



**XS WEAR<sup>®</sup>**  
LEASE PROTECTION

# Excess Wear & Use Service Contract

NY & TX Dealers Only

VEHICLE LESSEE/ PURCHASER	Consumer(s)				Agreement Number			
	Address				Telephone			
	City			State		ZIP		
VEHICLE	Finance Agreement Date		Odometer Reading at Finance Agreement Date			Vehicle Identification Number (VIN)		
	Year	Make		Model				
DEALER	Dealer Name				Dealer Number		Telephone	
	Address							
	City			State		ZIP		
ACAR LEASING INFORMATION	ACAR Leasing Registered Name						Telephone	
	Address							
	City			State		ZIP		
AGREEMENT INFORMATION	M.S.R.P.				Finance Agreement Term (in Months)			
	First Payment Due Date	Monthly Payment Amount	Original Scheduled Termination Date		Amount Financed		Consumer Purchase Price	

**Coverage:** Up to a maximum of \$5,000 (See terms and conditions on reverse side)

**Deductible:** \$0

**Maximum Single Item Limit:** \$1,000

**Business Use Option**  (Box must be checked if lease is in a business name or vehicle is used in business. Please see exclusions for business use.)

**OUR** performance and obligations to **YOU** under this Excess Wear and Use Vehicle Service Contract is insured by an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. 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 at the above address or by calling (866) 505-4048.

The purchase of this Excess Wear & Use Vehicle Service Contract is not required in order to purchase or obtain financing for **YOUR VEHICLE**.

The Dealer identified above is entitled to receive compensation from **US** for services rendered in the sale of this **CONTRACT**.

PLEASE READ THIS VEHICLE SERVICE CONTRACT CAREFULLY. THIS **CONTRACT** CONTAINS THE ENTIRE AGREEMENT BETWEEN **YOU** AND **US** AND SUPERCEDES ANY ORAL OR WRITTEN STATEMENTS MADE TO **YOU** WITH RESPECT TO THE AMOUNT OF COVERAGE TO WHICH **YOU** ARE ENTITLED. IF THE **VEHICLE** TO BE COVERED IS NOT ELIGIBLE FOR THE PLAN OR TERM CHOSEN, THIS **CONTRACT** IS VOID.

By signing below, **YOU** acknowledge that **YOU** have read this **CONTRACT**, and understand and accept its terms and conditions.

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer Representative's Signature

\_\_\_\_\_  
Co-Lessee's Signature

Administered by: American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925, 1-888-442-2886



# XS WEAR<sup>®</sup> LEASE PROTECTION

## A. DEFINITIONS

**Administrator:** means American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925

**Contract:** means this Excess Wear & Use Service Contract.

**Deductible:** means the amount indicated on the front page of this **Contract** that **You** must pay for a covered **Excess Wear & Use** claim.

**Excess Wear & Use:** means limited physical damage to the **Vehicle** exceeding the criteria specified in the "Standards for Wear and Use" or similarly titled section of **Your Finance Agreement**, and includes excess mileage charges up to \$400, but does not include items listed in the Conditions and Exclusions Section of this **Contract**.

**Finance Agreement:** means lease agreement that includes an **Excess Wear & Use** provision.

**Lender/Lessor:** means the Lessor or its assignee identified in the **Finance Agreement**.

**Original Scheduled Termination Date:** means the date **Your Finance Agreement** terminates as set forth in the original **Finance Agreement** signed by **You**.

**Vehicle:** means a **Vehicle** make or model eligible for coverage that is the subject of the **Finance Agreement** and identified on the front page of this **Contract**.

**We, Us, or Our:** means AMT Warranty Corp., the obligor under this **Contract**, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

**You or Your:** means the purchaser of this **Contract**.

## B. COVERAGE

1. Subject to the terms, conditions and exclusions of this **Contract**, if **You** drive **Your Vehicle** an average of 25,000 miles or less per year, **We** will, at our option, repair or replace **Excess Wear & Use**, or reimburse **You** for **Excess Wear & Use** charges up to a maximum of \$5,000. If **You** drive **Your Vehicle** more than an average of 25,000 miles per year, **We** will, at our option, repair or replace **Excess Wear & Use**, or reimburse **You** for **Excess Wear & Use** charges up to a maximum of \$2,500.
2. This **Contract** applies only to the **Excess Wear & Use** that exists at the time **You** turn in **Your Vehicle**.

## C. BUSINESS USE OPTION

If the Business Use box is checked on the front page, then vehicles that meet the following criteria are covered: vehicles used in business, except the following vehicle uses are not covered: rental, hire to public, ride sharing, hauling, plowing, construction, towing, law enforcement, emergency purposes, and any circumstances listed in the exclusions.

