

“SELECT” Vehicle Service Contract Terms and Conditions

1. DEFINITIONS

Administrator – Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339 is the **Administrator** of this **Contract**.

Breakdown – The failure of any **Covered Part** to perform the function for which it was intended due to defects in material and workmanship. Gradual reduction in operating performance due to the natural and inherent wear characteristics of automotive parts, where no failure has occurred, will not be considered a **Breakdown**.

Contract – refers to this Vehicle Service **Contract** which **You** purchased to protect **Your Vehicle**.

Covered Component – Any part or component listed in the Coverage section of this **Contract**. The listed parts must be the original equipment on **Your Vehicle** or like replacement parts meeting the manufacturer's specifications. Any **Covered Components** which have been repaired or replaced prior to the **Effective Date** of this **Contract** must have been repaired or replaced by a state licensed mechanic.

Covered Repair – means a repair to a **Covered Component** as approved by the **Administrator**.

Deductible – refers to the **Deductible You** must pay, as shown on the Declaration Page of this **Contract**, for each **Covered Repair** visit.

Waiting Period -- This **Contract** is subject to a validation period of time and mileage from the **Contract** purchase date. The length of the waiting period is listed on the Declaration Page of this **Contract**. There is no coverage during the waiting period. Coverage will commence upon the expiration of the waiting period. The **Contract** will expire according to the time and mileage of the plan that **You** have selected. The additional time and mileage contained in the waiting period will be added to the plan's term.

Expiration Date – The plan expires by time or mileage, whichever occurs first. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the **Contract** purchase date. Time: The plan expiration is measured from the **Contract** purchase date.

Vehicle – The **Vehicle** described on the Declaration Page of this **Contract** which, upon acceptance by the **Administrator**, is covered by this **Contract**.

We, Us or Our – Refers to the **Obligor/Provider** of this **Contract** which is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038.

You, Your, or Registered Owner – Refers to the person listed as the **Registered Owner** on this **Contract**.

2. GENERAL TERMS

The following General Terms are applicable at all times:

A. CONTRACT PERIOD: This **Contract** begins on the **Effective Date** and **Effective Odometer Reading** and will expire according to the time/mileage selected, whichever occurs first, as shown on the Declaration Page of this **Contract**. Failure of a **Covered Component** occurring prior to the **Effective Date** and **Effective Odometer Reading** will not be covered.

B. FAILURE OF COVERED COMPONENTS: We will pay or reimburse **You** for reasonable costs to repair or replace a **Covered Component** in the event of a **Breakdown**. Our amount of authorization may be based on the utilization of new parts, remanufactured parts, or replacement parts of like kind and quality.

C. APPROVAL OF COVERED REPAIRS. All **Covered Repairs** must receive prior authorization by the **Administrator**. The **Administrator** may be contacted at (800) 871-0467.

D. TERRITORY: This **Contract** is limited to **Breakdowns** which occur, and **Covered Repairs** that are made within the United States of America and Canada.

E. LIMITS OF LIABILITY:

Our liability shall in no event exceed the limits stated below:

Life of Contract

\$15,000

If a single claim or cumulative claims and benefits exceed the maximum benefit of \$15,000.00 this **Contract** will become fully earned and no further claims can be made against **Us**. Once the maximum limit of liability has been reached, this **Contract**, and all rights there under shall terminate.

F. OUR RIGHT TO RECOVERY: If **We** pay anything under this **Contract** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.

G. TRANSFER RIGHTS: This **Contract** is for the benefit of the **Registered Owner** and is transferable subject to a transfer fee providing:

- a) Proof of transfer of the remaining manufacturer's warranty is provided, if applicable.
- b) This **Contract** is being transferred to a subsequent private purchaser of **Your Vehicle**. (Transfer rights are voided when **Vehicle** is either traded sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of **Vehicles**.)
- c) All prior maintenance records have been given to the new owner at time of transfer.

You must submit the following:

- a) Transfer application (available from **Administrator**).
- b) Bill of sale showing sale date and mileage at time of sale.
- c) \$50.00 Transfer fee made payable to the **Administrator** within thirty (30) days of the transfer of **Vehicle** ownership.

H. MAINTENANCE REQUIREMENTS: In order to receive the full coverage of this Contract, You must, at Your expense, maintain the vehicle in accordance with the manufacturer's recommendations. In the event of a claim under certain circumstances, evidence of proper service may be required. **Keep receipts from all routine maintenance work performed.**

I. DEDUCTIBLE: In the event of a Breakdown, You are required to pay a Deductible. No Deductible is required with respect to coverages listed in the Additional Benefits section of this Contract. The Deductible amount You must pay is shown on the Declaration Page of this Contract for Covered Repairs on a per visit basis. If a Breakdown requires more than one visit to repair, only one Deductible will apply to that Breakdown.

