



DECLARATION PAGE

A La Car™

VEHICLE SERVICE CONTRACT ADMINISTRATOR
ALPHA WARRANTY SERVICES, INC
P.O. Box 580 • Riverton, Utah 84065
Phone 1.800.662.5519 • Fax 1.801.571.8964
\*\*\*24-HOUR ROADSIDE ASSISTANCE\*\*\*
United States Auto Club/Motoring Division
Call toll-free 1.877.740.8782

CONTRACT HOLDER INFORMATION

Form with fields: NAME, PHONE, EMAIL ADDRESS, MAILING ADDRESS, CITY, STATE, ZIP CODE

SELLER INFORMATION

Form with fields: NAME, PHONE

VEHICLE INFORMATION

Form with fields: MAKE, MODEL, YEAR, VIN # (MUST BE 17 DIGITS), VEHICLE PURCHASE PRICE, CURRENT ODOMETER READING, LIENHOLDER

VEHICLE SERVICE CONTRACT INFORMATION

Form with sections: PLAN COVERAGE (A La Car), PLAN TERM (1-5 years/miles), SURCHARGES (4WD or AWD Vehicle), ROADSIDE ASSISTANCE (Full-Term), OPTIONS (Air Conditioning, Commercial Use, etc.), DEDUCTIBLE (\$100, \$0, Disappearing), CONTRACT PURCHASE PRICE, CONTRACT PURCHASE DATE, CONTRACT NUMBER

TERMS AND CONDITIONS

The OBLIGOR under this VEHICLE SERVICE CONTRACT ("CONTRACT"), referred to at times as "WE", "Us" or "OUR", is Alpha Warranty Services, Inc. PO Box 580 Riverton, UT 84065. The telephone number is 1-800-662-5519. The OBLIGOR may be different depending upon the state in which YOU reside. Read the SPECIAL STATE DISCLOSURES section to determine if this applies to YOU. This CONTRACT becomes effective on the contract purchase date unless rejected due to nonpayment, misrepresentation, fraud, or the ADMINISTRATOR'S determination of VEHICLE or CONTRACT ineligibility within the first sixty (60) days following purchase. Payment by financing, cash, credit card, or check must be postmarked within five (5) days of the purchase date. This CONTRACT expires at the expiration of the day or miles on the PLAN TERM selected and agreed to, or as of the date the VEHICLE is sold to a new owner and this CONTRACT is not transferred, whichever occurs first. It is expressly understood that WE may wish to contact YOU before any authorization for repairs is given. If an emergency occurs which requires a repair to be made at a time when the ADMINISTRATOR'S office is closed and prior authorization cannot be obtained, fax a copy of the completed invoice to the ADMINISTRATOR for review. YOU shall not rely on representations (oral or written) from anyone with respect to COVERAGE under this CONTRACT and must rely on the terms and conditions herein. This CONTRACT is limited to covered failures that occur, and repairs that are made, within the United States of America or Canada. This CONTRACT is only valid if purchased in conjunction with the purchase of an eligible VEHICLE. The OBLIGOR will have no liability for anything other than the obligations expressly delineated in this CONTRACT. THIS CONTRACT IS NOT AN INSURANCE POLICY.

Contract Benefits – one hundred dollar (\$100) DEDUCTIBLE per repair visit (unless applicable option is applied)

Labor COVERAGE: The labor time required to repair or replace all parts covered under this CONTRACT shall be as defined in the ALLDATA® software. WE will also cover diagnostic and/or tear-down charges per approved CLAIM, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to sixty-five dollars (\$65)).
Rental COVERAGE: The ADMINISTRATOR will cover one (1) day of rental for the first four (4) hours of covered labor and one (1) day of rental for every 8 hours of covered labor thereafter (as defined in the ALLDATA® software). The VEHICLE must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is not provided for weekends or holidays. YOU will be reimbursed up to thirty-five dollars (\$35) per day. The total rental coverage cannot exceed one hundred seventy-five dollars (\$175). Receipts will only be accepted from a licensed rental car agency or a REPAIR FACILITY.

Subject to the terms and conditions set forth in this CONTRACT, the ADMINISTRATOR agrees to pay for the replacement or repair of parts as per the selected Plan COVERAGE set forth above, if those parts suffer a MECHANICAL BREAKDOWN. Under no circumstances will WE or the ADMINISTRATOR be liable to YOU or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of contract, or otherwise including, but not limited to, time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, poor workmanship, misdiagnosis, or seller's misrepresentation. Any misrepresentations from YOU will void this CONTRACT. This CONTRACT gives YOU specific legal rights, and YOU may also have other rights that vary from state to state. Purchase of this CONTRACT is not required in order to purchase or obtain financing for this VEHICLE. Any modification, alteration, or change to the preprinted terms and conditions of this CONTRACT is invalid and of no force or effect. This CONTRACT contains an arbitration provision which may affect YOUR legal rights, unless YOU live in a state that prohibits such provisions. Please review the arbitration in its entirety, as well as the SPECIAL STATE DISCLOSURE section for YOUR specific state (if YOUR state is included) to determine if YOUR legal rights are affected.

The parties acknowledge that this CONTRACT is between Us and YOU. The seller named above is responsible to send payment to the ADMINISTRATOR and a copy of the CONTRACT to put the CONTRACT into effect. It is further acknowledged by the parties that the seller has no authority to amend or otherwise modify the terms of this CONTRACT. YOU acknowledge that at the time of signing this CONTRACT, the seller has inspected the VEHICLE and that it is in good working order. YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS CONTRACT.

\_\_\_\_\_  
Seller's signature

\_\_\_\_\_  
Contract holder's (YOUR) acceptance of the above terms

## DEFINITIONS

The following definitions apply to words used frequently throughout this **CONTRACT**. These definitions and items identified in the **DECLARATION PAGE** are in **BOLD-FACED, SMALL CAPS** type:

<b>ADMINISTRATOR:</b>	The entity identified on the <b>DECLARATION PAGE</b> that administers this <b>CONTRACT</b> .
<b>AWD OR 4WD VEHICLE SURCHARGE:</b>	A surcharge that when applied extends <b>COVERAGE</b> to covered parts of all-wheel drive or four-wheel drive automobiles.
<b>CLAIM:</b>	A demand by <b>YOU</b> for benefits under this <b>CONTRACT</b> .
<b>COMMERCIAL USE OPTION:</b>	An option that when applied extends <b>COVERAGE</b> to the <b>VEHICLE</b> if used for commercial purposes, up to 1 ton, which include but are not limited to: a <b>VEHICLE</b> that advertises a commercial enterprise with signage, route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to the job site. Usage must not exceed manufacturer's ratings or limitations. The <b>COMMERCIAL USE OPTION</b> is unavailable, and there is no <b>COVERAGE</b> under the <b>CONTRACT</b> , if the <b>VEHICLE</b> is used in farming, ranching or construction.
<b>CONTRACT or VEHICLE SERVICE CONTRACT:</b>	This <b>VEHICLE SERVICE CONTRACT</b> , which <b>YOU</b> have purchased for the <b>VEHICLE</b> described on the <b>DECLARATION PAGE</b> . Unless otherwise regulated under state law, the contents of this <b>CONTRACT</b> shall be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.
<b>COVERAGE:</b>	Refers to the <b>COVERAGE</b> afforded under this <b>CONTRACT</b> .
<b>COVERED REPAIR:</b>	Refers to a repair or replacement of any covered part approved by the <b>OBLIGOR</b> .
<b>DAY ONE COVERAGE OPTION:</b>	An option that when applied waives the standard waiting period of forty-five (45) days and 1,000 miles. This option is only available on vehicles with up to 125,000 miles at the time of sale.
<b>DECLARATION PAGE:</b>	The first page of this <b>CONTRACT</b> executed by <b>YOU</b> , which is part of this <b>CONTRACT</b> . It lists information regarding the <b>VEHICLE</b> to be covered, selected <b>CONTRACT</b> terms, and other vital information.
<b>DEDUCTIBLE:</b>	The amount shown on the <b>DECLARATION PAGE</b> that <b>YOU</b> are required to pay per repair visit towards the authorized amount for the repair or replacement of covered parts per <b>CLAIM</b> made.
<b>DISAPPEARING DEDUCTIBLE OPTION:</b>	An option that when applied results in no <b>DEDUCTIBLE</b> when <b>YOU</b> return <b>YOUR VEHICLE</b> to the seller for a <b>COVERED REPAIR</b> .
<b>LIENHOLDER:</b>	Refers to the entity (if any) that has made a loan to <b>YOU</b> to finance this <b>CONTRACT</b> .
<b>MECHANICAL BREAKDOWN:</b>	The inability of any covered part to perform the function for which it was designed due to defects in material or the original manufacturer's workmanship. <b>MECHANICAL BREAKDOWN</b> does not include the gradual reduction in operating performance where a failure has not occurred.
<b>OBLIGOR, WE, US or OUR:</b>	The entity identified on the <b>DECLARATION PAGE</b> obligated to perform under this <b>CONTRACT</b> .
<b>PLAN COVERAGE:</b>	The type of <b>COVERAGE</b> selected by <b>YOU</b> and agreed to by <b>US</b> as set forth under this <b>CONTRACT</b> on the <b>DECLARATION PAGE</b> .
<b>PLAN TERM:</b>	The term duration selected by <b>YOU</b> and agreed to by <b>US</b> as set forth under this <b>CONTRACT</b> on the <b>DECLARATION PAGE</b> .
<b>PRE-EXISTING:</b>	A condition that may reasonably be assumed to have existed prior to the sale date of this <b>CONTRACT</b> . <b>PRE-EXISTING</b> includes but is not limited to any part that was broken, worn beyond serviceable limits, or making noise at the time of purchase. Any part or system that was not functioning properly upon the first attempt to operate or upon first inspection is also considered <b>PRE-EXISTING</b> . All covered parts must be in good working order prior to sale for the <b>VEHICLE</b> to qualify for this <b>CONTRACT</b> . Failures or breakdowns resulting from <b>PRE-EXISTING</b> conditions are <b>YOUR</b> responsibility.
<b>REPAIR FACILITY:</b>	A licensed <b>REPAIR FACILITY</b> authorized by the <b>ADMINISTRATOR</b> to perform repair services under this <b>CONTRACT</b> .
<b>SPECIAL STATE DISCLOSURE:</b>	A part of this <b>CONTRACT</b> that may change some of the provisions of this <b>CONTRACT</b> in order to comply with the laws of the state where <b>YOU</b> purchased <b>YOUR CONTRACT</b> . Any changes listed in the <b>SPECIAL STATE DISCLOSURES</b> section supersede any contrary provision of this <b>CONTRACT</b> .
<b>VEHICLE:</b>	The <b>VEHICLE</b> described on the <b>DECLARATION PAGE</b> that is covered under this <b>CONTRACT</b> , regardless of whether or not the <b>VEHICLE</b> has been previously owned, sold, or titled.
<b>YOU, YOUR:</b>	The <b>CONTRACT</b> holder shown on the <b>DECLARATION PAGE</b> of this <b>CONTRACT</b> .