## D. CONDITIONS AND EXCLUSIONS TO COVERAGE

**Your Contract** does not provide coverage under the following circumstances:

1. If the **Finance Agreement** has an original term of less than 12 months or greater than 48 months.
2. If **Your Vehicle** has more than 10,000 miles on the odometer at **Finance Agreement** inception or has previously been titled in other than the dealer's name.
3. If **Your Vehicle** is a chassis cab, low cab forward or cutaway configuration.
4. For any **Excess Wear & Use** repairs or charges which exceed \$5,000 in total, unless **You** drive your **Vehicle** more than an average of 25,000 miles per year, in which case **You** will be responsible for **Excess Wear & Use** repairs or charges which exceed \$2,500.
5. For any charge for a single item of **Excess Wear & Use** using the excess wear standard described in the **Finance Agreement** that is \$1,000 or more. All damage or wear that appears to **Us** to be related to a single incident or event will be considered one item.
6. If **You** have not complied with all the terms and conditions of Your **Finance Agreement**.
7. If **You** terminate **Your Finance Agreement** more than 180 days after the **Original Scheduled Termination Date**.
8. If **You** have not returned **Your Vehicle** to **Us, Our** agent, or any GM Dealer as instructed, or if **You** exercise the purchase option under **Your Finance Agreement**.
9. For any portion of excess mileage charges that exceed \$400.
10. If **Your Vehicle's** M.S.R.P. is greater than \$125,000.
11. If the **Vehicle** is used in business, unless the Business Use Box is checked.
12. If the **Vehicle** is used for law enforcement or emergency services, or used in any racing, stunts, demolition contests, or while preparing or practicing for such activity.
13. For repairs done prior to **Finance Agreement** termination.
14. For **Excess Wear & Use** charges or repairs that would be covered by a service contract **You** purchased or by a warranty or manufacturer's or repairer's guarantee that **You** received.
15. For **Excess Wear & Use** charges or repairs due to missing equipment or parts valued greater than \$150 each.

16. For **Excess Wear & Use** charges or repairs due to dishonest, intentional, fraudulent, criminal or illegal acts committed by **You** or committed with **Your** knowledge and/or consent.
17. For **Excess Wear & Use** charges or repairs due to war, terrorism or riot.
18. For **Excess Wear & Use** charges or repairs not set forth on the itemized inspection statement detailing the **Excess Wear & Use** charges as signed by **You**.
19. If the odometer has stopped, been altered, tampered, disconnected, or if it in any way misrepresents **Your Vehicle's** actual mileage unless the odometer was modified in compliance with federal odometer laws.
20. If **Your Vehicle** is repossessed because **You** are in default under **Your Finance Agreement** or if **Your Vehicle** is deemed a total loss by the insurance company providing physical damage insurance.
21. If **You** purchased this **Contract** after the effective date of **Your Finance Agreement**.
22. If **You** have not maintained and kept **Your Vehicle** in good condition as required by the **Finance Agreement**.
23. If the damage is due to alterations, improper repairs, or modifications, including but not limited to replacement parts that do not meet the manufacturer's specifications, mismatched parts to a set, add-on parts, poor or incomplete body work, body filler, mismatched paint or poor quality paint job from a repair, and damage to the **Vehicle's** frame or alignment.
24. For any electrical or mechanical **Excess Wear & Use** charges or repairs including brakes or batteries.
25. For any part, equipment, or accessory added to the **Vehicle** after delivery to **You**.
26. For charges or repairs due to the removal of signs, lettering, bumper stickers and other adhesives.
27. If snow tires or recapped tires are left on the vehicle instead of original equipment tires or the equivalent.

#### **E. HOW TO SUBMIT A CLAIM**

If **You** have a claim, please contact **Our Administrator** by mail at P.O. Box 1910, Arlington Heights, IL 60006-1910, by phone at (888) 279-9334, or via fax (847) 463-7045. **You** must provide **Our Administrator** with the **Lessor's** itemized statement detailing the repairs or replacements required or **Excess Wear & Use** charges **You** are responsible for, and such other documentation as **Our Administrator** may request. **You** must file **Your** claim within thirty (30) days after receiving the **Lessor's** itemized statement, or **Your** claim may be denied. **Our Administrator** reserves the right to conduct their own inspection of the **Vehicle** or require photographs of the **Excess Wear & Use** which is the subject of **Your** claim. The requirements set forth herein are in addition to any other **Finance Agreement** requirements.

