



VEHICLE TIRE AND WHEEL REGISTRATION PAGE

ISSUING DEALER:	Name	Address	City	State	Zip
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IMPORTANT: TYPE OR PRINT

Owner Name:	Last Name	First Name	Initial	CONTRACT SALES DATE		
Address:	Street	City	State	Zip		
VEHICLE:	Year	Make	Model	Contract Sale Mileage	Vehicle Identification No.	
Lienholder:	Name	Address	City	State	Zip	Price
	Contract Purchase Price			EXPIRATION DATE		

PLEASE CHECK APPROPRIATE BOXES:

Term:	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 3 Year <input type="checkbox"/> 4 Year <input type="checkbox"/> 5 Year
Class:	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> Motorcycle <small>See originating DEALER for class definition. Select only one.</small>
Upgrade(s) or Special Class	<input type="checkbox"/> Dealer Aftermarket Wheels <input type="checkbox"/> Chrome(d)/Chrome Clad <input type="checkbox"/> Special Class V Vehicle
Surcharge Required	<input type="checkbox"/> Premium Option Class I-II <input type="checkbox"/> Premium Option Class III-V

The definition of "WE," "US," and "OUR" used frequently throughout this CONTRACT refers to the obligor of this CONTRACT, which is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038; Phone (866) 566-7290 or (866) 327-5818, who is the party responsible for the benefits under this service CONTRACT. WE have retained an ADMINISTRATOR to provide administrative services on OUR behalf. Should YOU have any questions concerning coverage or benefits under this CONTRACT, YOU may call the ADMINISTRATOR at (888) 366-3774 for assistance. In Florida, the Obligor and Administrator is Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, License # 01913.

OUR obligations under this service CONTRACT are insured under a warranty reimbursement insurance 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 (60) day (thirty(30) days for residents of Arizona) 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.

Definitions, coverage terms, exclusions, responsibilities, transfer information, and cancellations provisions, as well as details on filing a claim, are found in the CONTRACT Terms and Conditions attached to this Registration Page. By signing below YOU acknowledge that YOU have read and accept the provisions of this CONTRACT as stated in the Terms and Conditions as a complete statement of YOUR coverage and rights, and that YOU are not relying on any writings other than this CONTRACT or any other representations or promises. **The purchase of this CONTRACT is not required to either purchase or obtain financing for the VEHICLE.**

 Purchaser/Authorized Signature Date Dealership/Authorized Representative Date

**YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE
ANY REPAIRS OR REPLACEMENT HAVE BEGUN: 1-888-366-3774**

CONTRACT TERMS AND CONDITIONS

SECTION 1. Agreement Between YOU and US –

WE agree to pay YOU or a licensed repair facility for the fair market value COSTS to repair or replace the original tires and wheels equipment of YOUR VEHICLE that fail due to contact with a ROAD HAZARD. WE will provide the coverage only to YOU for the VEHICLE and for the term shown on the Registration Page. YOU agree to maintain YOUR VEHICLE according to the manufacturer's specifications (see Section 5, "YOUR Responsibilities"). This coverage is secondary to any other tire warranty which provides coverage to the VEHICLE tire (includes VEHICLE MANUFACTURER WARRANTIES or replacement tires or ROAD HAZARD warranties provided by tire sellers). This CONTRACT is not an insurance policy, it is a service CONTRACT.

Replacement parts may be new, re-manufactured, non-original equipment, manufacturer's parts or parts of a like kind and quality (which comply with applicable state and federal laws) when available and as deemed necessary by OUR ADMINISTRATOR.

SECTION 2. Definitions –

This CONTRACT contains several words and phrases that have particular meaning and appear in CAPITALS throughout this CONTRACT. "ADMINISTRATOR" and "SERVICE CENTER" mean the organization that WE have retained to provide administrative and claim services for OUR tire and wheel CONTRACT program.

"ALLOY WHEEL" means any road wheel composed of either aluminum or magnesium, as opposed to steel.

"ALLOY WHEEL REPAIR" means cosmetic repair of scratches on ALLOY WHEELS, and is limited to factory wheel machined, brushed or painted surfaces. ADMINISTRATOR and technician retain sole authority to determine whether damage can be repaired.

