

TIRE & WHEEL PROTECTION SERVICE CONTRACT AND REGISTRATION APPLICATION

COVERED VEHICLE INFORMATION

Year, Make, Model

VIN

Vehicle Purchase Price \$

Amount Financed \$

VEHICLE OWNER

Vehicle Owner

Address, City, State, Zip

Email

Phone Home, Cell, Work

SELLING STORE

Store Name, Store Number

Address, City, State, Zip, Phone

LIENHOLDER/LESSOR

Lienholder/Lessor

Address, City, State, Zip, Phone

COVERAGE OPTIONS AND TERM

Tire and Wheel Protection

COVERAGE TERM

Please fill in Term below (1 - 7 years)

Optional Cosmetic Alloy Wheel Protection

_____ Year(s)

PURCHASE PRICE \$ _____

IF TERM IS NOT INDICATED, MAXIMUM TERM WILL APPLY UNLESS COVERAGE IS DECLINED AS SHOWN BELOW.

THE PURCHASE OF THE TIRE & WHEEL PROTECTION IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT, AS WELL AS STATE SPECIFIC AMENDMENTS FOR YOUR STATE.

THERE IS NO DEDUCTIBLE FOR COVERAGE UNDER THIS CONTRACT

I ("Vehicle Owner") whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions contained herein and I understand and agree to all of the provisions herein. This Agreement is between the Obligor and Vehicle Owner.

Date of Sale
(Effective Date of Agreement)

Vehicle Owner Signature

Dealer Signature

DECLINATION OF TIRE & WHEEL PROTECTION

I do not choose to register my vehicle under the Tire & Wheel Plus Protection Service Contract. By not purchasing the Tire & Wheel Protection Service Contract, I fully understand that I am not entitled to any of the Service Contract protection provisions provided under the terms of this Service Contract.

Vehicle Owner Signature

Date

Dealer Signature

Date

For Emergency Roadside Assistance Call: 855-440-3855

Obligor / Service Contract Provider
AMT Warranty Corp.
59 Maiden Lane, 43rd Floor
New York, NY 10038

Administrator:
Siskin Enterprises, Inc.
P.O. Box 58 Salt Lake City, Utah 84110
Toll Free (800) 453-8470
E-mail: customerservice@siskinent.com

TIRE & WHEEL PROTECTION

I. DEFINITIONS

- A. "Administrator" means Siskin Enterprises, Inc.
- B. "Covered Vehicle" means the Vehicle shown on the front side of this Service Contract covered by this Service Contract.
- C. "Covered Tire or Wheel" means the original equipment or like replacement tires and wheels, or aftermarket wheels, if they meet the Covered Vehicle's manufacturer's size specifications.
- D. "Date of Sale" means the date in which Vehicle Owner purchases this Service Contract and the effective date of the Service Contract.
- E. "Eligible Wheels for Cosmetic Rim Protection" are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.
- F. "Excluded Vehicles" are Austin Healey, Aston Martin, Bentley, Bugatti, Checker, Citroen, Daihatsu, Ferrari, Fisker, International, Lamborghini, Lotus, Maserati, Maybach, McLaren, MG, Panoz, Peugeot, Rolls Royce, Saleen, Shelby, Tesla, Triumph, and TVR.
- G. "Expiration Date" means the date that coverage terminates, which is the Date of Sale plus the number of Coverage Term year(s) selected on the front side of this Service Contract.
- H. "Lienholder/Lessor" means a financial institution, bank, credit union, or a third party that provides credit for the benefit of the Purchaser of the Vehicle.
- I. "Permitted Commercial Purpose" means the Covered Vehicle may be used for commercial purposes generally categorized as "professional" including, but not limited to, vehicle used by an individual driver for sales/services (e.g. real estate, cleaning services, home health/aide care services) or light duty contracting (e.g. electrician, carpenter and plumber).
- J. "Prohibited Commercial Purpose" means the Covered Vehicle is used for commercial purposes other than a Permitted Commercial Purpose. Prohibited Commercial Purposes include, but are not limited to, hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or the Covered Vehicle is registered, purchased or leased in a company's name and may be used by multiple drivers.
- K. "Provider/Obligor/Service Contract Provider, We, Us, and Our" means AMT Warranty Corp.
- L. "Road Hazard" means a condition that may cause damage to a tire or wheel on a road surface, including potholes, nails, glass, road debris, and curbs, or any other object or condition not normally found in a roadway.
- M. "Selling Store" means the store from which the Vehicle Owner purchased this Service Contract.
- N. "Service Contract" means this Tire & Wheel Protection Service Contract.
- O. "Structural Damage" means damage caused by a Road Hazard that affects the performance of the tires/wheels as a result of the tire failing to hold air or the wheel failing to seal with the tire preventing it from maintaining the manufacturer's air pressure specifications.
- P. "Vehicle Owner," "You" and its possessive, "Your" means the purchaser shown on the front side of this Service Contract.
- Q. "Wheel Cover" means a removable decorative plastic or metal disk that covers at least the central portion of the wheel, called the hub.