#### **F. CANCELLATION AND TRANSFER**

1. If **You** request cancellation within the first sixty (60) days from the purchase date of this **Contract**, a refund of the entire amount paid will be made to **You**. After the first sixty (60) days, a refund of the unearned fee will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation less a thirty dollar (\$30) cancellation fee. If at the time of cancellation your Finance Agreement has not been paid in full, the lienholder will be the sole payee on the cancellation refund. A ten percent (10%) penalty per month shall be added to a refund that is not made before the forty-sixth (46<sup>th</sup>) day after the receipt of **Your** cancellation request.
2. **We** may cancel this **Contract** with notice if **You** are in default on **Your Finance Agreement** or if **Your Vehicle** is repossessed, or becomes a total loss. **We** shall mail written notice of cancellation setting forth the reason for cancellation and the effective date of cancellation to **Your** last known address contained in **Our** records at least fifteen (15) days prior to the effective date of cancellation.
3. **We** may cancel this **Contract** without notice to **You** for non-payment of the purchase price of the **Contract**, for a material misrepresentation made by **You**, or for a substantial breach of **Your** duties and obligations relative to the covered property or its use.
4. This **Contract** is not transferable unless the original **Finance Agreement** is also transferred and there is no change to the underlying terms or conditions of the **Finance Agreement**. Written documentation from the **Lender/Lessor** confirming that they have authorized the transfer of the **Finance Agreement** must be received by **Our Administrator** prior to transfer of this **Contract**.

#### **SPECIAL STATE DISCLOSURES**

If **YOU** purchased this **CONTRACT** in one of the States identified below, the Special State Disclosure for that State applies to **YOUR CONTRACT**.

**New York:** Under **Section F – CANCELLATION AND TRANSFER** – Paragraph 1 is deleted and replaced with the following:

#### **RIGHT TO RETURN CONTRACT**

**You** have the right to return or void this **Contract**. **You** may return the **Contract** within sixty (60) calendar days after the date **Our Administrator** mails a copy of the **Contract** to **You** or within sixty (60) days if it is provided to **You** at the time of sale. If **You** return this **Contract** within the applicable time period, the **Contract** shall be void and **Our Administrator** will refund the entire **Contract** purchase price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the **Contract** to **Our Administrator**. The right to return or void this **Contract** applies only to the original purchaser of this **Contract**.

If this **Contract** is canceled after the first sixty (60) days, a refund of the unearned fee will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation less a thirty dollar (\$30) cancellation fee. If at the time of cancellation, your Finance Agreement has not been paid in full, the lienholder will be the sole payee on the cancellation refund.

**Texas:**

Under **Section A – DEFINITIONS** – the definition of **ADMINISTRATOR** is deleted and replaced with the following:

**ADMINISTRATOR:** means American Auto Guardian, Inc., Texas Service Contract Provider Administrator Registration Number 105, P.O. Box 925, Arlington Heights, IL 60006-0925.

Under **Section F – CANCELLATION AND TRANSFER** – Paragraphs 1-4 are deleted and replaced with the following:

1. If **You** request cancellation within the first sixty (60) days from the purchase date of this **Contract**, a refund of the full purchase price will be made to **You**. After the first sixty (60) days, a refund of the purchase price will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation less a thirty dollar (\$30) cancellation fee. If at the time of cancellation your Finance Agreement has not been paid in full, the lienholder will be the sole payee on the cancellation refund. A ten percent (10%) penalty per month shall be added to a refund that is not made before the forty-sixth (46<sup>th</sup>) day after the receipt of **Your** cancellation request. The right to cancel this **Contract** is nontransferable and applies only to the original purchaser of this **Contract**.
2. **We** may cancel this **Contract** with notice if **You** are in default on **Your Finance Agreement** or if **Your Vehicle** is repossessed, or becomes a total loss. **We** shall mail written notice of cancellation setting forth the reason for cancellation and the effective date of cancellation to **Your** last known address contained in **Our** records at least fifteen (15) days prior to the effective date of cancellation. If **Our Administrator** cancels this **Contract**, the refund of the purchase price will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation.
3. **We** may cancel this **Contract** without notice to **You** for non-payment of the purchase price of the **Contract**, for fraud or a material misrepresentation made by **You** to **Us** or **Our Administrator**, or for a substantial breach of **Your** duties and obligations relative to the covered property or its use. If **Our Administrator** cancels this **Contract**, the refund of the purchase price will be determined by the pro-rata method, based upon the number of months of the **Contract** term expired at the time of cancellation.
4. This **Contract** is not transferable unless the original **Finance Agreement** is also transferred and there is no change to the underlying terms or conditions of the **Finance Agreement**. Written documentation from the **Lender/Lessor** confirming that they have authorized the transfer of the **Finance Agreement** must be received by **Our Administrator** prior to transfer of this **Contract**.

The following **Notices** are added to **Your Contract**:

**Notice:** The obligations under this **Contract** are insured by a policy of insurance issued by Wesco Insurance Company, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the **Contract** is cancelled, **You** may apply directly to Wesco Insurance Company at the above address or by calling (866) 505-4048.

**Notice:** If **YOU** have complaints or questions regarding this **Contract**, **You** may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202 (within Texas only).

**Program Administrator:**

American Auto Guardian, Inc.  
P.O. Box 925  
Arlington Heights, Illinois 60006-0925  
1-888-442-2886