"CONTRACT" means this tire and wheel CONTRACT.

"CONTRACT SALE DATE" means the date that YOU purchased this CONTRACT.

"CONTRACT SALE MILEAGE" means the mileage on YOUR VEHICLE's odometer on the CONTRACT SALE DATE.

"COMMERCIAL USE" means carrying goods or passengers for compensation. This includes but is not limited to, using VEHICLE as a taxi, or for livery or delivery services where compensation is provided for those services. Carpooling arrangements are not considered a commercial purpose under this CONTRACT.

"COSTS" and "REPAIR COSTS" mean the amounts charged for labor and parts by a licensed repair facility to repair or replace tires and/or wheels as a result of a failure due to contact with a ROAD HAZARD. Parts COSTS are limited to fair market value prices. COSTS also include all necessary mounting, balancing, valve stems and taxes. YOU must pay for all diagnostic, disassembly, service, repair and other charges not authorized by OUR ADMINISTRATOR.

"DEALER," "ISSUING DEALER," and "SELLING DEALER" mean the automobile dealership or lessor from whom YOU purchased or leased YOUR VEHICLE and is referred to as the ISSUING DEALER or SELLING DEALER on the Registration Page.

"MANUFACTURER'S WARRANTY" means the manufacturer's full warranty provided by the manufacturer at no additional cost to YOU that covers repairs to correct any VEHICLE tire or wheel defect related to material or workmanship.

"ROAD HAZARD" means debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway and curbs. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered ROAD HAZARD. Damage from these conditions or any accident should be reported to YOUR automobile physical damage insurance company.

"VEHICLE" means the passenger car, van, sport utility, light truck (1-ton or less) or motorcycle described on the Registration Page.

"WE," "US," and "OUR" mean the obligor of this CONTRACT, as stated on the Registration Page.

"YOU," "CONTRACT HOLDER" and "YOUR" mean the owner of the VEHICLE described as the Owner Name on the Registration Page.

SECTION 3. YOUR Coverage –

WE will pay for COSTS to repair or if not repairable, to replace the original tires and wheels equipment of YOUR VEHICLE that fail due to contact with a ROAD HAZARD (potholes, curbs [See Section 8.C regarding CONTRACT Limits of Liability for curb damage] or debris on the road surface such as a nail, rock or tree limb) with like kind and quality replacement tires and/or wheels. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered ROAD HAZARD. Damage from these conditions or any accident should be reported to YOUR automobile physical damage insurance company. Coverage is limited to the manufacturer's original equipment tires and wheels or comparable or like replacements as deemed necessary by OUR ADMINISTRATOR. Tires and wheels are eligible for repair or replacement down to three/ thirty-seconds of an inch (3/32") tread depth. Wheels are eligible for replacement only if the damage from a ROAD HAZARD will not allow the tire to seal or the wheel is unsafe for use. Coverage also includes the cost of mounting, balancing, valve stems, and taxes for any tire repaired or replaced under this CONTRACT. This coverage begins on the CONTRACT SALE DATE and expires at the end of the CONTRACT Term listed on the Registration page.

Special Provisions relating to Dealer Aftermarket Wheels: In the event the VEHICLE has damage to an aftermarket wheel, please be advised that it may not be possible for the repair facility to locate an exact matching replacement wheel. Aftermarket wheels are generally discontinued after a certain time period. It is the responsibility of the repair facility (or YOU) to locate a replacement. If a matching replacement cannot be found, a cash settlement will be made to the CONTRACT HOLDER in the amount for which the original damaged wheel was purchased.

Premium Optional Coverage Additional Benefits: 1) reimbursement for emergency towing up to \$100; 2) with prior authorization, reimbursement for rental car expenses incurred during a claim up to \$35 per day with a maximum of \$70; 3) Repair of cosmetic damage only to ALLOY WHEELS. see Section 2. for definition of ALLOY wheel Repair. NOTE: No reimbursement for rental car expenses or reimbursement for towing will be provided for cosmetic wheel repair only to ALLOY WHEELS. Due to aging and variance in ALLOY WHEEL color and texture, it is not always possible to match colors or texture to the other ALLOY WHEELS, so an exact color or texture match is not guaranteed.