## PLAN COVERAGE

The bolded headings under the following **PLAN COVERAGE** sections (e.g., **TRANSMISSION & TRANSFER CASE, FUEL**) are inserted only as a matter of convenience and reference, and do not constitute a part thereof.

## POWERTRAIN

The following parts are covered.

**ENGINE AND COOLING:** All Internally lubricated parts including: balance shaft bearing, balance shaft bushing, balance shaft, cam followers, distributor drive gear, oil pump housing, rocker bushings, cylinder barrels, eccentric shaft, camshaft and bearings, lifters, rocker arms, rocker shaft, timing gears, timing chain, pistons, piston rings and pins, connecting rods and bearings, crankshaft and main bearings, oil pump, pump gears and pickup screen, push rods, intake and exhaust valves, valve guides, valve springs, valve locks, valve retainers, valve seals, valve seats. Water pump, harmonic balancer, exhaust manifolds, engine torque strut. The engine block, cylinder head, valve cover, timing cover and oil pan are only covered if damaged by an internally lubricated part of the engine.

**TRANSMISSION AND TRANSFER CASE:** All internally lubricated parts of the transmission, transaxle and transfer case including: bushings, main shaft washers, oil pump, output shaft, drive chain gears, drive chain, shift bushing, drum, planetaries, sun gear, shell, shafts, bearings, shift rails, forks, synchronizers. Flywheel, flexplate, torque converter, shift linkage, throttle position sensor. Transfer case, transmission and transaxle cases are only covered if damaged by an internally lubricated part of the transfer case, transmission or transaxle.

**TURBO or SUPERCHARGER:** All internally lubricated OEM parts of the turbo or supercharger. Turbo or supercharger case is only covered if damaged by an internally lubricated part of the turbo or supercharger.

## OPTIONAL COVERAGE

Options that when applied extend **COVERAGE** for factory installed Original Equipment Manufacturer (OEM) parts.

**AIR CONDITIONING:** Compressor, condenser, evaporator core.

**DRIVE AXLE:** All internally lubricated parts of the differential (both front and rear) including: bearings, bushings, oil pump, ring and pinion, washers. Universal joints, locking hubs.

**ELECTRICAL:** Alternator, starter motor, voltage regulator, horns, neutral safety switch, reverse indicator switch, turn signal switch, distributor, cruise control switches.

**FUEL:** Fuel pump, fuel injection pump, metal fuel delivery lines.

**SEALS & GASKETS:** Seals and gaskets of covered parts on **VEHICLES** with up to 125,000 miles at the time of sale. Minor loss of fluid or seepage is not considered a **MECHANICAL BREAKDOWN** and is not covered.

## ADDITIONAL BENEFITS

### 24 –HOUR ROADSIDE ASSISTANCE

For non-accident related roadside assistance including towing, jump starts, flat tire changes, fuel delivery, winching and lock out, PLEASE CALL:  
1-877-740-8782 FOR ASSISTANCE

#### 24-Hour Roadside Assistance Benefits

If **YOU** are in need of non-accident related emergency roadside assistance on **YOUR VEHICLE**, **YOU** must call the toll-free number 1-877-740-8782 for service. Only service requests provided through this number will be honored. Emergency roadside assistance services are not available in areas where state providers are exclusively utilized. The maximum amount payable per incident is \$50.00. If the cost of the service rendered exceeds \$50.00, **YOU** will be required to pay the difference at the time of service. The following benefits are available 24 hours a day, 365 days a year, anywhere in the United States of America or Canada:

#### Towing

#### Winching

#### Jump Starts

**Flat Tire Changes** – Utilizing **YOUR** Vehicle's inflated spare

**Fuel Delivery** – Up to a maximum of two (2) gallons of gasoline (**YOU** are responsible for cost of fuel)

**Lockout Service** – Key cutting/replacement is extra and must be paid when service is rendered

24-Hour Roadside Assistance Benefits are provided by United States Auto Club/Motoring Division (a Driven Solutions company). **YOU** are limited to no more than three (3) benefits in any twelve (12) month period.

## CONTRACT HOLDER OBLIGATIONS

In order for this **CONTRACT** to remain in force, and to avoid denial of a **CLAIM** because of improper maintenance, **YOU** are required to follow the **VEHICLE** manufacturer's required maintenance schedule. It is **YOUR** responsibility to have the engine oil and engine oil filter changed by a **REPAIR FACILITY** according to manufacturer's specifications as outlined in the **VEHICLE** owner's manual. The manufacturer's recommended service schedule will be considered the maximum allowable interval between maintenance services required by this **CONTRACT**. If the manufacturer of **YOUR VEHICLE** does not have a written maintenance schedule for oil changes, then the maximum allowable interval between oil changes must not exceed six (6) months or six thousand (6,000) miles. The severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual. In addition, **YOU** must maintain **YOUR VEHICLE** to the manufacturer's specifications as outlined in the **VEHICLE** owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a **CLAIM** (handwritten receipts will not be accepted). If **YOUR REPAIR FACILITY** is not capable of providing computer-generated receipts, it is **YOUR** responsibility to contact the **ADMINISTRATOR** with the following information on the day the service is completed: **REPAIR FACILITY** performing the service, services performed, date of service, and odometer reading. Handwritten receipts will not be accepted if the **ADMINISTRATOR** is not contacted at the time of the service. Note that some vehicle manufacturers require that the timing belt be changed at a specific interval.

**YOU** are responsible for authorizing and paying for any tear-down or diagnosis time needed to determine if the **VEHICLE** has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered breakdown, the **ADMINISTRATOR** will cover such diagnostic or tear-down charges per approved **CLAIM**, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to sixty-five dollars (\$65)). If the failure is not a covered breakdown, **YOU** are responsible for payment of such tear-down or diagnosis.

If a breakdown occurs, use all reasonable means to protect the **VEHICLE** from further damage whether or not there is **COVERAGE** under this **CONTRACT**. This may require **YOU** to stop the **VEHICLE**, turn off the engine, and have the **VEHICLE** towed. Have **YOUR** contract number ready before **YOU** contact the **ADMINISTRATOR**. Any payment of the costs of transporting the **VEHICLE** for service is provided under this **CONTRACT** exclusively pursuant to the terms and conditions of this **CONTRACT**. Continued operation of the **VEHICLE** after any mechanical failure will, in all cases, constitute a failure to protect the **VEHICLE**. There is no **COVERAGE** under this **CONTRACT** for **YOUR** failure to protect the **VEHICLE**. Failure to protect the **VEHICLE** is not limited to continued operation after mechanical failure. Other acts of neglect by **YOU** may constitute a failure to protect.

Contact the **ADMINISTRATOR** to verify if a contracted **REPAIR FACILITY** exists in **YOUR** area. If **WE** do not have a contracted **REPAIR FACILITY** in **YOUR** area, **YOU** will have the right to recommend a **REPAIR FACILITY**, which the **ADMINISTRATOR** will make every reasonable effort to honor. However, the **ADMINISTRATOR** reserves the right to select another **REPAIR FACILITY**, send in parts or send out an inspector to confirm an actual covered **MECHANICAL BREAKDOWN** if, in its sole judgment, the **ADMINISTRATOR** determines it is necessary under the circumstances. To assure **COVERAGE** under the terms of the service contract, an authorization code must be obtained from the **ADMINISTRATOR** prior to any repair. **YOU** are responsible for verifying that the **REPAIR FACILITY** has obtained an authorization code prior to any repairs. **YOU** are responsible for informing the **REPAIR FACILITY** of the terms and conditions of this **CONTRACT** before any repair work is performed.