II. COVERAGE

A. TIRE & WHEEL PROTECTION:

1. This Service Contract provides for the repairs or, if not repairable, the replacement of the tires and/or wheels of the Covered Vehicle that has experienced Structural Damage due to contact with a Road Hazard. Replacements will be done with like kind and quality tires and/or wheels, or aftermarket wheels if they meet the Covered Vehicle manufacturer's size specification.
NOTE: Aftermarket wheels are generally discontinued after a certain time period and it may not be possible for the repair facility to locate an exact matching replacement wheel. 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 You in the amount of the purchase price of the damaged wheel.
2. Covered Tires damaged by contact with a Road Hazard are eligible for repair or, if not repairable, replacement for tires that have a minimum tread depth of three/thirty-seconds of an inch (3/32") at the lowest point of the tire tread at the time of damage.
3. Coverage also includes mounting, balancing, valve stems, tire disposal/environmental fee and taxes.
4. Tire pressure monitoring sensors on a Covered Wheel are eligible for replacement only if damaged from a Road Hazard.
5. Limited Roadside Assistance is provided should You experience a Road Hazard 855-440-3855. We will reimburse You up to \$100 per occurrence for towing or flat tire changing assistance services. You are responsible for any amounts exceeding this per occurrence limit. Flat tire changing assistance consists of removal of the flat tire and installation of Your inflated spare tire. To qualify for reimbursement, the service provided must be a covered benefit under the terms and conditions described in this Service Contract. Services are not available in areas where state providers are exclusively utilized on certain toll-ways, highways, and freeways.
6. If We require an inspection of the Covered Vehicle or the covered repair requires the shipment of the damaged Covered Tire or Wheel, rental car expenses are reimbursable under this Service Contract up to \$35 per day, for a maximum of 2 days. Prior authorization for reimbursement of rental car expenses is required. See the "Claims Procedures" in Section V for instructions to receive prior authorization.

B. COSMETIC ALLOY WHEEL PROTECTION:

1. This Service Contract provides for the repair of the cosmetic damage to alloy wheel limited to factory wheel machined, brushed or painted surfaces including, but not limited to, scrapes and minor scratches caused by Road Hazards, or by contact with medians, curbs, parking stops or other hazards or conditions in the roadway.
2. Coverage includes the cost of repairing the alloy wheel; chrome wheels are not covered.
3. Coverage includes replacement of Wheel Covers if damaged by a Road Hazard causing scrapes, scratches or nicks to the Wheel Cover.

C. EMERGENCY ROADSIDE ASSISTANCE:

1. For emergency Roadside Assistance in the U.S. and Canada, call 855-440-3855, 24-hours a day, 365 days a year; up to a maximum benefit of \$100 per incident, at a maximum of three (3) uses per year.
2. Roadside Assistance provides services for towing, jump starts, tire changes (with your inflated spare), vehicle fluid delivery (cost of fluids extra), Lock-out Assistance (cost of key cutting/replacement extra).
3. Service fees exceeding this maximum benefit are Your responsibility.
4. Only service requests provided through the phone numbers above will be honored.

III. TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS:

1. This coverage is effective for the duration of the Service Contract as per the term selected on the reverse side of this Service Contract. Coverage begins on the Date of Sale identified on the first page, until the Expiration Date. Claims filed after the Expiration Date will be denied.
2. Where applicable, Obligor will pay only for the repair of the damaged portion of the Vehicle, and Administrator reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage to determine the validity of the claim.
3. Administrator has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and workmanship and we reserve the right to use non-original manufacturer parts at Our option.

B. YOUR DUTIES:

1. It is the Vehicle Owner's responsibility to initiate claims for covered events, during the Term of this Service Contract, by notifying the Administrator as per the Claim Procedures in Section V.
2. If You experience damage to Your Vehicle, You must use all reasonable means to protect Your Vehicle from further damage and notify the Administrator as soon as possible.

