVERHEATING REGARDLESS OF THE CAUSE, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED OR FAILURE TO HAVE YOUR VEHICLE TOWED TO THE SERVICE FACILITY WHEN CONTINUED OPERATION MAY RESULT IN FURTHER DAMAGE. CONTINUED OPERATION INCLUDES YOUR FAILURE TO OBSERVE WARNING LIGHTS, GAUGES, OR ANY OTHER SIGNS OF OVERHEATING OR COMPONENT FAILURE, SUCH AS FLUID LEAKAGE, SLIPPING, KNOCKING, OR SMOKING, AND NOT PROTECTING YOUR VEHICLE BY CONTINUING TO DRIVE CREATING DAMAGE BEYOND THE INITIAL FAILURE.**

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

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

The lienholder shown on the **Registration Page** and the funding party referenced in the PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION - Item **8. FINANCIAL AGREEMENTS** may only cancel this **Contract** for non-payment if they hold a power of attorney.

**We** may only 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 thirty (30) days from the date of mailing or delivery in person



of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**. The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### HAWAII

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

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

Provides coverage for 90 days or 5,000 miles, whichever occurs first.  
Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.  
Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

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

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, the **Administrator** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our Administrator's** files before the third day preceding cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

#### IDAHO

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

#### ILLINOIS

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

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

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

#### INDIANA

This service **Contract** is not insurance and is not subject to Indiana insurance 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 & LIMITATIONS SECTION - Item **K**. is deleted and replaced with the following:

**K. FOR ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACT PURCHASE DATE.**

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

52GAC0117

#### 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 fifteen (15) days of cancellation.

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

#### KANSAS

ADDITIONAL BENEFITS - Lost Key/Lockout is not available.

#### LOUISIANA

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

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

**2.** Effective February 1, 2019, if **We** cancel **Your Contract**, **We** must provide **You** with written notice at **Your** last known address at least fifteen (15) days prior to this cancellation with the effective date of cancellation.

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

**4.** If **You** cancel this **Contract** within the first sixty (60) 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 sixty (60) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Effective February 1, 2019, for a cancellation occurring with the first sixty (60) days, a penalty in the amount of ten percent (10%) per month amount will be added to **Your** refund amount if such refund is not paid or credited within forty-five (45) days of the **Contract** was returned to **Us**. If applicable, such penalty will be paid from the date the **Contract** is returned to **Us** to the date **Your** credit is made to **Your** account or the date **Our** payment is sent to **You**.

#### 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 fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** charge, **We** must refund to **You** one hundred percent (100%) of the unearned pro rata portion of the **Contract** charge. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **Contract** to the provider.

#### MARYLAND

If **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 complete.

If **You** cancel this **Contract** no cancellation fee will be deducted.

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

#### MASSACHUSETTS

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

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

#### Used vehicles with less than 40,000 miles at the time of sale

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

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

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

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Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

**MINNESOTA**

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

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

Provides coverage for 60 days or 2,500 miles, whichever occurs first. Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first. **Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

**Your** rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

If **We** cancel this **Contract** for nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days 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 fifteen (15) days before 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 forty-five (45) days after return of the **Contract** to the **Administrator**.

If **You** have cancelled this **Contract** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**. The Arbitration Provision section of this **Contract** is stricken in its entirety.

**MISSISSIPPI**

**Our** obligations and the performance of **Us** 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**

This **Contract** is not an insurance contract. 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 canceled within the first sixty (60) days and a claim has been filed, **We** will refund **You** the entire purchase price of the **Contract** less claims paid. This "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is canceled 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 canceled, **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 **We** cancel this **Contract** for any reason other than non-payment of the **Contract** purchase price, a material misrepresentation by **You** to **Us**, or a 52GAC0117

substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least five (5) days prior to cancellation. Any cancellation notice will state the effective date and reason for cancellation.

**NEBRASKA**

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

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

**NEVADA**

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

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

If **You** are not satisfied with the manner in which **We** are handling **Your** claim, **You** may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

The transfer fee is \$25.00

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

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 cancellation 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 as follows:

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 twenty-five dollar (\$25.00) cancellation fee. 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 ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

EXCLUSIONS & LIMITATIONS – Item E. is amended by adding the following:

E. **THIS CONTRACT WILL NOT COVER ANY UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS TO YOUR VEHICLE, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS. HOWEVER, IF YOUR VEHICLE IS MODIFIED IN A MANNER THAT IS NOT RECOMMENDED BY THE MANUFACTURER OF YOUR VEHICLE, THIS CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THERE FROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION - Item 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 by **You** to make monthly payments in a timely manner may result in cancellation of this **Contract**. In the event of cancellation, any claim



filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Contract**.