In the event that **COVERAGE** is provided under this **CONTRACT**, **WE** will be subrogated to all the rights **YOU** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **YOU** will execute and deliver instruments and papers and do whatever is necessary to secure such rights. **YOU** will do nothing to prejudice those rights. Further, all amounts recovered by **YOU** for which **YOU** have received benefits under this **CONTRACT** will belong to and be paid to **US**, up to the amount of benefits paid under this **CONTRACT**. **YOU** hereby assign to **Us** any rights that **YOU** may have with respect to manufacturer warranties or recalls in relation to **COVERED REPAIRS** and agree to assist **ADMINISTRATOR** in relation to any such **CLAIMS**.

**YOU** are responsible for the transfer of this **CONTRACT** and payment of applicable transfer fees to retain all manufacturer warranties available on **YOUR VEHICLE**. Failure to transfer the manufacturer warranties can result in nonpayment of **YOUR CLAIM** where the manufacturer warranties would normally be in effect if the transfer had been made. **COVERAGE** begins at the end of the manufacturer warranties.

## WHAT IS NOT COVERED

1. Any part not listed in the **PLAN COVERAGE** **YOU** selected.
2. Any damage to the transmission resulting from failures including, but not limited to, transmission coolers (even if internal to the radiator), sensors, solenoids, electronic failures of the valve body.
3. **PRE-EXISTING CONDITIONS ARE NOT COVERED BY THIS CONTRACT.**
4. Repair costs or expenses if the odometer of the **VEHICLE** breaks or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected or altered in any way.
5. Incidental or consequential damages or loss caused by a breakdown of parts (or otherwise) including, but not limited to, property damage, personal injury, inconvenience, and loss of **VEHICLE** use. Punitive damages. Covered parts when damage is caused by non-covered parts. Non-covered parts even when damage is caused by covered parts.
6. Repairs or losses covered by manufacturer warranties, manufacturer recalls, and factory service bulletins. This **CONTRACT** is inclusive of manufacturer warranties. Any warranty on parts, labor or both from any party other than the **OBLIGOR** supersedes this **CONTRACT**. If the **VEHICLE** or specific part on the **VEHICLE** has a warranty, **YOU** are responsible for seeking **COVERAGE** from the entity that provides the warranty. **YOU** are then subject to the terms and conditions of that warranty. The **OBLIGOR** has no liability for that repair or any costs or inconvenience associated with that repair.
7. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, road debris, foreign objects, misuse, negligence, exposure to the elements, alterations, lift kits, tire modifications, racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.

8. Repairs required due to lack of proper and responsible maintenance, improper towing, failure to protect the VEHICLE or continued operation of an impaired VEHICLE that shows signs of a clear mechanical problem.
9. Repairs required due to overheating, regardless of the cause of overheating, repairs related to fluid intermix, or repairs required due to improper quantity or quality of fluids, regardless of the cause of the improper quantity or quality of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, Freon, power steering fluid, or axle grease. Repairs resulting from rust, carbon deposits, sludge, corrosion or water intrusion.
10. Covered parts that are still performing the function for which they were designed.
11. Repairs to correct loss of compression or oil consumption related to worn, burnt, collapsed or carboned piston rings or valve parts.
12. Damage caused by failure to maintain the VEHICLE to the standards of the manufacturer. This includes, but is not limited to, failures resulting from aftermarket modifications or alterations. Examples include, but are not limited to, suspension, lift kits, tire modifications, superchargers, nitrous oxide kits, GPS systems, lighting accessories, stereo systems, headers, altered ignition system, altered engine management system, free flow exhaust system, regardless if VEHICLE was purchased with such.
13. Manual transmission CLAIMS will not be covered if, at the time of failure, the clutch parts are worn to the extent that replacement is required.
14. Repair work performed without the authorization of the ADMINISTRATOR.
15. Any normal maintenance parts replacement or service including, but not limited to, tune-ups, carburetor adjustments, oil changes, chassis lubrication, flushes, engine adjustments, fuel system cleaning, spark plugs and wires, glow plugs. Damage caused by torn constant velocity joint boots, or any other protective type boot on any part.
16. UNLESS THE DAY ONE COVERAGE OPTION WAS SELECTED, THERE IS NO COVERAGE OR ROADSIDE ASSISTANCE DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES FROM THE PURCHASE DATE OF THIS CONTRACT. FORTY-FIVE (45) DAYS AND 1000 MILES WILL BE ADDED TO THE TERM OF THE CONTRACT FOR SUCH VEHICLES NOT COVERED DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES AFTER THE PURCHASE DATE.

#### CANCELLATION

YOU may cancel this CONTRACT by first notifying the seller where the CONTRACT was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement, along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to the ADMINISTRATOR. Cancellation requests with incomplete information will not be processed. If YOU cancel this CONTRACT within the first thirty (30) days, YOU will be refunded the entire purchase price, less any CLAIMS paid. If this CONTRACT is canceled after the first thirty (30) days, YOU will be refunded the unearned purchase price 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 any CLAIMS paid and an administration fee of fifty dollars (\$50).

If the VEHICLE or this CONTRACT has been financed, the LIENHOLDER shown on the DECLARATION PAGE may cancel this CONTRACT for nonpayment or if the VEHICLE is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this CONTRACT to the LIENHOLDER or otherwise entitle the LIENHOLDER to performance under this CONTRACT. In the event that the cost of this CONTRACT is part of a retail sales contract, then the lender of said sales contract will be the sole payee of any refund check. In the case of a total loss or repossession, the LIENHOLDER will be the sole payee of any refund check.

WE may cancel this CONTRACT based on one or more of the following reasons: (A) nonpayment of the CONTRACT purchase price by YOU; (B) a material misrepresentation made by YOU; or (C) a substantial breach of duties by YOU relating to the VEHICLE or its use. If this CONTRACT is canceled by US, the refund will be the unearned 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 any CLAIMS paid and an administration fee of fifty dollars (\$50). YOUR state may differ; see the SPECIAL STATE DISCLOSURES section.

#### LIMITS OF LIABILITY

The aggregate total of all pending and paid CLAIMS shall not exceed the NADA trade-in value according to the VEHICLE condition at the time of repair. The limit of liability per covered component is as follows: Engine and Turbo - \$3,500, Transmission - \$2,500, Transfer Case - \$2,500, Drive Axle - \$1500, Air Conditioning - \$750, Electrical - \$750, Fuel - \$750. Drive Axle, Air Conditioning, Electrical and Fuel coverage is only provided if the applicable option has been applied and paid for.

**\$6,000 Aggregate Limit Option:** An option that when applied means that the component-specific limits listed in the previous paragraph do not apply. OUR limits of liability with this option applied are as follows: The aggregate total of all pending and paid CLAIMS cannot exceed \$6,000 or the NADA Retail Value of the covered VEHICLE at the time of loss, whichever is less.

The limits of OUR liability will be the lesser of the reasonable cost to repair or replace any part with another of like kind and quality, less DEDUCTIBLE. Reasonable costs are defined as charges for the repair or replacement of parts covered under this CONTRACT at prevailing retail labor rates, using parts of like kind and quality, which may include serviceable used parts, rebuilt parts, aftermarket parts or remanufactured parts, as customarily used in the automobile industry and as determined by the ADMINISTRATOR. It is expressly understood that replacement parts NEED NOT BE NEW. Reasonable costs are also limited to charges necessary to correct the actual cause of a covered MECHANICAL BREAKDOWN. Repair costs not necessary to correct the covered MECHANICAL BREAKDOWN, but which are recommended as part of the overall repair are considered "Betterment" and will not be covered. Charges must not exceed the manufacturer's published parts pricelist as suggested, and the labor hours must not exceed the published industry standard times to repair or replace the covered part(s) according to ALLDATA® software. All covered parts must be factory installed Original Equipment Manufacturer (OEM) parts.

#### INELIGIBLE VEHICLES

Ineligible vehicles include but are not limited to: Acura NSX; Alfa Romeo; Aston Martin; Audi R, RS, S-series; Bentley; BMW 8, Alpina, M-series, Z8; Cadillac Catera, HT 4100, V-series, XLR; Chevrolet Corvette GS Z06, Z06, ZR1, SS, SSR; Chrysler Prowler, SRT8 and higher; Daewoo; Diahatsu; Delorean; Dodge Sprinter, SRT8 and higher, Stealth, Viper; Ferrari; Fisker; Ford Cobra, GT, Saleen, SVT; GMC Typhoon; Hummer H1; Jaguar XJ, XK; Jeep SRT; Jensen; Lamborghini; Lancia; Land Rover Range Rover; Lincoln Blackwood; Lotus; Maserati; Mazda RX8, Mercedes AMG, CL, CLS, G/GL, S/SL; Merkur; MG; Mitsubishi 3000 GT, Lancer Evo; Nissan 300ZX, GTR; Peugeot; Porsche; Renault; Rolls Royce; Saleen; Spyker; Sterling; Subaru WRX STI; Tesla, Triumph; Volkswagen Phaeton, Touareg; any vehicle equipped with a 12 cylinder engine or larger; any vehicles equipped with the following engines: Cadillac 4100, Cadillac Northstar, rotary, W8, Chrysler 2.7, Dodge 2.7, Audi 2.7, Volkswagen 2.7. Also ineligible: any exotic car, any vehicle that does not qualify under OUR guidelines, electric vehicles, flat beds, grey market cars, livery vehicles, mileage unknown, any modified vehicle, any vehicle equipped with dual rear axles, any vehicle exceeding one ton, any vehicle with a snow plow, any vehicle with oversized tires, undersized tires, any vehicle with a salvage title, rebuilt title or junk title, any manufacturer buyback, any vehicle used for commercial purposes (unless applicable option is applied), taxis, buses, limousines, fleet vehicles, city and state owned vehicles.