SECTION 4. CONTRACT Exclusions – (What is Not Covered)

1. Any tire or wheel damage which is covered by the CONTRACT HOLDER's primary insurance coverage.
2. Any repairs or replacements not authorized by ADMINISTRATOR.
3. Any replacements covered by a MANUFACTURER'S WARRANTY or recall.
4. Pre-existing conditions, peeling paint, normal wear, damage due to collision (other than ROAD HAZARDS covered by this CONTRACT), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear or damage from improper alignment or failure of suspension components, damage from off-road usage, racing tires, re-treaded, re-grooved or recapped tires, tires and wheels with less than 3/32" remaining tread depth (and wheels on which the tires have less than 3/32" of tread depth), COMMERCIAL USE.
5. Damage to other parts of YOUR VEHICLE caused by improper repairs, installation, mounting or balancing as well as repairs performed in a manner that does not comply with manufacturer's guidelines.
6. Cosmetic damage to tires and/or wheels such as scuffing or discoloration due to car wash damage.

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7. Any damage resulting from continued operation or caused by YOUR failure to take reasonable precautions to protect from further damage when an apparent problem exists.
8. Damage or wear to tires caused by VEHICLE modifications that do not comply with the VEHICLE manufacturer's specifications.
9. Tires transferred from YOUR VEHICLE to another motor VEHICLE.
10. Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the value of the failed part.
11. Any repair or replacement of any covered component or part which has not failed due to contact with a ROAD HAZARD as defined in this CONTRACT, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.
12. Tire, wheel, and benefit coverages on this CONTRACT are not extended to a VEHICLE attached to YOUR VEHICLE such as a trailer or VEHICLE in tow.
13. Any loss or consequential damage, including physical damage, personal injury or death, or property damage, which results from the failure of a tire or wheel covered by this CONTRACT due to a contact with a ROAD HAZARD.
14. ALLOY WHEEL REPAIR to an ALLOY WHEEL that is dented or bent from contact resulting in suspension, body, or frame damage. Repair to chrome wheels and polished aluminum wheels are excluded under this CONTRACT.
15. Replacement of ALLOY WHEEL where the damage to the wheel is too great to be repaired, but a technician determines the wheel is still sealing with the tire.
16. Shop Supplies and environmental or disposal charges.
17. Manufacturer defects.
18. Mounting of snow tires or removal of snow tire chains.
19. Scheduled maintenance such as tire rotation and balancing when a failure caused by a ROAD HAZARD has not occurred. Alignments or mechanical adjustments to the Vehicle.
20. Wheel locks and/or any inconvenience caused by wheel locks.
21. Tire or wheel failure outside the continental United States and Hawaii.

SECTION 5. YOUR Responsibilities –

Maintain proper tire inflation at all times per the specifications or guidelines of the VEHICLE or the tire manufacturer. Alignments, tire rotation and balancing must be performed according to manufacturer's required maintenance. Use all reasonable means to protect YOUR VEHICLE's tires and wheels from further damage when a known problem exists. YOU must replace any tires when tread depth is 2/32" or lower. Tires properly replaced in a manner compliant with the VEHICLE or the tire manufacturer's guidelines are covered for the remaining term of this CONTRACT. It is YOUR responsibility to ensure that the technician has obtained an authorization number for repairs prior to any work being completed on YOUR VEHICLE.

SECTION 6. How to File A Claim –

Please call (888) 366-3774 for instructions on filing a claim. YOU must contact OUR CLAIMS DEPARTMENT during the hours of 8:00AM and 5:00PM CST at (888) 366-3774 for authorization prior to any tire or wheel repairs or replacements. OUR ADMINISTRATOR reserves the right to inspect any tire or wheel failure prior to claim authorization. In the event of a weekend or after-hours repair, please contact OUR CLAIMS DEPARTMENT as soon as the office re-opens for authorization on submitting a claim for reimbursement. Any person who knowingly and with the intent to defraud the company or other person files an application or statement of claim containing any materially false information may be subject to prosecution for fraud. Any person who knowingly conceals for the purpose to mislead, or omits information concerning any fact material to an application or statement of claim, may be subject to prosecution for fraud. Documents to complete claim processing must be received by the ADMINISTRATOR within 180 days of the date of the claim or the claim will be void and no payment will be issued (365 days in Wisconsin) (as soon as reasonably possible in Utah).