The Arbitration section of this **Contract** is not mandatory pursuant to Nevada law.

#### NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

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 by **You** relating to the covered product or its use.

#### NEW MEXICO

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

#### NEW YORK

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

Provides coverage for 90 days or 4,000 miles, whichever occurs first.  
Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.  
Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not 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**. **We** may cancel this **Contract** only for non-payment of the **Contract** purchase price or a direct violation of the **Contract** by **You**.

#### OKLAHOMA

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS AMT WARRANTY CORP. LICENSE #44198980.**

This is not an insurance contract.

**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 VEHICLE 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, less the actual cost of any service provided under the service warranty **Contract**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**.

The Arbitration Provision section of this **Contract** is amended to include the following: When 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 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.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

#### OREGON

This **Contract** is between the Obligor/Provider, AMT Warranty Corp., P.O. Box 927, Bedford, TX 76095, (877) 265-2017 and **You**. The obligor is covered by a reimbursement insurance policy issued by Wesco Insurance Company for all the obligations and liabilities in this service **Contract** including additional roadside assistance benefits. If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem OR 97309, (503) 947-7984 or (888) 877-4894. The street address is 350 Winter Street NE, 4th Floor, Salem OR 97301. The e-mail address is cp.ins@oregon.gov.

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

#### RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

The **Contract** term shall be extended by any time period during which the used motor **Vehicle** is either in the possession of the dealer or his or her duly authorized agent for the purpose of repairing the used motor **Vehicle** under the terms and obligations of the service **Contract**, or during which repair services are not available to **You** because of a war, invasion or strike, fire, flood, or other natural disaster.

**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, New York, NY 10038, (866) 505-4048.

**TEXAS**

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 Drive, Box 12157, Austin, Texas 78711, (800) 803-9202.

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

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at 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 AND ADMINISTRATOR IS AMT WARRANTY CORP.** This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

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

All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

**COVERAGE SECTION - KEY/FOB REPLACEMENTS** the following is deleted and replaced with the following:

**KEY/FOB REPLACEMENTS:** In the event **Your Vehicle's** key/fob is 52GAC0117

inoperable, lost or stolen, this **Contract** will cover the costs of a replacement key/fob for the covered **Vehicle**.

The Arbitration Provision section of this **Contract** is stricken in its entirety. CANCELLATION OF **YOUR CONTRACT** SECTION is amended as follows:

**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.

GUARANTY SECTION is amended as follows: Should **We** fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against the Insurance Company.

**VERMONT**

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

**VIRGINIA**

All roadside assistance services and benefits are administered by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

**WASHINGTON**

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

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

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

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

2. After the first sixty (60) days, **We** may only cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim or for nonpayment of the **Contract** charge by **You**.
4. **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

**You** may file a claim directly with the Insurance Company at any time. The insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-AMT-SCRI-WA-091615.

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 VEHICLE SERVICE **CONTRACT**, Section 1. MAINTENANCE REQUIREMENTS and HOW TO FILE A CLAIM, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.
2. **SCHEDULE OF COVERAGES**, which outlines the **Coverage** provided under the **Contract**.
3. PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Section 2. **CONTRACT TERM**, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Contract**.
5. EXCLUSIONS & 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**, except as provided under Emergency Repairs.

Transfer form can be obtained by contacting the **Administrator** at (877) 265-2017.

CANCELLATION is deleted and replaced as follows:

**You** may cancel this **Contract** at any time by informing **Us**.

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 **Your** refund is not paid or credited within forty-five (45) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) of the outstanding amount to **Your** due refund for every thirty (30) days the refund is not paid by **Us**.

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 one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the **Contract** purchase price paid. If **You** request cancellation due to a total loss of **Your Vehicle** which is not covered by a replacement under the terms of **Your Contract**, the **Administrator** shall return one hundred percent (100%) of the unearned pro-rata **Contract** purchase price paid, less claims paid.

**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 property or its use. If **We** cancel for any reason other than nonpayment, then **We** shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the **Contract** purchase price paid. If **We** cancel this **Contract**, **We** shall provide 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.

GUARANTY is deleted and replaced as follows: **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 **Vehicle** covered 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**.

All roadside assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

ARBITRATION - If a settlement for a claim or 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

COVERAGE SECTION - **KEY/FOB REPLACEMENTS** is deleted and replaced with the following:

**KEY/FOB REPLACEMENTS:** In the event **Your Vehicle's** key/fob is damaged or non-functioning due to defect in materials or workmanship, or due to normal wear and tear, 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 herein. 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.

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

The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material

misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

All roadside assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

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