#### TRANSFER

Upon the sale of the VEHICLE by the original CONTRACT holder of this CONTRACT, this CONTRACT may be assigned to a new purchaser of the VEHICLE (only private parties) only after a written request including the new purchaser's name, address and phone number and all maintenance records performed on the VEHICLE from time of original CONTRACT purchase date are sent to and approved by the ADMINISTRATOR, along with an assignment fee of one hundred dollars (\$100) paid to Alpha Warranty Services, Inc. in advance of the assignment. Once transferred, the CONTRACT is non-refundable.

#### ARBITRATION PROVISION

**Read the following arbitration provision carefully. It limits certain rights, including YOUR right to obtain relief or damages through court action.**

To begin Arbitration, either **YOU** or **WE** must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **CLAIM** is filed. **YOU** may get a copy of the AAA Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). **YOU** are responsible to pay all of **YOUR** fees required under the Rules. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. **You agree and understand that this arbitration provision means that You give up Your right to go to court on any CLAIM covered by this provision.** **YOU** also agree that any arbitration proceeding will only consider **YOUR CLAIMS. CLAIMS** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR CLAIMS**. Please refer to the **SPECIAL STATE DISCLOSURES** section of this **CONTRACT** for any added requirements in **YOUR** state. If **WE** agree to waive arbitration or in the event this Arbitration provision is not approved by the appropriate state regulatory agency, or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

#### **INSURANCE**

**OUR** obligations under this **CONTRACT** are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If **WE** fail to perform or make payment under the terms of the **CONTRACT** within sixty (60) days after **YOU** request performance or payment, **YOU** may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

## SPECIAL STATE DISCLOSURES

The following state specific requirements are added to and become part of **YOUR CONTRACT** and supersede any other provision to the contrary:

**Alabama:** The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

Paragraph 3 of the "Cancellation" section is amended to include the following: A cancellation notice stating the reasons and effective date of cancellation will be mailed to **YOUR** last known address at least five (5) days prior to cancellation for any reason other than nonpayment of the purchase price or material misrepresentation.

Paragraphs 1 and 3 of the "Cancellation" section are also amended by changing all references to the administration fee of fifty dollars (\$50) to twenty-five dollars (\$25). No **CLAIM** incurred or paid will be deducted from the amount of any refund.

**Alaska:** The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first thirty (30) calendar days. This provision applies only to the original purchaser.

Paragraph 1 of the "Cancellation" section are also amended by changing the administration fee of fifty dollars (\$50) to seven and a half percent (7.5%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less.

Paragraph 3 of the "Cancellation" section is deleted and replaced with the following:

**WE** may cancel this **CONTRACT** based on one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price by **YOU**; (B) **YOUR** conviction of a crime having as one of its necessary elements an act increasing a hazard covered; (C) a discovery of fraud or material misrepresentation made by **YOU** or **YOUR** representative in obtaining the **CONTRACT** or by **YOU** in pursuing a **CLAIM** under the **CONTRACT**; (D) discovery of a grossly negligent act or omission by **YOU** that substantially increases the hazards covered by the **CONTRACT**; (E) physical changes in the **VEHICLE** covered by the **CONTRACT** that result in the **VEHICLE** becoming ineligible for **COVERAGE** under the **CONTRACT**; or (F) a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is cancelled by **US**, the refund will be the unearned 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 any **CLAIMS** paid. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT**. A written notice will be mailed to **YOUR** last known address for any reason of cancellation other than nonpayment of the **CONTRACT** purchase price, or fraud or material misrepresentation made by **YOU** in obtaining the **CONTRACT** or in pursuing a **CLAIM** under the **CONTRACT**. The notice shall state the effective date and the reason for cancellation at least five days (5) days prior to the date of cancellation.

**Arizona:** Under the "What is not Covered" section, the following paragraphs are deleted and replaced with the following:

4. Any loss when the **VEHICLE'S** odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by **YOU**.
7. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, road debris, foreign objects, misuse, negligence, exposure, alterations, lift kits, oversized tires, racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance, while owned by **YOU**.

The section entitled "What is not Covered" item 3 is deleted in its entirety.

The section entitled "Cancellation" is amended by adding the following:

1. **CLAIMS** incurred or paid will not be deducted from **YOUR** refund.
2. **WE** will not cancel or void **YOUR CONTRACT** due to:
  - a. acts or omissions by **US**, **OUR** assignees or subcontractors or **OUR** failure to provide correct information or **OUR** failure to perform the services or repairs in a timely, competent workmanlike manner;
  - b. **PRE-EXISTING** conditions;
  - c. prior use or unlawful acts relating to the product;
  - d. misrepresentation by **US**;
  - e. ineligibility for the program including grey market, high performance and GM diesel autos. Grey Market is defined as an imported motor vehicle which has not been certified for all safety, emissions and other federal and state standards prior to the arrival of the **VEHICLE** into the United States.

The "Arbitration Provision" section of this **CONTRACT** is amended to include the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices 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. 44<sup>th</sup> Street, 2<sup>nd</sup> Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. **YOU** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved **SERVICE CONTRACT** under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll-free phone number 1-800-325-2548.

**California:** The "Terms and Conditions" on the **DECLARATION PAGE** of this **CONTRACT** is amended to include the following: The California Provider License Number for Alpha Warranty Services, Inc. is **0H58290**.

The term **ADMINISTRATOR** as referred to throughout page 1 of the Declaration Page only is deleted and replaced with "**WE**", "**US**", and "**OUR**" as defined within the **CONTRACT**.

The following are deleted and replaced on the **DECLARATION PAGE**: **WE** will cover one (1) day of rental for the first four (4) hours of covered labor and one (1) day of rental for every eight (8) hours of covered labor thereafter (as defined in the ALLDATA<sup>®</sup> software). The **VEHICLE** must be retained overnight at the **REPAIR FACILITY** in order to qualify for rental coverage. Downtime waiting for parts or scheduling for service is not included. **YOU** will be reimbursed up to thirty-five dollars (\$35) per day. The total rental coverage cannot exceed five (5) days, or one hundred seventy-five dollars (\$175). Receipts will only be accepted from licensed rental car agencies.

Subject to the terms and conditions set forth in this **CONTRACT**, **WE** agree to pay for the replacement or repair of parts as per the selected Plan **COVERAGE** set forth above, if those parts suffer a **MECHANICAL BREAKDOWN**. Under no circumstances will **WE** be liable to **YOU** or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of contract, or otherwise including, but not limited to, time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, poor workmanship, misdiagnosis, or seller's misrepresentation. Any misrepresentations from **YOU** will void this **CONTRACT**. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to **YOU**. This **CONTRACT** gives **YOU** specific legal rights, and **YOU** may also have other rights that vary from state to state. **THIS IS NOT AN INSURANCE POLICY**. Purchase of this **CONTRACT** is not required in order to purchase or obtain financing for this **VEHICLE**. Any modification, alteration, or change to the preprinted terms and conditions of this **CONTRACT** is invalid and of no force or effect. This **CONTRACT** contains an arbitration provision which may affect **YOUR** legal rights, unless **YOU** live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the **SPECIAL STATE DISCLOSURE** section for **YOUR** specific state (if **YOUR** state is included) to determine if **YOUR** legal rights are affected.

The "Definitions" section is amended by deleting and replacing the following: **REPAIR FACILITY:** Any licensed **REPAIR FACILITY** authorized by the **ADMINISTRATOR** to perform repair services under this **CONTRACT**.

Paragraph 1 of the "Contract Holder Obligations" section is deleted and replaced with the following:

To obtain the benefits provided under this **CONTRACT**, it is **YOUR** responsibility to have the engine oil and engine oil filter changed by a licensed service/**REPAIR FACILITY** according to manufacturer's specifications as outlined in the **VEHICLE** owner's manual. The manufacturer's recommended service schedule will be considered the maximum allowable interval between maintenance services required by this **CONTRACT**. If the manufacturer of **YOUR VEHICLE** does not have a written maintenance schedule for oil changes, then the maximum allowable interval between oil changes must not exceed six (6) months or six thousand (6,000) miles. In addition, **You** must maintain and service all other covered parts (transmission flushes, lubrication, software updates and reprogramming, timing belt, timing chain, filters, etc.) according to the manufacturer's recommended specifications. Severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs may be required in the event of a claim (handwritten receipts will not be accepted). If **YOUR REPAIR FACILITY** is not capable of providing computer-generated receipts, it is **YOUR** responsibility to contact the **ADMINISTRATOR** with the following information on the day the service is completed: **REPAIR FACILITY** performing the service, services performed, date of service, and odometer reading. Handwritten receipts will not be accepted if the **ADMINISTRATOR** is not contacted at the time of the service.