SECTION 7. Cancellation –

- A. YOU may cancel this CONTRACT at any time by returning it to the DEALER at the ISSUING DEALER'S address listed on the Registration Page, along with a written request for cancellation. If YOU request a cancellation within sixty (60) days of the purchase of this CONTRACT, the CONTRACT shall be void and a full refund of the CONTRACT price will be made by the DEALER, provided that no claim has been made against the CONTRACT during this period. If a claim has been made against the CONTRACT or if the CONTRACT is cancelled more than sixty (60) days from the purchase date of this CONTRACT, the DEALER will make a pro rata refund less a fifty dollar (\$50) cancellation fee, and less any claims paid. This refund will be based on the elapsed time from the CONTRACT SALE DATE. This CONTRACT may only be canceled by the original CONTRACT HOLDER.
- B. WE may only cancel this CONTRACT for non-payment by YOU of the service CONTRACT charge, misrepresentation by YOU in the submission of a claim, or if YOUR VEHICLE is found to be used as COMMERCIAL USE. If WE cancel this CONTRACT within sixty (60) days of the purchase of this CONTRACT, the CONTRACT shall be void and a full refund of the CONTRACT price will be made by the DEALER, provided that no claim has been made against the CONTRACT during this period. If a claim has been made against the CONTRACT or if the CONTRACT is cancelled more than sixty (60) days from the purchase date of this CONTRACT, the DEALER will make a pro rata refund less any claims paid. This refund will be based on the elapsed time from the CONTRACT SALE DATE. No cancellation fee shall apply. If WE cancel this service CONTRACT, WE shall provide written notice fifteen (15) days prior to cancellation stating the reason for cancellation and the effective date of cancellation.
- C. If the VEHICLE and this service CONTRACT have been financed, the lienholder 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. If canceled by the lienholder, the refund will be calculated in accordance with paragraph B. in Section 7.

SECTION 8. CONTRACT Provisions –

A. CONTRACT Territory

This CONTRACT provides coverage only in the continental United States and Hawaii for failures to the covered tires and wheels caused by contact with a ROAD HAZARD.

B. CONTRACT Term

This CONTRACT commences on the CONTRACT SALE DATE and continues for the term chosen. All claims for damage must be reported prior to the expiration date of this CONTRACT to ensure coverage.

C. CONTRACT Limits of Liability

This CONTRACT is unlimited in the amount of payment of approved claims, during the CONTRACT term, EXCEPT for curb damage which is limited to a maximum CONTRACT benefit of \$500.

D. CONTRACT Transfer

Only the original CONTRACT HOLDER may transfer this CONTRACT. The option is not available to the CONTRACT HOLDER if the VEHICLE is traded or sold to or through any entity other than a private party. The rights and duties of the CONTRACT HOLDER under this CONTRACT may be transferred

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within thirty (30) days of the sale of the VEHICLE directly to another private party for a fifty dollar (\$50) transfer fee (forty dollars (\$40) for Florida residents) by calling the ADMINISTRATOR for details.

E. CONTRACT Obligations

This agreement is not an insurance CONTRACT; it is a service CONTRACT. Obligations of the provider under this service CONTRACT are insured under a warranty reimbursement insurance 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 (thirty (30) days for residents of Arizona) 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.

F. CONTRACT Arbitration

DISPUTE RESOLUTION BY BINDING 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 (866) 566-7290. **In the unlikely event that YOUR matter is not resolved or if WE have been unable to resolve a dispute WE have with YOU after attempting to do so informally, YOU and WE each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this CONTRACT will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, WE will pay all costs of arbitration.** Moreover, in arbitration YOU are entitled to recover attorneys' fees to at least the same extent as YOU would in court. In addition, under certain circumstances (explained below), WE will pay YOU more than the amount of the arbitrator's award and will pay YOUR attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards YOU an amount that is greater than what WE have offered YOU to settle the dispute.