C. TIRE & WHEEL PROTECTION:

1. Damage or wear to tires caused by modifications or repairs/installation to Covered Vehicle that do not comply with the Covered Vehicle manufacturer's specifications are not covered.
2. Scheduled maintenance such as tire rotation, balancing, alignments or mechanical adjustments to the Covered Vehicle are not covered.

3. You are responsible for maintaining proper tire inflation at all times per the specifications or guidelines of the Covered Vehicle or the tire manufacturer, as well as perform all alignments, tire rotation, and balancing according to manufacturer's required maintenance. You must replace any tire when tread depth is 2/32" of an inch or lower. Failure to meet these requirements may make Your claim invalid and not eligible for payment under this Service Contract.
- D. COSMETIC ALLOY WHEEL PROTECTION:**
1. 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.
 2. Coverage also includes the cost of mounting, valve stems, balancing, taxes and labor charge.
 3. Eligible Wheels are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.

IV. EXCLUSIONS

- A. GENERAL EXCLUSIONS:**
1. Damage occurring outside of the United States or Canada.
 2. Vehicles involved in an accident, vandalism, acts of God, floods, fires, manufacturer defects, and peeling paint.
 3. Pre-existing conditions.
 4. Damage to the vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas.
 5. Damage to vehicles used for Prohibited Commercial Purposes.
 6. Any consequential or incidental damages.
- B. TIRE & WHEEL PROTECTION:**
1. Tires and wheels where the tires have less than 3/32" tread depth at the lowest point on the tire tread at the time of damage.
 2. Re-treaded, re-grooved, re-capped, or remolded tires.
 3. Wheel locks and/or any inconvenience or expense caused by wheel locks.
 4. Tires and wheels that do not meet factory specifications.
 5. Aftermarket tires, wheels, and wheel covers that do not meet the Covered Vehicle manufacturer's size specifications.
 6. Racing tires.
 7. Any repair or replacement of any covered component or part which has not been damaged due to contact with a Road Hazard as defined in this Service 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.
 8. Manufacturer's defects.
 9. Damage resulting from abnormal wear, dry rot, cracking or peeling.
 10. Any Covered Tire or Wheel damage covered by the Vehicle Owner's primary insurance provider, a manufacturer's warranty, or recall.
 11. Covered Tire or Wheel transferred from Your Covered Vehicle to another motor vehicle.
 12. Covered Tire or Wheel that is damaged, dented or bent from contact resulting from suspension, body, or frame damage.
- C. COSMETIC ALLOY WHEEL PROTECTION:**
1. Abnormal wear caused by misalignment or suspension problems and driving on unpaved roads.
 2. Dented and bent wheels including damage done by contact that cause suspension, body or frame damage.
 3. Chrome wheels.

V. CLAIM PROCEDURES

FOR EACH CLAIM, VEHICLE OWNER MUST FOLLOW UP AND COMPLETE THE CLAIM PROCESS WITHIN 60 DAYS FROM THE ONSET OF CLAIM APPROVAL. AFTER 60 DAYS WITHOUT FOLLOW UP, THE CLAIM WILL BE CLOSED AND NO FURTHER ACTION WILL BE TAKEN. CONTACT ADMINISTRATOR FOR AUTHORIZATION PRIOR TO UNDERTAKING ANY REPAIRS. REPAIRS PERFORMED WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM ADMINISTRATOR WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