Paragraph 2 of the "Contract Holder Obligations" section is deleted and replaced with the following:

**You** are responsible for authorizing and paying for any tear-down or diagnosis time needed to determine if the **Vehicle** has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered breakdown, **WE** will cover such diagnostic and/or tear-down charges per approved Claim, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to sixty-five dollars (\$65)). If the failure is not a covered breakdown, **You** are responsible for payment of such tear-down or diagnosis.

Paragraph 3 of the "Contract Holder Obligations" section is deleted and replaced with the following:

When a **MECHANICAL BREAKDOWN** occurs, **YOU** will protect the **VEHICLE**, whether or not such **MECHANICAL BREAKDOWN** is covered by this **CONTRACT**. Any further damage to covered or non-covered parts of the **VEHICLE**, due to **YOUR** failure to protect, will not be recoverable under this **CONTRACT**. Continued operation of the **VEHICLE** after any mechanical failure will, in all cases, constitute a failure to protect the **VEHICLE**. Failure to protect the **VEHICLE** is not limited to continued operation after mechanical failure. Other acts of neglect by **YOU** may constitute a failure to protect. Regular maintenance service as recommended by the **VEHICLE** manufacturer is a condition of this **CONTRACT**.

Paragraph 5 of the "Contract Holder Obligations" section is deleted and replaced with the following: **Subrogation Provision:** In the event that **COVERAGE** is provided under this **CONTRACT**, **WE** shall be subrogated to all the rights **YOU** may have to recover against a person or organization arising out of a safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of an order, judgment, consent decree, or other settlement, and **YOU** shall do what is reasonably necessary to secure such rights (and is without prejudice to **YOUR** own legal rights and privileges). **YOU** shall do nothing to prejudice those rights. Further, all amounts recovered by **YOU** for which **YOU** have received benefits under this **CONTRACT** shall belong to, and be paid to **US**, up to the amount of benefits paid under this **CONTRACT**. Despite the foregoing, **WE** will not require you to appear to testify in another jurisdiction or unduly burden **YOU** with additional subrogation duties beyond what is reasonably necessary.

Under the **WHAT IS NOT COVERED** section, number 15 is deleted and replaced with the following: **15. Any normal maintenance parts replacement or service including, but not limited to: tune-ups, carburetor adjustments, oil changes, chassis lubrication, engine adjustments, fuel system cleaning, cooling system cleaning, removing sludge or carbon deposits, repairs related to fluid contamination (means unintended presence or introduction of contaminants), spark plugs and wires, glow plugs. Damage caused by torn constant velocity joint boots, or any other protective-type boot on any part.**

The **LIMITS OF LIABILITY** section, paragraph 1 is deleted and replaced with the following: **A+ Coverage and A+ Enhanced Coverage:** The aggregate total of all pending and paid **CLAIMS** shall not exceed the NADA retail value according to **VEHICLE** condition of the covered **VEHICLE** immediately prior to the **MECHANICAL BREAKDOWN**.

The "Cancellation" section is amended with the following:

Paragraph 1 is amended to include the following if the **CONTRACT** has the **DAY ONE COVERAGE OPTION:** If **YOU** cancel this **CONTRACT** within the first sixty (60) days, **YOU** will be refunded the entire purchase price less any **CLAIMS** paid. No administration fee will be assessed during the first sixty (60) days. If this **CONTRACT** is canceled after the first sixty (60) days or if a **CLAIM** has been made, **YOU** will be refunded the purchase price calculated on a pro rata basis. The refund will be 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 any **CLAIMS** paid and less an administration fee of ten percent (10%) of the **CONTRACT** purchase price or twenty-five dollars (\$25), whichever is less.

The following is added to **YOUR CONTRACT ONLY IF** your **CONTRACT** does NOT have **DAY ONE COVERAGE OPTION** (i.e., if there is not day one coverage): The timing of Paragraph 1 of the "Cancellation" section begins at the end of the 45 day or 1000 mile waiting period. If **YOU** cancel this **CONTRACT** within the first thirty (30) days following the waiting period, **YOU** will be refunded the entire purchase price less any **CLAIMS** paid. No administration fee will be assessed during the first thirty (30) days following the waiting period. If this **CONTRACT** is canceled after the first thirty (30) days following the waiting period or if a **CLAIM** has been made, **YOU** will be refunded the purchase price calculated on a pro rata basis. The refund will be 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 any **CLAIMS** paid and less an administration fee of ten percent (10%) of the **CONTRACT** purchase price or twenty-five dollars (\$25), whichever is less.

Paragraph 2 of the "Cancellation" section is deleted and replaced with the following: If the **CONTRACT** has been financed, the **LIENHOLDER** shown on the **DECLARATION PAGE** contract will be named on any refund check.

Paragraph 3 is deleted and replaced with the following: **WE** may cancel this **CONTRACT** within the first sixty (60) days for any reason by sending **YOU** a notice of cancellation postmarked before the sixty-first (61<sup>st</sup>) day after the date the **CONTRACT** was sold which states the specific grounds for cancellation. The **CONTRACT** ceases to be valid no less than five (5) days after the postmark date of the notice. **WE** will provide to **YOU** a refund equal to the full purchase price of the **CONTRACT** within thirty (30) days from the date of cancellation. However, if **WE** have paid a **CLAIM** or advised **YOU** in writing that **WE** will pay a **CLAIM** the refund will be calculated on a pro rata basis. The pro rata refund will be 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. After 60 days **WE** may cancel this **CONTRACT** only for one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price; or (B) a material misrepresentation made by **YOU**. If **WE** cancel this **CONTRACT** the refund will be the unearned purchase price calculated on a pro rata basis and paid to **YOU** within thirty (30) days from the date of cancellation. The refund will be 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. A notice of cancellation stating the basis for the cancellation will be mailed to **YOU** at **YOUR** last known address, as provided by **YOU**, no less than five (5) days prior to the effective date of cancellation. **WE** will remain liable for any **CLAIMS** covered by this **CONTRACT** and reported to **US**, prior to the effective date of cancellation. This right only applies to the original purchaser of this **CONTRACT**.

The "Arbitration Provision" section is deleted in its entirety.

The "Insurance" section is deleted and replaced with the following: Performance to **YOU** under this **CONTRACT** is guaranteed by a California approved insurance company. **YOU** may file a **CLAIM** with this insurance company if any promise made in the **CONTRACT** has been denied or has not been honored within sixty (60) days after **YOUR** request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive; Miami, FL, 33157, 1-866-306-6694. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357.

The following is added to **YOUR CONTRACT:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357.

The following is added to **YOUR CONTRACT ONLY** IF your **CONTRACT** contains a 45 day or 1000 mile waiting period (i.e, if there is not day one coverage): **THERE IS NO COVERAGE OR ROADSIDE ASSISTANCE DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES FROM THE PURCHASE DATE OF THIS CONTRACT. FORTY-FIVE (45) DAYS AND 1000 MILES WILL BE ADDED TO THE TERM OF THE CONTRACT FOR SUCH VEHICLES NOT COVERED DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES AFTER THE PURCHASE DATE.**

**Colorado:** The section titled "Insurance" is deleted and replaced with the following: **OUR** obligations under this **CONTRACT** are insured by **American Bankers Insurance Company of Florida**, Policy number **SFM-5555-CO-1, 11222 Quail Roost Drive, Miami, FL 33157-6596**. If **WE** fail to perform or make payment under the terms of the **CONTRACT** within sixty (60) days after **YOU** request performance or payment, **YOU** may apply directly to **American Bankers Insurance Company of Florida**. Please call **1-866-306-6694** for instructions.

**Connecticut:** The "Arbitration Provision" section is amended to include the following: **RESOLUTION OF DISPUTES:** If **WE** are unable to resolve any disputes with **YOU** regarding this **CONTRACT**, **YOU** may file a written complaint with the 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 price of the item subject to the **CONTRACT**, the cost of repair of the item, and a copy of the **CONTRACT**.

Under the "Additional Benefits" section, Towing is amended to include the following: Any amount over the one hundred dollars (\$100) would be paid for by **YOU**.

Under the "Contract Holder Obligations" section, the following is added: If the **VEHICLE** is in a **REPAIR FACILITY** at the time of the **CONTRACT'S** expiration, the expiration date will automatically be extended until the repair is complete.

The section titled "Cancellation" is amended by adding the following: **YOU** may cancel this **CONTRACT** if the **VEHICLE** is sold, lost, stolen, or destroyed.