ARBITRATION AGREEMENT

(1) WE and YOU agree to arbitrate all disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior CONTRACT (including, but not limited to, claims relating to marketing);
- claims that are currently the subject of purported class action litigation in which YOU are not a member of a certified class; and
- claims that may arise after the termination of this CONTRACT.

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

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to US should be addressed to: Legal Depart., AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("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, 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

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relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both YOU and WE agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and 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 US written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, YOU are agreeing that YOU will arbitrate any dispute between US in accordance with the language of this provision.

SECTION 9. OUR ADMINISTRATOR –

OUR ADMINISTRATOR is not the party obligated under the terms and conditions of this CONTRACT. WE have retained the ADMINISTRATOR to provide administrative and claims services for OUR CONTRACT. Please submit all authorized claims and claim information requests to ADMINISTRATOR: Advanced Protection Products International, Inc., 17732 Highland Rd., Ste. G-158, Baton Rouge, LA 70810. Call (888) 366-3774 for claim authorization prior to any tire or wheel repair or replacement.

SECTION 10. STATE ADDENDUMS –

Alabama: Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the Service CONTRACT Holder to the provider relating to the covered property or its use. If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR. An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days or a claim has been filed.

Alaska: "WE", "US" and "Our" is defined as the Dealer or Lessor from whom YOU purchased or leased the VEHICLE. This CONTRACT does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the CONTRACT), and attorney's fees.

Arizona: YOU may also cancel this CONTRACT by returning it to the ADMINISTRATOR, Advanced Protection Products International, Inc., as listed on the Registration Page. Under the Section 7, Cancellation the following is added:
In no event will paid or approved claims be deducted from any refund.

Only those modifications made to YOUR VEHICLE after the CONTRACT start date are excluded as noted in EXCLUSION 8 & 10. 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 Provider/Obligor for this CONTRACT AMT Warranty Corp., Inc. (California License # 0H18143).

ROAD HAZARD – Means Damage that results from YOUR Tires/Wheels' contact with a pothole, debris (i.e. nails, glass, rocks, tree limbs), or any other object or condition not normally found on a Public Roadway. EXCEPTION: Damage that results from YOUR Tires/Wheels' contact with objects or conditions within a designated construction zone or construction site (i.e. uneven lanes due to repaving, metal plates temporarily covering a hole in the road) is not covered under the terms and conditions of this CONTRACT, and should be reported to YOUR VEHICLE'S automobile physical damage insurance company. Damage as a result from contact with a curb is not covered.

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. Please call 1-800-505-4048 for instructions. If YOU are not satisfied with the Insurance Company's response, YOU may contact the California Department of Insurance at 1-800-927-4357.

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

CONTRACT Exclusion Item 4. is deleted and replaced as follows:

Pre-existing conditions that existed prior to the purchase of this CONTRACT, peeling paint, normal wear, damage due to collision (other than ROAD HAZARDS covered by this CONTRACT), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear or damage from improper alignment or failure of suspension components, damage from off-road usage, racing tires, re-treaded, re-grooved or recapped tires, tires and wheels with less than 3/32" remaining tread depth (and wheels on which the tires have less than 3/32" of tread depth), COMMERCIAL USE.

Section 7. Cancellation, Item A & B. are deleted and restated as follows:

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

The Arbitration Provision section of this CONTRACT is amended to include the following:

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

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIRS OR REPLACEMENT HAVE BEGUN: 1-888-366-3774

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

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

If YOUR Vehicle is being repaired and the CONTRACT expires during the repair or replacement, the CONTRACT is extended until the repair or replacement 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.

The definition of **Commercial Use** is deleted and replaced with the following:

Commercial Use – Means VEHICLE used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations and VEHICLE cannot exceed 10,000 lbs. GVW.

YOU may also cancel this CONTRACT by contacting the ADMINISTRATOR, Advanced Protection Products International, Inc., as listed on the Registration Page.