J. ARBITRATION: If We and You do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

3. COVERAGE

This Contract covers ONLY the components/parts listed below:

ENGINE: All internal components of the engine that require lubrication for operation, including pistons, piston rings, wrist pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, push rods, rocker arms, hydraulic lifters, rocker arm shafts, oil pump, harmonic balancer. The engine block, cylinder heads, oil pan and timing chain cover are covered only if damaged by the failure of an internally lubricated engine component.

TRANSMISSION: All internal components of the transmission that require lubrication for operation, including oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. Torque converter, vacuum modulator, accumulator, electronic shift control unit. Transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

DRIVE AXLE (FRONT AND REAR): All internally lubricated components contained within the drive axle housing. Locking hubs, drive shafts, center support bearings, universal joints, CV joints (except when damaged as a result of a torn or missing CV boot). Drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

4X4 TRANSFER CASE: All internal components of the transfer case that require lubrication for operation.

TURBO/SUPERCHARGER: (Surcharge applies) all internally lubricated parts of the turbocharger or supercharger provided the surcharge has been paid. Only OEM equipment qualifies for coverage.

COOLING: Water pump, engine cooling fan motor, fan & fan clutch.

AIR CONDITIONING: Compressor, condenser, evaporator, expansion valve, blower motor. Accumulator/receiver-dryer and orifice tube are covered only if they have failed.

FUEL SYSTEM: Fuel pump, fuel injection pump and metal fuel lines.

ELECTRICAL: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front & rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, AC/heater blower speed switch, power window motors, regulators and switches, power door lock actuators and switches.

SEALS & GASKETS: Seals & gaskets are covered only if required in conjunction with a **Covered Repair**. Leaking seals or gaskets are not covered.

DEDUCTIBLE – You are responsible for a one hundred (\$100) dollar **Deductible** per **Covered Repair** visit.

4. ADDITIONAL BENEFITS

RENTAL REIMBURSEMENT - We will provide reimbursement for a rental vehicle from a licensed agency in the event of a **Breakdown**. **We** will pay up to thirty five (\$35) dollars for every eight (8) hours or portion thereof of approved labor time to complete the **Covered Repair** (maximum 3 days). Any **Vehicle** inspection time for the **Administrator** does not qualify for rental reimbursement. **You** must submit rental receipts to the **Administrator** for reimbursement. This coverage does not apply to service or parts delays or other time delays beyond **Our** control or that of the repair facility.

We will also provide under the same terms listed above for up to 2 days of rental reimbursement even if the repairs to **Your Vehicle** are not covered by this **Contract**. Repairs must be due to the failure of the vehicles internal components. **Your Vehicle** must have been repaired by a licensed repair facility. **You** must submit your paid repair and paid rental receipts to the **Administrator** for reimbursement. All receipts must be for repairs performed during the term of this contract.

24-Hour Emergency Roadside Assistance

24 Hour Roadside Assistance: **Your Vehicle** will be covered up to ten (10) occurrences over the term of **Your Service Contract**: towing benefits up to a maximum of one hundred dollars (\$100.00) per occurrence and lock out service, fuel, fluid, or battery boost/jump (**excluding the cost of fluids or fuel**) to a maximum of fifty dollars (\$50.00) per occurrence.

If Your Vehicle requires Roadside Assistance, You must contact the Road Service Processing Center for prior approval and assistance.

You will be provided with **Your Roadside Assistance** number in the welcome letter **You** receive.

Please Note: The 24-Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are **NOT** covered.

Toll Free
800-562-1803

5. WHAT TO DO IN THE EVENT OF A FAILURE

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Vehicle** from further damage. This **Contract** will not cover damage caused by not securing a timely repair of the failed component.
2. Take **Your Vehicle** to a Licensed Repair Facility - (**You** may contact **Administrator** for assistance in locating a repair facility).
3. Instruct the repair facility that they must obtain an authorization number from the **Administrator** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Vehicle** to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered by this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being performed.
5. After the **Administrator** has been contacted, **We** recommend that **You** review with the repair facility the components that will be covered for this claim.
6. **Administrator** will pay the repair facility directly or reimburse **You** for the cost of Covered Repairs to Your Vehicle as set forth herein, less any applicable **Deductible**. All repair orders and necessary documentation must be submitted to **Administrator** within thirty (30) days to qualify for payment.