The following is added to **YOUR CONTRACT**:

The full legal and business name and address of the **OBLIGOR** under this **CONTRACT** is Alpha Warranty Services, Inc. PO Box 580 Riverton, UT 84065. The **OBLIGOR** is obligated to perform its obligations under this **CONTRACT**. Repair services must be performed by a licensed **REPAIR FACILITY** authorized by the **ADMINISTRATOR**. A step by step explanation of the procedure that **YOU** and the **REPAIR FACILITY** must follow in order to obtain performance under this **CONTRACT** are as follows:

#### **A. INSTRUCTIONS FOR YOU:**

- 1. Prevent Further Damage by taking immediate action.** This may require **YOU** to stop the **VEHICLE**, turn off the engine, and have the **VEHICLE** towed.
- 2. Contact the ADMINISTRATOR to verify if a contracted REPAIR FACILITY exists in YOUR area.** If **WE** do not have a contracted **REPAIR FACILITY** in **YOUR** area, **YOU** will have the right to recommend a **REPAIR FACILITY**, which the **ADMINISTRATOR** will make every reasonable effort to honor. However, the **ADMINISTRATOR** reserves the right to select another **REPAIR FACILITY**, send in parts or send out an inspector to confirm an actual covered **MECHANICAL BREAKDOWN** if, in its sole judgment, the **ADMINISTRATOR** determines it is necessary under the circumstances.
- 3. Authorize Repair.** To assure **COVERAGE** under the terms of the service contract, an authorization code must be obtained from the **ADMINISTRATOR** prior to any repair. **YOU** are responsible for verifying that the **REPAIR FACILITY** has obtained an authorization code prior to any repairs. **YOU** are responsible for informing the **REPAIR FACILITY** of the terms and conditions of this **CONTRACT** before any repair work is performed.
- 4. Pay DEDUCTIBLE and Costs for Non-Covered Repairs.** **WE** will reimburse the **REPAIR FACILITY** or **YOU** for the cost of the work performed on the **VEHICLE** that is covered by this **CONTRACT** for the authorized amount, less the **DEDUCTIBLE** (if any). **YOU** must pay for any repair or service that is not covered by this **CONTRACT**. **WE** will pay the **REPAIR FACILITY** on **YOUR** behalf for a **COVERED REPAIR**. In some cases, it may be necessary for **YOU** to pay the repair bill in full. In such event, **WE** will reimburse **YOU** for the authorized cost of the repair, less any applicable **DEDUCTIBLE**.
- 5.** If an emergency occurs which requires a **MECHANICAL BREAKDOWN** repair to be made at a time when the **ADMINISTRATOR'S** office is closed and prior authorization for the repair cannot be obtained, the **REPAIR FACILITY** should follow the **CLAIMS** procedures below and contact the **ADMINISTRATOR** for **CLAIMS** instructions during normal business hours immediately following the emergency repair.

#### **B. INSTRUCTIONS FOR THE REPAIR FACILITY:**

- 1. First obtain Prior Authorization from the ADMINISTRATOR.** Prior to any repair being made, the **REPAIR FACILITY** must contact the **ADMINISTRATOR** to obtain authorization for the **CLAIM**. Failure to obtain proper authorization may result in a denial. The amount authorized by the **ADMINISTRATOR** is the maximum that will be paid for the repairs covered under the terms of this **CONTRACT**. For authorization, please call the **ADMINISTRATOR'S CLAIMS** number at 1.800.662.5519.
- 2. Tear-Down and/or Inspection of the VEHICLE.** In some cases, the **VEHICLE** may need to be inspected and torn-down in order to diagnose the failure and the cost of the repair. In such event, please obtain signed authorization from the **CONTRACT** holder and provide authorization to the **ADMINISTRATOR**. The **CONTRACT** holder will be responsible for all charges if the failure is not covered under this **CONTRACT**. **WE** reserve the right to require an inspection of the **VEHICLE** prior to any repair being performed.
- 3. Submit Repair Orders for Payment.** Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the **ADMINISTRATOR** within sixty (60) days from the date the covered repair was completed to be eligible for payment. The documentation must include the following: current odometer mileage; **CONTRACT** number; complaint, cause of failure and corrective action; cost of the repair; the last six (6) digits of the VIN; **REPAIR FACILITY'S** phone number and **CONTRACT** holder's signature.

**Georgia:** The following sentences are amended on the **DECLARATION PAGE:** Under no circumstances will the **OBLIGOR** be liable to **YOU** or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of contract, or otherwise including, but not limited to, time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, or poor workmanship. Any material misrepresentations from **YOU** will result in denial of **COVERAGE** and the cancellation of this **CONTRACT**.

The "Terms and Conditions" section on the Declarations page of this **CONTRACT** is amended by deleting the following: This **VEHICLE SERVICE CONTRACT** is effective as of the date and time it is received by the **ADMINISTRATOR** on the condition that the completed and executed **VEHICLE SERVICE CONTRACT** with payment by financing, cash, credit card, or check is postmarked within five (5) days of the purchase date.

Under the "What is not Covered" section, the following paragraphs are deleted and replaced with the following:

- 3. PRE-EXISTING conditions are not covered by this CONTRACT, if known by YOU.**
- 4. Any loss when the VEHICLE'S odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by YOU.**
- 7. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, road debris, foreign objects, misuse, negligence, exposure, alterations made by YOU or with YOUR knowledge, lift kits and oversized tires, racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.**
- 8. Repairs required due to lack of proper and responsible maintenance, abuse through improper towing, and abuse through continued operation of an impaired VEHICLE that shows signs of a clear mechanical problem.**
- 9. Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to improper quantity or quality of fluids, regardless of the cause of the improper quantity or quality of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, Freon, power steering fluid, or axle grease. Repairs resulting from rust, corrosion or water intrusion.**
- 12. No COVERAGE will be granted under this Contract for any damage caused by failure to maintain the VEHICLE to the standards of the manufacturer. This includes, but is not limited to failures resulting from aftermarket modifications, made by YOU or with YOUR knowledge. Examples include, but are not limited to, suspension LIFT KITS, superchargers, nitrous oxide kits, GPS systems, lighting accessories, stereo systems.**
- 16. UNLESS THE DAY ONE COVERAGE OPTION WAS SELECTED, THERE IS NO COVERAGE OR ROADSIDE ASSISTANCE DURING THE FIRST THIRTY (30) DAYS AND THE FIRST 1000 MILES FROM THE PURCHASE DATE OF THIS CONTRACT. THIRTY (30) DAYS AND 1000 MILES WILL BE ADDED TO THE TERM OF THE CONTRACT FOR SUCH VEHICLES NOT COVERED DURING THE FIRST THIRTY (30) DAYS AND THE FIRST 1000 MILES AFTER THE PURCHASE DATE.**

The "Cancellation" section is amended to include the following:

Paragraphs 1 is amended to include the following: No **CLAIM** incurred or paid will be deducted from the amount of any refund.



Paragraphs 1 is amended by changing all references to the administration fee of fifty dollars (\$50) to an administration fee of ten percent (10%) of the unearned pro-rata refund amount or fifty dollars (\$50), whichever is less.

Paragraph 2 is deleted and replaced with the following: 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. Cancellation will be in accordance with O.C.G.A. 33-24-44.

Paragraph 3 is deleted and replaced with the following: **WE** may cancel this **CONTRACT** based on one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price by **YOU**; (B) fraud or a material misrepresentation made by **YOU**. If this **CONTRACT** is cancelled by **US**, the refund will be the unearned 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. If **WE** cancel this **CONTRACT** due to nonpayment of the **CONTRACT** purchase price, a written notice of cancellation will be mailed to **YOU** at least ten (10) days prior to the effective date of cancellation. If **WE** cancel for any other reason, a written notice of cancellation will be mailed to **YOU** at least thirty (30) days prior to the effective date of cancellation.

The section titled "Arbitration Provision" is deleted in its entirety.

The **DEFINITIONS** section is amended by deleting and replacing the following: **DAY ONE COVERAGE**: An option that when applied waives the standard waiting period of thirty (30) days and 1,000 miles. This option is only available on **VEHICLES** with up to 125,000 miles at the time of sale.

**Hawaii**: The "Cancellation" section, paragraph 1 is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first thirty (30) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within twenty (20) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

**Idaho**: The following is added to **YOUR CONTRACT**: **COVERAGE** afforded under this **CONTRACT** is not guaranteed by the Idaho Insurance Guarantee Association.

**Illinois**: The "Cancellation" section is amended with the following:

Paragraphs 1 and 3 of the "Cancellation" section are also amended by changing all references to the administration fee of fifty dollars (\$50) to ten percent (10%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less.

The following is added to **YOUR CONTRACT**: The **OBLIGOR** is the party responsible for honoring cancellation requests.

**Indiana**: The following is added to **YOUR CONTRACT**: Proof of payment to the issuing dealer will be considered proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures **OUR** obligations.

The following is added to **YOUR CONTRACT**: This **CONTRACT** is not an insurance policy and is not subject to Indiana insurance law.

Under the "What is not Covered" section, the following paragraph is deleted and replaced with the following:

3. **PRE-EXISTING** conditions are not covered by this **CONTRACT**, if known by **YOU**.

The "Arbitration Provision" section of this **CONTRACT** is amended to include the following: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where **YOU** reside.

**Iowa**: The following is added to **YOUR CONTRACT**: The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4<sup>th</sup> Floor, Des Moines, Iowa 50309-3738.

The "Cancellation section, paragraph 1 is amended to include the following: **YOU** will be mailed written notice of cancellation within fifteen (15) days of the date of cancellation.

**Kansas**: The following is added to **YOUR CONTRACT**: consequential damages are excluded only if caused by the failure of service, repair, replacement or maintenance rendered under this **CONTRACT**.