Section 7. Cancellation is deleted and restated as follows:

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 gross written premium less claims paid and 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 less claims paid. If WE cancel the CONTRACT, WE will return one hundred percent (100%) of the unearned pro rata premium less claims paid. After the CONTRACT has been in effect for more than sixty (60) days, WE may only cancel for material misrepresentation or fraud at the time of sale of the CONTRACT, odometer has been tampered with or disabled and the CONTRACT Holder has failed to repair the odometer, 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, or 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 and the applicable surcharge has not been marked on the Registration Page and payment has not been received for this surcharge.

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

Georgia: CONTRACT Exclusion Item 4. is deleted and replaced as follows:

Pre-existing conditions that existed prior to the purchase of this CONTRACT, peeling paint, normal wear, damage due to collision (other than ROAD HAZARDS covered by this CONTRACT), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear or damage from improper alignment or failure of suspension components, damage from off-road usage, racing tires, re-treaded, re-grooved or recapped tires, tires and wheels with less than 3/32" remaining tread depth (and wheels on which the tires have less than 3/32" of tread depth), COMMERCIAL USE.

Only those modifications made to YOUR VEHICLE after the CONTRACT start date are excluded as noted in EXCLUSION 8 & 10.

WE may cancel this CONTRACT for non-payment of the CONTRACT charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 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 lienholder shown on the Registration Page may only cancel this CONTRACT for non-payment if they hold a power of attorney.

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

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

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

Illinois: THE DEFINITION OF "WE, US, AND OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS AMT Warranty Corp.

This CONTRACT provides no Coverage or Benefits for failures resulting from normal wear and tear.

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

Indiana: 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.

CONTRACT Exclusion Item 4. is deleted and replaced as follows:

Pre-existing conditions known by YOU that existed prior to the purchase of this CONTRACT, peeling paint, normal wear, damage due to collision (other than ROAD HAZARDS covered by this CONTRACT), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear or damage from improper alignment or failure of suspension components, damage from off-road usage, racing tires, re-treaded, re-grooved or recapped tires, tires and wheels with less than 3/32" remaining tread depth (and wheels on which the tires have less than 3/32" of tread depth), COMMERCIAL USE.

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

Iowa: Notice: The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065, 877-955-1212.

If this CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this CONTRACT to the ADMINISTRATOR or to US. If YOU cancel this CONTRACT, WE must mail written notice of cancellation to YOU within 15 days of cancellation.

Louisiana: THE CONTRACT PROVIDER IS AMT WARRANTY CORP.

Section 7. Cancellation Item A & B are deleted and replaced with the following:

- A. YOU may cancel this CONTRACT at any time by returning it to the DEALER at the ISSUING DEALER'S address listed on the Registration Page, along with a written request for cancellation. If YOU request a cancellation within sixty (60) days of the purchase of this CONTRACT, the CONTRACT shall be void and a full refund of the CONTRACT price will be made by the DEALER. If the CONTRACT is cancelled more than sixty (60) days from the purchase date of this CONTRACT, the DEALER will make a pro rata refund less a fifty dollar (\$50) cancellation fee. This refund will be based on the elapsed time from the CONTRACT SALE DATE. This CONTRACT may only be canceled by the original CONTRACT HOLDER.
- B. WE may only cancel this CONTRACT for non-payment by YOU of the service CONTRACT charge, misrepresentation by YOU in the submission of a claim, or if YOUR VEHICLE is found to be used as COMMERCIAL USE. If WE cancel this CONTRACT within sixty (60) days of the purchase of this CONTRACT, the CONTRACT shall be void and a full refund of the CONTRACT price will be made by the DEALER. If the CONTRACT is cancelled more than sixty (60)

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days from the purchase date of this CONTRACT, the DEALER will make a pro rata refund. This refund will be based on the elapsed time from the CONTRACT SALE DATE. No cancellation fee shall apply. If WE cancel this service CONTRACT, WE shall provide written notice fifteen (15) days prior to cancellation stating the reason for cancellation and the effective date of cancellation.