6. REPAIR FACILITY GUIDELINES FOR CLAIMS HANDLING

Follow these steps when handling a claim:

1. Advise **Registered Owner** that evaluation of a failure does not mean that the repair is covered under this **Contract**. All **Covered Repairs** must receive prior authorization by **Administrator**.
2. Have **Registered Owner** authorize inspection/tear down of the **Vehicle** to determine cause of the failure and cost to repair. Save all components, including fluids and filters, should **Administrator** require outside inspection. Notify **Registered Owner** that cost of tear down will not be paid if it is determined that the failure is not covered under this **Contract**.
3. Determine the cause of failure, correction required and cost of the repairs.
4. Contact **Administrator's** Claims Department at **800-871-0467** to get authorization to proceed with the claim. Be prepared with the following when placing the call:
 - a. **Registered Owner's** name and **Contract** number.
 - b. Customer's complaint, cause of failure and recommended correction.
 - c. Cost of repair.
5. A Claims Advisor will verify coverage and do one of the following:
 - a. Approve Claim - If approved, the repair facility will be given an authorization number to be recorded on the repair order. The authorized amount is the maximum that will be paid. Additional amounts must receive prior approval.

b. Require additional evaluation, inspection or tear down - **Administrator** may require an inspection prior to repair being completed. If a tear down is required to determine cause of failure, **Registered Owner** must authorize the tear down. Notify **Registered Owner** that if the repair is not covered, then **Registered Owner** will be responsible for cost of the tear down. Repair facility should save all components requiring inspection, including fluids and filters. The Claims Advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Claims Advisor.

c. Deny the claim and provide the reason for the denial.

6. Review **Administrator's** findings with **Registered Owner** as well as what will be covered by this **Contract** and what portion of the repairs, if any, will not be covered.
7. Obtain **Registered Owner's** authorization to complete repairs. All repair orders must have **Registered Owner's** signature to qualify for payment.
8. Submit repair order(s), which must contain **Contract** number, authorization number and authorized amount to **Administrator** within thirty (30) days at the following address: **Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339. Telephone: 800-871-0467**

7. CANCELLATION OF VEHICLE SERVICE CONTRACT

1. **You** may cancel this **Contract** by notifying **Us** in writing. A cancellation form indicating the odometer reading on the date of cancellation will be required. **You** may request this form from the **Administrator**.
2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or in submitting a claim.
3. If **Your Vehicle** and/or this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. If this **Contract** is canceled within the first thirty (30) days and no claim has been filed, the entire **Contract** charge paid will be refunded. After thirty (30) days, or if a claim has been filed, an amount of the unearned **Contract** charge will be refunded according to the pro-rata method reflecting the greater of the days in force or the mileage driven based on the term of **Contract** and the date or miles when **Coverage** began.
5. The greater of a \$50 service charge or the total of all authorized claims will be deducted from all refunds after thirty (30) days.
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

8. INSTALLMENT PAYMENT PROVISION

In the event that Your Service Contract is being paid for via a Retail Installment Service Contract (or its equivalent) which is terminated for nonpayment, the expiration date and mileage of this Service Contract may be modified to reflect the portion of the Service Contract that You have paid for. The modified expiration date and mileage of this Service Contract will be calculated on a pro rata basis by adding the amount of time and mileage that You have paid for to the original in service date and in service mileage of the Service Contract. You may contact the Administrator toll-free at (800) 871-0467 for the modified terms of Your Service Contract.

9. EXCLUSIONS

This Vehicle Service Contract Provides NO Coverage or Benefits for any of the following:

- A. ANY REPAIR MADE WITHOUT THE ADMINISTRATOR'S PRIOR APPROVAL.
- B. FAILURE OF A COVERED COMPONENT OCCURRING PRIOR TO THE EFFECTIVE DATE OR EFFECTIVE ODOMETER READING.
- C. OIL CONSUMPTION, WORN OUT PARTS, AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR INCLUDING BUT NOT LIMITED TO GUIDES, VALVES, RINGS, AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS.
- D. DIESEL ENGINES MANUFACTURED PRIOR TO 1990, ROTARY ENGINES, 4100 GM ENGINES OR ENGINES USED IN COMMERCIAL VEHICLES.
- E. SHOP SUPPLY CHARGES; EPA DISPOSAL FEES; SPECIAL ORDER PARTS SHIPPING COST; PARTS LOCATOR RESEARCH FEE; STORAGE FEES; FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS EXCEPT WHEN REPLACEMENT IS REQUIRED DUE TO A COVERED FAILURE.
- F. ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY.
- G. ANY FAILURE RESULTING FROM COLLISION; INTERNAL OR EXTERNAL FIRE; THEFT; VANDALISM; RIOT; EXPLOSION; LIGHTNING; EARTHQUAKE; FREEZING; RUST OR CORROSION; WINDSTORM; HAIL; WATER OR FLOOD; ACTS OF GOD; ACTS OF WAR; ACTS OF TERRORISM; SALT; ENVIRONMENTAL DAMAGE; CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS; FUELS CONTAINING MORE THAN 10% ETHANOL; ABUSE; NEGLIGENCE; LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE; IMPROPER SERVICING AFTER THE EFFECTIVE DATE OF THIS CONTRACT; SLUDGE BUILD-UP OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR

COOLANTS; NOT PROTECTING THE VEHICLE FROM FURTHER DAMAGE WHEN A FAILURE HAS OCCURRED.

- H. ANY REPAIR OR REPLACEMENT OF A COVERED COMPONENT IF NO FAILURE HAS OCCURRED REGARDLESS OF REPAIR FACILITY RECOMMENDATIONS; OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES PERMITTED BY THE MANUFACTURER; ANY REPAIR NOT SPECIFICALLY AUTHORIZED BY US.**
- I. DAMAGE TO A COVERED COMPONENT CAUSED BY THE FAILURE OF A NON-COVERED COMPONENT. DAMAGE TO A NON-COVERED COMPONENT CAUSED BY THE FAILURE OF A COVERED COMPONENT.**
- J. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR IF YOU USE YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER. INCLUDING THE FAILURE OF ANY CUSTOM OR ADD-ON/AFTERMARKET PART REGARDLESS IF SUPPLIED BY A FRANCHISE DEALER OR NOT; ANY FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS; OVERSIZED/UNDERSIZED TIRES OR WHEELS; TRAILER HITCHES; OR MODIFICATIONS TO ANY OF YOUR VEHICLE'S SYSTEMS.**
- K. IF YOUR ODOMETER HAS CEASED TO WORK AND REPAIRS HAVE NOT BEEN IMMEDIATELY MADE; THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE; OR IF VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.**
- L. LIABILITY FOR PROPERTY DAMAGE OR FOR INJURY OR DEATH OF ANY PERSONS ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED. LOSS OF TIME, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS THAT RESULTS FROM A FAILURE (EXCEPT AS PROVIDED UNDER THE BENEFITS OR COVERAGES HEREIN.)**
- M. REPAIRS TO SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY AND DISCONTINUE VEHICLE OPERATION WHEN ANY OF YOUR VEHICLE'S LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE OR IF OVERHEATING OCCURS.**
- N. SALVAGED TITLE VEHICLES; WHEN RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY; WARRANTY FROM THE MANUFACTURER INCLUDING EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES; A REPAIRER'S GUARANTEE OR WARRANTY; OR FAILURES FOR WHICH THE MANUFACTURER HAS ANNOUNCED RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALL CAMPAIGNS AND FACTORY SERVICE**

BULLETINS, REGARDLESS OF THE MANUFACTURER OR REPAIR FACILITIES ABILITY TO PAY FOR SUCH REPAIRS.

- O. IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR OTHER OBJECT OR VEHICLE WITHOUT BEING EQUIPPED WITH A FACTORY INSTALLED OR AUTHORIZED TOW PACKAGE; PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL.**
- P. ANY VEHICLE USED FOR COMMERCIAL PURPOSES UNLESS THE COMMERCIAL USE BOX HAS BEEN MARKED ON THE DECLARATION PAGE OF THIS CONTRACT AND THE COMMERCIAL SURCHARGE HAS BEEN PAID. COMMERCIAL USE SHALL BE LIMITED TO LIGHT COMMERCIAL USE, NOT INCLUDING COMMERCIAL TOWING, VEHICLES USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, ROAD REPAIR OPERATIONS, HAULING, POLICE OR EMERGENCY SERVICES, PRINCIPAL OFF ROAD USE, RACING, COMPETITIVE DRIVING, SNOW REMOVAL, ROUTE-WORK OR SERVICE & REPAIR VEHICLES.**
- Q. ANY FAILURE OCCURRING PRIOR TO THE PURCHASE DATE OF THIS CONTRACT, OR IF INFORMATION PROVIDED BY YOU OR A REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**
- R. ANY FAILURE OCCURRING OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.**
- S. DAMAGE CAUSED BY PRE-IGNITION, DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.**

Administered by: Royal Administration Services, Inc., FL License #60109

Administrative Office: 51 Mill Street, Hanover, MA 02339, (800) 871-0467

**This Contract is between You, the Purchaser and AMT Warranty Corp., the Provider.
In Florida, the Provider is Wesco Insurance Company, FL License #01913**