



DECLARATION PAGE



VEHICLE SERVICE CONTRACT ADMINISTRATOR ALPHA WARRANTY SERVICES, INC PO Box 95790 South Jordan, UT 84095 Phone 1.844.210.5549 • Fax 1.801.571.8964 \*\*\*24-HOUR ROADSIDE ASSISTANCE\*\*\* Call toll-free 1.877.740.8782

CONTRACT HOLDER INFORMATION
NAME, PHONE, EMAIL ADDRESS, MAILING ADDRESS, CITY, STATE, ZIP CODE

SELLER INFORMATION
NAME, PHONE, MAILING ADDRESS, CITY, STATE, ZIP CODE

VEHICLE INFORMATION
MAKE, MODEL, YEAR, VIN #, VEHICLE PURCHASE PRICE, CURRENT ODOMETER READING, LIENHOLDER

VEHICLE SERVICE CONTRACT INFORMATION
PLAN COVERAGE, PLAN TERM, SURCHARGES, OPTIONS, 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 95790 South Jordan, UT 84095. The telephone number is 1-844-210-5549. 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 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, unless SERVICE DRIVE option is selected and paid for, or if this CONTRACT is sold to You after expiration of a prior contract provided by Us on the same 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 with an hourly rate commensurate with the average labor rate calculated in a given zip code area for YOUR type of VEHICLE. 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 4 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. If the ADMINISTRATOR chooses to inspect the VEHICLE, WE will pay up to an additional one (1) day of rental. If the ADMINISTRATOR chooses to send in parts, WE will pay up to an additional one (1) day of rental. You will be reimbursed up to thirty-five dollars (\$35) per day. Rental coverage is not provided for downtime including, but not limited to, waiting for: scheduling for services or diagnostics. Rental coverage is also not provided for weekends or holidays. The total rental coverage cannot exceed seven days or two hundred forty-five dollars (\$245). 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. 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. This CONTRACT is not renewable.

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, carrying personal tools to the job site, farming, ranching, and construction. Usage must not exceed manufacturer's ratings or limitations.
<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>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>HI-TECH OPTION:</b>	An option that when applied covers the following manufacturer installed components: DVD players, Blu-ray players, CD players, LCD screens, front and rear parking sensors, rearview back-up cameras, Bluetooth® and other phone communication systems, alarm systems, collision avoidance systems, satellite communication systems (e.g., OnStar), driver information displays, internet access systems, lane departure warning systems, blind spot detection systems, park assist systems, tire pressure monitoring systems, adaptive cruise control. <b>Does not cover remote controls, headphones, discs.</b> Standard <b>DEDUCTIBLE</b> and limits of liability apply.
<b>LIFT KIT &amp; TIRE MODIFICATION OPTION:</b>	Is an option that when applied extends eligibility to <b>YOUR VEHICLE</b> with a maximum of four (4) inches of a professionally installed suspension lift and a maximum of four (4) inches of oversized tires larger than the manufacturer's specifications. <b>There is no COVERAGE under the CONTRACT if the lift kit exceeds four (4) inches or if the tires are more than four (4) inches larger than the manufacturer's specifications.</b> The option only extends eligibility to the <b>VEHICLE</b> under the <b>CONTRACT</b> and does not cover the lift kit or the tires.
<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> . Time and mileage is measured from the <b>CONTRACT</b> purchase date and mileage is in addition to the mileage listed on the odometer at the <b>CONTRACT</b> purchase date. The <b>PLAN TERM</b> mileage is unlimited miles; however, early cancellation of the <b>CONTRACT</b> is potentially subject to a prorated refund based on mileage using 12,000 miles per year (see the Cancellation section below).
<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>SERVICE DRIVE:</b>	Is an option that extends <b>CONTRACT</b> eligibility when this <b>CONTRACT</b> is sold by the <b>SELLER</b> at a time after <b>VEHICLE</b> purchase and sold in connection with an inspection at the <b>SELLER's</b> service center.
<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>TURBO or SUPERCHARGER SURCHARGE:</b>	A surcharge that is required because the turbo or supercharger puts greater stress on covered powertrain parts.
<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> .

## PRIORITYONE COVERAGE

Includes the **MECHANICAL BREAKDOWN** of any **VEHICLE** parts, except for the exclusions listed under the "What is Not Covered" section.

## 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 \$100.00. If the cost of the service rendered exceeds \$100.00, **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

**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. **PRE-EXISTING CONDITIONS ARE NOT COVERED BY THIS CONTRACT.**
2. 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.
3. 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.
4. 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.
5. 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 and Tire Modification (unless applicable option is applied), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.
6. 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.
7. 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.
8. Covered parts that are still performing the function for which they were designed.
9. Repairs to correct loss of compression or oil consumption related to worn, burnt, collapsed or carboned piston rings or valve parts.
10. 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 KIT & TIRE MODIFICATION (unless applicable option is applied), 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.
11. 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.
12. Repair work performed without the authorization of the ADMINISTRATOR.
13. Lift kits, tires, rims, batteries (unless applicable option applies), glass, windshields, lenses, sealed beams, light bulbs, brake rotors and drums, shock absorbers, exhaust parts, catalytic converter, charcoal canisters, door handle assemblies, speakers, game centers, audio equipment, video equipment, radar detectors, safety restraint systems, airbags and related parts, fusible links and fuses, light assemblies, shop supplies, shop fees, handling fees, hazardous waste charges, bolts, screws, nuts, washers, fasteners, alignments including adjustments or alignments to COVERED REPAIRS, wheel balancing, positive crankcase ventilation systems, oil filter (unless applicable option applies), air filter, cabin filter, transmission filter, fuel filter, belts, hoses, constant velocity and double offset joint seals, boots, brake linings, brake shoes (unless applicable option applies), brake pads (unless applicable option applies), manual clutch assemblies, friction disc, throwout bearings, pressure plate, manual hydraulic linkages. The following emission parts: purge or vent sensors, solenoids, valves, vacuum canister, vapor return canister, vapor return lines and valves, air pump lines and valves, emission vapor sensors, gas cap, filler neck and EGR cooler. Programming or reflashing of modules or other electronics (unless necessary for a COVERED REPAIR). Air conditioning evacuation, recharge or conversion (unless necessary for a COVERED REPAIR).
14. 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.
15. Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body alignment, door alignment, glass alignment, weather strips, trim moldings, bright metal, chrome, upholstery, interior plastic parts, interior maintenance, carpet, paint, outside ornamentation, bumpers, sheet metal, vinyl and convertible tops and assemblies, door hinge assemblies.

16. Unless the HI-TECH OPTION is applied: DVD players, Blu-ray players, CD players, LCD screens, front and rear parking sensors, rearview back-up cameras, Bluetooth® and other phone communication systems, alarm systems, collision avoidance systems, satellite communication systems (e.g., OnStar), driver information displays, internet access systems, lane departure warning systems, blind spot detection systems, park assist systems, tire pressure monitoring systems, adaptive cruise control.

#### 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 (calculated using the PLAN TERM mileage of 12,000 miles per year), 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 contractual 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 (calculated using the PLAN TERM mileage of 12,000 miles per year), 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 retail value according to the VEHICLE condition at the time of repair.

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 6-series, 7-series, Alpina, M-series, X6; 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; Jeep SRT; Jensen; Lamborghini; Lancia; Land Rover; Lincoln Blackwood; Lotus; Maserati; Mazda RX8, Mercedes AMG, CL, 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 V10 and higher; 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 (unless LIFT KIT & TIRE MODIFICATION option is applied), 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. Transfer of the CONTRACT must be within five (5) days of sale.

#### 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. 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.