Maine: Section 7. Cancellation Item A is amended to include:

If this CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this CONTRACT to the ADMINISTRATOR or to US. YOUR cancellation fee shall not exceed the lesser of 10% of the CONTRACT purchase price or fifty dollars (\$50.00).

Maryland: If YOUR Vehicle is being repaired and the CONTRACT expires during the repair or replacement, the CONTRACT is extended until the repair or replacement is completed.

Section 7. Cancellation Item A is amended to include:

If this CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this CONTRACT to the ADMINISTRATOR or to US.

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.

Minnesota: Section 7. Cancellation Item A is amended to include:

If this CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this CONTRACT to the ADMINISTRATOR or to US.

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.

Mississippi: Our obligations and the performance to YOU under the Service CONTRACT are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Section 7. Cancellation Item B is amended to include:

If WE cancel this CONTRACT for non-payment, WE shall mail a written notice to YOU at YOUR last known at least ten (10) days before cancellation. If WE cancel this CONTRACT for any other reason, WE shall mail a written notice to YOU at YOUR last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

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

Missouri: If this CONTRACT is cancelled within the first sixty (60) days and no claims have been filed, WE will refund YOU the entire purchase price of the CONTRACT. If this CONTRACT is 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 and less claims paid. 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 and no claims have been filed, 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.

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: 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 (a) Nonpayment by YOU; (b) YOUR conviction of a crime which results in an increase in the service required under this CONTRACT; (c) Fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by YOU or (2) A violation by YOU of any condition of this CONTRACT, which occurred after the effective date of the CONTRACT and which substantially and materially increases the service required under the CONTRACT; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this CONTRACT and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this CONTRACT was issued or sold. 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 date Coverage begins, no administrative fee will be deducted. In the event WE or the lienholder cancel this CONTRACT, written notice will be sent to YOUR last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

YOU may cancel this CONTRACT at any time. If YOU have made no claim and YOUR request for cancellation is within sixty days (60) days, the full price YOU paid for the Service CONTRACT will be refunded and no administrative fee will be deducted. If YOU have made a claim under the CONTRACT, or if YOUR request is beyond the first sixty days (60) days, WE will refund to YOU an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If YOUR CONTRACT was financed, the outstanding balance will be deducted from any refund. If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT purchase date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the CONTRACT price will be added to the refund for every thirty (30) days the refund is not paid.

This Service CONTRACT is not renewable.

This CONTRACT provides no coverage for damage to YOUR VEHICLE Tire/Wheel which occurred or existed prior to the CONTRACT Purchase Date.

ARBITRATION PROVISION – Pursuant to Nevada law, the arbitration provision is not mandatory.

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

Cancellation and Transfer Fees do not apply.

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

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ANY REPAIRS OR REPLACEMENT HAVE BEGUN: 1-888-366-3774**

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 cancelled due to the nonpayment by YOU of the provider fee; a material misrepresentation by YOU to the provider; or substantial breach of duties YOU relating to the covered product or its use.

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

New York: 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 purchase price of the CONTRACT or a direct violation of the CONTRACT by YOU.

Oklahoma: This is not an insurance CONTRACT.

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

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Under Section 6 How to File A Claim- The following sentence is amended as follows: Documents to complete claim processing must be received by the ADMINISTRATOR within 180 days of the date of the claim or the claim will be voidable and payment will be issued.

Under Section 7. Cancellation section, paragraphs A and B are deleted and replaced with the following:

A. YOU may cancel this CONTRACT by returning it to the Selling Dealer or directly to US. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this CONTRACT is canceled by YOU within the first sixty (60) days and no claims have been filed, WE will refund the entire CONTRACT Purchase Price. If this CONTRACT is canceled after the first sixty (60) days or a claim has been filed, WE will refund the unearned CONTRACT Purchase Price to YOU calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the CONTRACT was in force or the number of miles the VEHICLE was driven prior to cancellation, less a cancellation fee equal to ten percent (10%) of the pro-rata refund or fifty dollars (\$50), whichever is less. In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.