**Louisiana**: The section titled "Cancellation" is amended by deleting any reference to the deduction of **CLAIMS** from the cancellation refund.

The section titled "Arbitration Provision" is deleted in its entirety.

**Maine**: The following is added to **YOUR CONTRACT**: **YOU** have the right to return or void this **CONTRACT**. **YOU** may return the **CONTRACT** within twenty (20) calendar days after the date **WE** mail a copy of the **CONTRACT** to **YOU** or within ten (10) days if it is provided to **YOU** at the time of sale. If **YOU** return this **CONTRACT** within the applicable time period and no **CLAIMS** have been filed, the **CONTRACT** will be void and **WE** will refund the entire **CONTRACT** purchase price within forty-five (45) days. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to **US**. This provision applies only to the original purchaser.

The following is added to **YOUR CONTRACT**: This **CONTRACT** is not subject to regulation as an insurance **CONTRACT**.

The section titled "Cancellation" is amended as follows:

Paragraph 1 of the "Cancellation" section is amended to include the following: If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **YOU** will be refunded the entire purchase price, less any **CLAIMS** paid. If this **CONTRACT** is canceled after the first thirty (30) days or a **CLAIM** has been filed, **YOU** will be refunded one hundred percent (100%) of the pro rata unearned **CONTRACT** purchase price, less any **CLAIMS** paid or pending payment. An administrative fee, not to exceed ten percent (10%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less will be deducted.

Paragraph 3 is amended to include the following: If **WE** cancel this **CONTRACT** for a reason other than nonpayment of the **CONTRACT** purchase price, the refund will be one hundred percent (100%) of the unearned pro rata **CONTRACT** purchase price less any **CLAIMS** paid. An administrative fee not to exceed ten percent (10%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less will be deducted. A written notice will be mailed to **YOUR** last known address which will state the effective date of cancellation and the reason for cancellation at least fifteen days (15) days prior to the date of cancellation.

**Maryland**: The "Cancellation" section, paragraph 1 is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

**Massachusetts**: The section titled "Terms and Conditions" found on the **DECLARATION PAGE** is amended with the following: The **OBLIGOR** under this **CONTRACT**, referred to as "**WE**", "**US**", and "**OUR**" throughout, is the seller, the address and telephone number for which are provided on the **DECLARATION PAGE**.

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

Chapter 90, Section 7N.25 of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale: Provides **COVERAGE** for ninety (90) days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides **COVERAGE** for sixty (60) days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides **COVERAGE** for thirty (30) days or 1,250 miles, whichever occurs first.

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

**Minnesota:** The following is added to **YOUR CONTRACT**: Minnesota Statute 325F.662, subd.2, provides for express warranty coverage on used vehicles as follows: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. All **COVERAGE** provided for **YOUR VEHICLE** under this **CONTRACT** shall exclude coverage currently in force under any express warranty providing the same coverage for such **VEHICLE** as outlined above.

The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

Paragraph 3 is amended by adding the following: A notice of cancellation will be mailed to **YOU** at **YOUR** last known address no less than five (5) days prior to the effective date of cancellation.

The "Arbitration Provision" section amended by adding the following: **Any arbitration shall take place in the state where YOU reside or at any other place agreed to in writing by YOU and Us.**

**Mississippi:** The section titled "Arbitration Provision" is deleted in its entirety.

The "Cancellation" section is amended with the following:

Paragraph 3 of the "Cancellation" is deleted and replaced with the following: **WE** may cancel this **CONTRACT** based on one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price by **YOU**; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is canceled by **US**, the refund will be the unearned 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 any **CLAIMS** paid and less an administration fee of fifty dollars (\$50). If **WE** cancel this **CONTRACT** for non-payment of the **CONTRACT** purchase price, a notice of cancellation will be delivered to **YOU** by mail at **YOUR** last known address at least ten (10) days prior to the cancellation of **YOUR CONTRACT**. If **WE** cancel this **CONTRACT** for any other reason, a notice of cancellation will be delivered to **YOU** by mail at **YOUR** last known address at least thirty (30) days prior to the cancellation of **YOUR CONTRACT**. The notice will state both the effective date of cancellation and the reason for the cancellation.

**Missouri:** The "Cancellation" section has been amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser. If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **YOU** will be refunded the entire **CONTRACT** purchase price, less any **CLAIMS** paid. If this **CONTRACT** is canceled after the first thirty (30) days or a **CLAIM** has been filed, **YOU** will be refunded one hundred percent (100%) of the unearned pro rata **CONTRACT** purchase price, less any **CLAIMS** paid or pending payment and an administration fee of fifty dollars (\$50).

Paragraph 3 of the "Cancellation" section is amended to include the following: If this **CONTRACT** is cancelled by **US**, the refund will be one hundred percent (100%) of the unearned **CONTRACT** purchase price to **YOU**, less an administration fee of fifty dollars (\$50). A notice of cancellation will be mailed to **YOU** at **YOUR** last known address no less than fifteen (15) days prior to the effective date of cancellation.

The "Insurance" section is deleted and replaced with the following: The obligations under this **CONTRACT** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a **CLAIM** for the refund of the unearned purchase price, or **ADMINISTRATOR** ceases to do business or goes bankrupt, **YOU** may apply directly to American Bankers Insurance Company of Florida.

**Nebraska:** The section titled "Arbitration Provision" is deleted in its entirety.

**New Hampshire:** The following is added to **YOUR CONTRACT**: In the event **YOU** do not receive satisfaction under this **CONTRACT**, **YOU** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

The **ARBITRATION PROVISION** section is amended to include the following: Arbitration shall be held at a location selected by **US** within the state in which this **CONTRACT** was purchased. Any arbitration proceeding is subject to RSA 542.

**New Jersey:** The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: **YOU** have the right to return this **CONTRACT**. **YOU** may return the **CONTRACT** within twenty (20) calendar days after the date **WE** mail a copy of the **CONTRACT** to **YOU** or within ten (10) days if it is provided to **YOU** at the time of sale. If **YOU** return this **CONTRACT** within the applicable time period and no **CLAIMS** have been filed, **WE** will refund the entire **CONTRACT** purchase price within forty-five (45) days. A ten percent (10%) penalty of the purchase price 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**. This provision applies only to the original purchaser.

Paragraph 3 of the "Cancellation" section is amended to include the following: A cancellation notice stating the reasons and effective date of cancellation will be mailed to **YOUR** last known address at least five (5) days prior to cancellation for any reason other than nonpayment of the **CONTRACT** purchase price by **YOU**; a material misrepresentation made by **YOU**; or a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use.

**New Mexico:** The **CANCELLATION** section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to a refund that is not paid or credited within sixty (60) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

Paragraph 3 of the "Cancellation" section is amended by adding the following: After this **CONTRACT** has been in effect for seventy (70) days, **WE** may not cancel this **CONTRACT** except for one of the following reasons: (A) if **YOU** fail to pay an amount when due; (B) if **YOU** are convicted of a crime which results in an increase in the service required under this **CONTRACT**; (C) discovery of fraud or material misrepresentation by **YOU** in obtaining this **CONTRACT** or in presenting a **CLAIM** for service; or (D) discovery of an act or omission by **YOU** or if **YOU** violate any condition of this **CONTRACT** after the effective date of this **CONTRACT** which substantially and materially increases the service required under this **CONTRACT**. If **WE** cancel this **CONTRACT** based on one or more of the above reasons, **WE** will mail written notice of cancellation to **YOU** at least fifteen (15) days prior to the effective date of cancellation.

The following is added to **YOUR CONTRACT**: Final **CONTRACT** price to be determined prior to presentation to **YOU** (the customer) for signature. See NMSA 1978 Section 59A-58-10.

**New York:** Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

**North Carolina:** Paragraphs 1 and 3 of the "Cancellation" section are amended by changing the administration fee to ten percent (10%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less, and any paid or pending **CLAIMS**.

**Oklahoma:** The following sentence is amended on the **DECLARATION PAGE**: Any misrepresentations from **YOU** will result in denial of **COVERAGE** and the cancellation of this **CONTRACT**.

The **ADMINISTRATOR** is Alpha Warranty Services, Inc., P.O. Box 580, Riverton, UT 84065 or 12166 S. Redwood Rd., Riverton, UT 84065. The telephone number is 1-800-662-5519.

The following is added to **YOUR CONTRACT**: **COVERAGE** afforded under this **CONTRACT** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

The "Cancellation" section is amended with the following:

Paragraph 1 and 3 of the "Cancellation" section are deleted and replaced with the following: **YOU** may cancel this **CONTRACT** by first notifying the seller where the **CONTRACT** was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to the **ADMINISTRATOR**. Cancellation requests with incomplete information will not be processed. If **YOU** cancel this **CONTRACT** within the first thirty (30) days, and no **CLAIMS** have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. If this **CONTRACT** is canceled after the first thirty (30) days, or have made a **CLAIM** within the first thirty (30) days, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less and (b) the actual cost of any service provided under this **CONTRACT**. **WE** may cancel this **CONTRACT** based on one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price by **YOU**; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by the **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is cancelled by **US**, return of the **CONTRACT** purchase price will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under this **CONTRACT**. 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.