- A. TIRE & WHEEL / COSMETIC ALLOY WHEEL PROTECTION:**
1. Complete and submit a claim form through Administrator's website, www.siskinent.com, or contact Administrator at 800-453-8470 for instruction on filing a claim.
 2. You must contact the Administrator for authorization prior to initiating any Covered Tire or Wheel repair or replacement.
 3. Administrator reserves the right to inspect or require photographs of any Covered Tire or Wheel damage prior to claim authorization. In the event the damaged Covered Tire or Wheel is not available for inspection, You will not have made a valid claim and We are NOT required to pay the claim under this Service Contract.
 4. You must submit to Administrator the signed repair or replacement invoice and other documentation We require. Documentation may be faxed to 801-974-5559, emailed to customerservice@permaplate.com or mailed to P.O. Box 58, Salt Lake City, UT 84110.
 5. You must pay for repair or replacement and obtain reimbursement from Us if the servicing facility will not accept payment directly from Us.
 6. We grant pre-authorization based on the information provided to Us. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied.
 7. The first amount We authorize is the maximum amount that will be paid for repairs or replacement covered under this Service Contract unless We specifically approve additional amounts. Any additional amounts must receive prior authorization from Us. We must receive all claim documentation within sixty (60) days of repair/replacement for a claim to be valid and eligible for payment.
- B. AFTER-HOURS CLAIM PROCEDURES:**
1. In the event a Covered Tire or Wheel is damaged by contact with a Road Hazard, requiring repairs outside Our normal business hours, You may elect to wait for authorization or proceed with a Covered Tire or Wheel repair or replacement, but all other terms and conditions of this Service Contract apply. In order to be eligible for reimbursement,
 - a. If replaced, the damaged Covered Tire or Wheel must be retained, or
 - b. If the Covered Wheel is repairable, You must have the repair facility provide You with the bare rim run-out measurements/readings and take clear pictures of the damage before the Covered Wheel is repaired, and
 - c. If a covered Tire or Wheel is repaired or replaced outside Our normal business hours, You must contact Us within two (2) business days. **You will be responsible for repair/replacement costs if it is determined that the repair/replacement is not eligible for coverage under this Service Contract. We must receive all claim documentation within sixty (60) days of repair/replacement for a claim to be valid and eligible for payment.**
- C. TIRE & WHEEL LIMITED ROADSIDE ASSISTANCE PROCEDURES:**
1. Call 855-440-3855 (toll-free) for prior authorization (by dealer or customer) and to initiate a towing or flat tire repair roadside assistance.

VI. CANCELLATIONS

- A. You may cancel this contract at any time for any reason by mailing to the Administrator written notice of cancellation or by calling (800) 453-8470.
- B. If you cancel this Service Contract by the 30th day of receipt if delivered in person, or 30th day after mailing if delivered via mail, and no claim has been made, the contract is voided and the Administrator will provide a full refund or credit to your account. This right to void the Service Contract is applicable only to the original holder and is not transferrable to subsequent holders of the Service Contract.
- C. If cancellation is after 30 days from the Service Contract Date of Sale or if a claim has been made, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a \$25 cancellation fee.
- D. We may only cancel this Service Contract for nonpayment of provider fee, fraud, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply.
- E. The Obligor may cancel this Service Contract by mailing written notice of cancellation to Vehicle Owner at the last known address in Obligor's records 15 days prior to the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation.
- F. A monthly penalty of ten percent shall be added to any refund owed that is not paid within 45 days of cancellation.

VII. GENERAL INFORMATION

AMT WARRANTY CORP. IS THE OBLIGOR/SERVICE CONTRACT PROVIDER OF THIS SERVICE CONTRACT. TERMS AND CONDITIONS WRITTEN ABOVE CANNOT BE ALTERED. THIS IS A SERVICE CONTRACT AND IS NOT INSURANCE. Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy issued by Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038, policy #WIC-AMT-SCRI-WA-091615. If covered service is not provided by Service Contract Provider, or if We fail to pay, You are entitled to apply directly to Wesco Insurance Company for benefits or services afforded under this Service Contract by mail at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or by calling (866) 505-4048.

VIII. ARBITRATION

You agree that all individual claims or disputes of any type arising from or relating to this Service Contract with the Obligor, Dealer, or the insurer listed in Section VII will be settled by impartial arbitration. To initiate arbitration, You must notify Obligor in writing of Your desire to submit your issue to arbitration. You are responsible for providing Us with at least 3 proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If We demonstrate that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Service Contract was purchased, the state's arbitration rules will govern.

IX. STATE SPECIFIC AMENDMENT

Any civil action brought in connection with this Agreement will be brought in the courts of Washington. We shall not deny any claim for coverage based on Your failure to properly maintain the vehicle, unless the failure to maintain involves the failed part(s). We only have sixty (60) days from the date of sale to You to determine whether or not Your vehicle qualifies under our program. After 60 days, We are fully obligated under the terms and we may not cancel this Agreement. Any arbitration proceedings held under this Service Contract will be held in close proximity to Your permanent residence. _____ By initialing here, You acknowledge that You have read and understand the terms of this Service Contract, specifically: (1) Your duties under this Service Contract as outlined in section III. B; (2) the work and parts covered by this Service Contract as outlined in section II; (3) the time limitations of the Service Contract identified in "Coverage Term," on the front page of this Service Contract; (4) that the implied warranty of merchantability on the vehicle is not waived if this Service Contract was purchased within 90 days of the Purchase Date of the vehicle and the seller of the Service Contract is also the seller of the vehicle covered by this Service Contract; (5) the exclusions under this Service Contract outlined in section IV; and (6) Your right to return or cancel this Service Contract as outlined in section VI.