B. WE may cancel this CONTRACT based on one or more of the following reasons: (A) nonpayment of the CONTRACT Purchase Price; (B) a material misrepresentation made by YOU; or (C) a substantial breach of duties by YOU under the CONTRACT relating to the VEHICLE or its use. If this CONTRACT is canceled by US, WE will refund one hundred (100%) of the unearned CONTRACT Purchase Price to YOU. No claim incurred or paid shall be deducted from the amount of the refund. In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.

Oregon: This CONTRACT is between the Obligor/Provider, AMT Warranty Corp 59 Maiden Lane, 43rd Floor, New York, NY 10038 (866) 327-5818 and YOU. If YOU have any questions regarding this CONTRACT, or a complaint against the Obligor, YOU may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894 or www.oregoninsurance.com. The following is in addition to the Arbitration Section:

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.

Under Arbitration Agreement (1) the 2nd paragraph is restated as follows:

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 CONTRACT, YOU and WE are each waiving the right 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.

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) 737-6160.

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.

Texas: Advanced Protection Products International, Inc. Service Contract Administrator License No. XXX.

Obligations of the provider under this service CONTRACT are insured under a warranty reimbursement insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038; Phone (866) 505-4048.

YOU may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after YOU have provided US with valid proof of loss or a refund or credit is not paid before the 46th day after the date on which the service CONTRACT is returned to the provider.

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER BEFORE ANY REPAIRS OR REPLACEMENT HAVE BEGUN: 1-888-366-3774

YOU may refer unresolved complaints or questions regarding the regulation of this service CONTRACT to: Texas Department of Licensing and Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711; (800) 803-9202, (512) 463-6599.

Section 7. Cancellation is deleted and replaced with the following:

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

If WE cancel this CONTRACT, WE shall mail a written notice to YOU at the last known address held by US before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the CONTRACT Holder to the provider or the provider's ADMINISTRATOR, or a substantial breach of duties by the 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 CONTRACT is canceled. If an CONTRACT is cancelled and the provider does not pay the refund or credit the CONTRACT Holder's account before the 46th day after the date of the return of the 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: 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.

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.

This CONTRACT provides no coverage for damage to YOUR VEHICLE's Tire/Wheel which occurred or existed prior to the CONTRACT Purchase Date.

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

Vermont: The Arbitration Provision section of this CONTRACT is stricken in its entirety.

Washington: If you request cancellation of this Service CONTRACT within thirty (30) days of the purchase date of the Service CONTRACT and the refund is not paid or credited within thirty (30) 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. This provision applies only to the original purchaser of the Service Agreement. In the event WE cancel this Service CONTRACT, WE will mail a written notice to YOU and YOUR last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. YOU may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this CONTRACT.

Wisconsin: 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.

Section 7. Cancellation – Items A. and B are deleted and replaced with the following:

A. YOU may cancel this AGREEMENT by returning it to the ADMINISTRATOR or directly to US. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this AGREEMENT is canceled by YOU within the first sixty (60) days and no claims have been filed, WE will refund the entire AGREEMENT Purchase Price and the AGREEMENT shall be void. The right to void the AGREEMENT applies only to the original purchaser of the AGREEMENT. If the refund is not paid or credited within forty-five (45) days after return of the AGREEMENT to US, WE shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which WE shall add to the amount of the refund.

B. If WE cancel this AGREEMENT, WE shall mail a written notice to YOU at YOUR last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is in addition to **Section 7. Cancellation**:

D. For AGREEMENTS canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this AGREEMENT within such period, WE shall refund one hundred (100%) percent of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the AGREEMENT 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 AGREEMENT, the ADMINISTRATOR shall return one hundred percent (100%) of the unearned pro-rata AGREEMENT purchase price paid, less claims paid.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding, by consent of the CONTRACT holder.

Arbitration will take place under the laws of the State of Wisconsin and will be held in the CONTRACT holder's county of residence or any other county in this state agreed to by both parties.

Wyoming:

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.

The arbitration provision section of this CONTRACT is replaced as follows:

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.

This CONTRACT provides no coverage for damage to YOUR VEHICLE'S Tire/Wheel which occurred or existed prior to the CONTRACT Purchase Date.