The section titled "Arbitration" is deleted and replaced with the following:

**NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.**

Disputes under this **CONTRACT** will be subject to mandatory, non-binding arbitration. To begin arbitration, either **YOU** or **WE** must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **CLAIM** is filed. **YOU** may get a copy of the AAA Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between **YOU** and **US**. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless **YOU** and **WE** agree, the arbitration will take place in the county and state where **YOU** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the **CLAIM** or **CLAIMS** considered in the arbitration proceeding. **YOU** also agree that any arbitration proceeding will only consider **YOUR CLAIMS**. **CLAIMS** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR CLAIMS**. Please refer to the **STATE DISCLOSURES** section of this **CONTRACT** for any added requirements in **YOUR** state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU** and **WE** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **YOU** and **US**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**Oregon:** The section titled "Arbitration Provision" is deleted in its entirety.

The "Insurance" section is amended to read that: (1) Upon failure of the **OBLIGOR** to perform under the contract, American Bankers Insurance Company of Florida shall pay on behalf of the **OBLIGOR** any sums the **OBLIGOR** is legally obligated to pay or shall provide the service that the **OBLIGOR** is legally obligated to perform according to the **OBLIGOR**'s contractual obligation under the service contracts issued by the **OBLIGOR**, and (2) American Bankers Insurance Company of Florida will pay claims against the **OBLIGOR** for return of the unearned purchase price of the service contract.

**South Carolina:** The following is added to **YOUR CONTRACT**: **YOU** have the right to return or void this **CONTRACT**. **YOU** may return the **CONTRACT** within twenty (20) calendar days after the date **WE** mail a copy of the **CONTRACT** to **YOU** or within ten (10) days if it is provided to **YOU** at the time of sale. If **YOU** return this **CONTRACT** within the applicable time period and no **CLAIMS** have been filed, the **CONTRACT** will be void and **WE** will refund the entire **CONTRACT** purchase price within forty-five (45) days. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to **US**. This provision applies only to the original purchaser.

The following is added to **YOUR CONTRACT**: If the **ADMINISTRATOR** does not timely resolve such matters within sixty (60) days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

**Texas:** Any reference to **ADMINISTRATOR** in this **CONTRACT** has been revised to reflect the following: The **ADMINISTRATOR** of this **CONTRACT** is Alpha Warranty Services, Inc. The telephone number is 1-800-662-5519. The registration number is 206.

The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within thirty (30) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or if it is provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

The section titled "Insurance" is deleted and replaced with the following: The obligations under this **CONTRACT** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the **CONTRACT** is canceled; **YOU** may apply directly to American Bankers Insurance Company of Florida.

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

**Utah:** The following is added to **YOUR CONTRACT**: **COVERAGE** afforded under this **CONTRACT** is not guaranteed by the Property and Casualty Guarantee Association. This **CONTRACT** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The section titled "Terms and Conditions" found on the **DECLARATION PAGE** and "Contract Holder Obligations" is amended by adding: **YOUR** failure to obtain authorization will not automatically invalidate **YOUR CLAIM**, if **YOU** can demonstrate that it was not reasonably possible to obtain the authorization.

The section titled "Contract Holder Obligations" is amended by adding: **YOUR** failure to submit verifiable receipts and other documentation of the maintenance will not automatically invalidate **YOUR CLAIM** if **YOU** can demonstrate that it was not reasonably possible to file the documents within such time period.

The "Cancellation" section, paragraph 3 is amended to include the following: **YOU** will be mailed a written notice at **YOUR** last known address contained in the **ADMINISTRATOR'S** records at least thirty (30) days prior to cancellation. If cancellation is for non-payment of premium, notice of cancellation will be mailed at least ten (10) days prior to cancellation. The notice will state both the basis and effective date of the cancellation.

The "Arbitration Provision" section of this **CONTRACT** is deleted in its entirety.

**Vermont:** The following is added to **YOUR CONTRACT**: **YOU** have the right to return or void this **CONTRACT**. **YOU** may return the **CONTRACT** within twenty (20) calendar days after the date **WE** mail a copy of the **CONTRACT** to **YOU** or within ten (10) days if it is provided to **YOU** at the time of sale. If **YOU** return this **CONTRACT** within the applicable time period and no **CLAIMS** have been filed, the **CONTRACT** will be void and **WE** will refund the entire **CONTRACT** purchase price within forty-five (45) days. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to **US**. This provision applies only to the original purchaser.

**Wisconsin:** The following is added to **YOUR CONTRACT**: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The following language is deleted from the section titled "Terms and Conditions" found on the **DECLARATION PAGE**: "This **CONTRACT** becomes effective on the contract purchase date unless rejected due to nonpayment, misrepresentation, fraud, or the **ADMINISTRATOR'S** determination of **VEHICLE** or **CONTRACT** ineligibility within the first sixty (60) days following purchase. Payment by financing, cash, credit card, or check must be postmarked within five (5) days of the purchase date."

Paragraph 5 of the "Contract Holder Obligations" section is deleted and replaced with the following: **Subrogation Provision:** In the event that **COVERAGE** is provided under this **CONTRACT**, **WE** will be subrogated to all the rights **YOU** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **YOU** will execute and deliver instruments and papers and do whatever is necessary to secure such rights. **YOU** will do nothing to prejudice those rights. Further, after **YOU** have been made whole, all amounts recovered by **YOU** for which **YOU** have received benefits under this **CONTRACT** will belong to and be paid to **US**, up to the amount of benefits paid under this **CONTRACT**.

The section titled "Contract Holder Obligations" is amended by adding: Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the **CONTRACT**. Failure by **YOU** to furnish proof of loss within the time required by the **CONTRACT** does not invalidate or reduce a **CLAIM**, unless **WE** are prejudiced thereby and it was reasonably possible to meet the time limit.

The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is amended to include the following: A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

Paragraphs 1 and 3 of the "Cancellation" section are also amended by changing all references to the administration fee of fifty dollars (\$50) to ten percent (10%) of the **CONTRACT** purchase price or fifty dollars (\$50), whichever is less. A notice of cancellation stating the reason for the cancellation and the effective date of the cancellation will be mailed to **YOU** at **YOUR** last known address, as provided to **US**, at least five (5) days prior to the effective date of cancellation.

The "Arbitration Provision" section of this **CONTRACT** is deleted in its entirety.

The "Insurance" section is deleted and replaced with the following: Obligations of the **OBLIGOR** under this **CONTRACT** are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If **WE** do not provide, or reimburse or pay for, a service that is covered under a **CONTRACT** within sixty days (60) after **YOU** provide proof of loss, or if **WE** become insolvent or otherwise financially impaired, **YOU** may file a **CLAIM** directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 for reimbursement, payment, or provision of the service. Please call 1-866-306-6694 for instructions.

**Wyoming:** The "Cancellation" section is amended with the following:

Paragraph 1 of the "Cancellation" section is deleted and replaced with the following: **YOU** may cancel this **CONTRACT** by first notifying the seller where the **CONTRACT** was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement, along with a short letter stating the reason for cancellation, and current date must then be faxed or mailed to the **ADMINISTRATOR**. Cancellation requests with incomplete information will not be processed. If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **YOU** will be refunded the entire purchase price less any **CLAIMS** paid. If this **CONTRACT** is canceled after the first thirty (30) days, **YOU** will be refunded the unearned 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 any **CLAIMS** paid and less an administration fee of fifty dollars (\$50). A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR** and only to any cancellation received within the first twenty (20) calendar days after the date **YOU** were mailed a copy of the **CONTRACT** or within ten (10) days if it was provided to **YOU** at the time of sale. This provision applies only to the original purchaser.

Paragraph 2 of the "Cancellation" section is deleted and replaced with the following: If the **VEHICLE** or this **CONTRACT** has been financed, the **LIENHOLDER** shown on the **CONTRACT** may cancel this **CONTRACT** if the **VEHICLE** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **CONTRACT** to the **LIENHOLDER** or otherwise entitle the **LIENHOLDER** to performance under this **CONTRACT**. In the event that the cost of this **CONTRACT** is part of a retail sales contract, then the lender of the said sales contract will be the sole payee of any refund check. In the case of a total loss or repossession, the **LIENHOLDER** will be the sole payee of any refund check.

Paragraph 3 of the "Cancellation" section is deleted and replaced with the following: **WE** may cancel this **CONTRACT** based on one or more of the following reasons: (A) nonpayment of the **CONTRACT** purchase price by **YOU**; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is canceled by **US**, the refund will be the unearned 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 any **CLAIMS** paid and less an administration fee of fifty dollars (\$50). If **WE** cancel this **CONTRACT** for any reason other than non-payment of the **CONTRACT** purchase price, for material misrepresentation, or a substantial breach of duties, a notice of cancellation will be delivered to **YOU** by mail at **YOUR** last known address at least ten (10) days prior to the cancellation of **YOUR CONTRACT**. The notice will state both the effective date of cancellation and the reason for the cancellation.

Paragraph 1 and 3 of the "Cancellation" section are also amended to include the following: No **CLAIM** incurred or paid will be deducted from the amount of any refund.

This **CONTRACT** shall be governed by the laws of the State of Wyoming.

The "Arbitration Provision" section of this **CONTRACT** is deleted in its entirety.