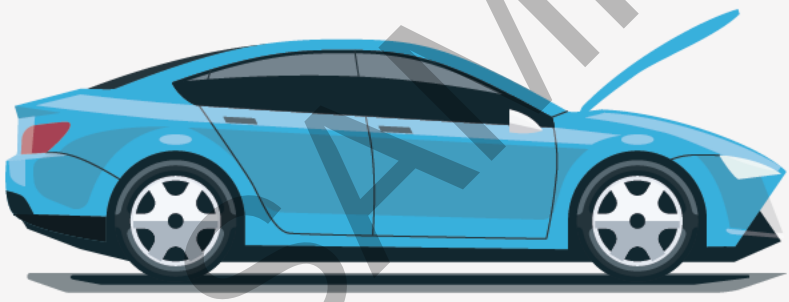
ALPHA
WARRANTY SERVICES



Are you a customer with car trouble?

For assistance submitting a claim, finding a repair facility, or tracking your existing claim, Scan this QR code for instructions.



Are you a repair facility needing to start a claim?

For the fastest and most convenient way to start a claim, scan this QR code. Or, if you'd prefer, please call 800.662.5519.

Note: Authorization is required prior to initiating repairs.

This page is not a part of your Vehicle Service Contract.

SAMPLE

[redacted]

DECLARATION PAGE

ALPHA WARRANTY SERVICES

IntelliCare

VEHICLE SERVICE CONTRACT ADMINISTRATOR
ALPHA WARRANTY SERVICES, INC.
PO Box 95790 South Jordan, UT 84095
Phone 1.800.662.5519 • Fax 1.801.571.8964
Email: customersupport@alphawarranty.com
Live Chat: alphawarranty.com/livechat

24-HOUR ROADSIDE ASSISTANCE
Call toll-free 1.877.740.8782

CONTRACT HOLDER INFORMATION

NAME	PHONE	EMAIL ADDRESS	
[redacted]	[redacted]	[redacted]	
MAILING ADDRESS	CITY	STATE	ZIP CODE
[redacted]	[redacted]	[redacted]	[redacted]

SELLER INFORMATION

NAME	PHONE		
[redacted]	[redacted]		
MAILING ADDRESS	CITY	STATE	ZIP CODE
[redacted]	[redacted]	[redacted]	[redacted]

VEHICLE INFORMATION

MAKE	MODEL	YEAR	VIN # (MUST BE 17 DIGITS)
[redacted]	[redacted]	[redacted]	[redacted]
VEHICLE PURCHASE PRICE	CURRENT ODOMETER READING		LIENHOLDER
[redacted]	[redacted]		[redacted]

VEHICLE SERVICE CONTRACT INFORMATION

PLAN COVERAGE

Advanced
Premier

IntelliCare Premier (All Other States)
(Selected Plan Coverage)

PLAN TERM

[redacted] Months or [redacted] Miles

SURCHARGES

- ☑ 4WD or AWD Vehicle
- ☐ Turbo or Supercharger

DEDUCTIBLE

- ☑ $100
- ☐ $0
- ☐ $250
- ☐ Disappearing

ROADSIDE ASSISTANCE

- ☐ Full-Term

OPTIONS

☑ Advanced Plus ☑ Advanced Computers ☐ Advanced Hi-Tech ☐ Commercial Use ☐ Emissions ☐ Lighting
☐ Modified Bed or Cab/Chassis ☐ Suspension Modification ☐ Service Drive ☐ Wearable Parts

CONTRACT PURCHASE PRICE:	CONTRACT PURCHASE DATE:	CONTRACT NUMBER:
[redacted]	[redacted]	[redacted]

SAMPLE

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., P.O. Box 95790 South Jordan, UT 84095. 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 DISCLOSURE** 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, 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 or email 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 seventy dollars ($70) 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 nine days or six-hundred thirty-dollars ($630). 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. **For California only: The SELLER confirms it has provided the Contract Holder a copy of the VEHICLE owner's manual at the time of purchase. YOUR SIGNATURE ACKNOWLEDGES THAT YOU: HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS CONTRACT.**

[redacted]
SELLER's signature

[redacted]
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:

ADMINISTRATOR:	The entity identified on the **DECLARATION PAGE** that administers this **CONTRACT**.
AWD OR 4WD VEHICLE SURCHARGE:	A surcharge that when applied extends **COVERAGE** to covered parts of all-wheel drive or four-wheel drive automobiles.
CLAIM:	A demand by **YOU** for benefits under this **CONTRACT**.
COMMERCIAL USE OPTION:	An option that when applied extends eligibility to the **VEHICLE** if used for commercial purposes, up to 1.5 tons, which include but are not limited to: a **VEHICLE** that advertises a commercial enterprise with signage, rideshare (e.g., Uber or Lyft), 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.
CONTRACT or **VEHICLE SERVICE CONTRACT**:	This **VEHICLE SERVICE CONTRACT**, which **YOU** have purchased for the **VEHICLE** described on the **DECLARATION PAGE**. Unless otherwise regulated under state law, the contents of this **CONTRACT** shall be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.
COVERAGE:	Refers to the **COVERAGE** afforded under this **CONTRACT**.
COVERED REPAIR:	Refers to a repair or replacement of any covered part approved by the **OBLIGOR**.
DECLARATION PAGE:	The first page of this **CONTRACT** executed by **YOU**, which is part of this **CONTRACT**. It lists information regarding the **VEHICLE** to be covered, selected **CONTRACT** terms, and other vital information.
DEDUCTIBLE:	The amount shown on the **DECLARATION PAGE** that **YOU** are required to pay per repair visit towards the authorized amount for the repair or replacement of covered parts per **CLAIM** made.
DISAPPEARING DEDUCTIBLE OPTION:	An option that when applied results in no **DEDUCTIBLE** when **YOU** return **YOUR VEHICLE** to the seller for a **COVERED REPAIR**.
INTERNALLY LUBRICATED:	Any mechanical part contained within a covered assembly that requires continuous lubrication in order to properly function and prevent a part failure. Lubricant control or lubricant contact alone are insufficient to qualify as **INTERNALLY LUBRICATED**. Coolant is not a lubricant.
LIENHOLDER:	Refers to the entity (if any) that has made a loan to **YOU** to finance this **CONTRACT**.
MECHANICAL BREAKDOWN:	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. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance where a failure has not occurred.
MODIFIED BED OR CAB/CHASSIS OPTION:	An option that when applied extends eligibility to **YOUR VEHICLE** which has no bed mounted on it, an aftermarket bed mounted on it **OR** is intended from the manufacturer to carry an aftermarket bed, regardless of whether or not it is equipped with a bed at time of sale. This option only extends eligibility to the **VEHICLE** under the **CONTRACT** and does not cover the **MODIFIED BED or CAB/CHASSIS**. This option also requires the **COMMERCIAL USE** option to be selected and paid for if the **VEHICLE** is used for commercial purposes.
OBLIGOR, WE, US or **OUR**:	The entity identified on the **DECLARATION PAGE** obligated to perform under this **CONTRACT**.
PLAN COVERAGE:	The type of **COVERAGE** selected by **YOU** and agreed to by **US** as set forth under this **CONTRACT** on the **DECLARATION PAGE**.
PLAN TERM:	The term duration selected by **YOU** and agreed to by **US** as set forth under this **CONTRACT** on the **DECLARATION PAGE.** Time and mileage is measured from the **CONTRACT** purchase date and mileage is in addition to the mileage listed on the odometer at the **CONTRACT** purchase date.
PRE-EXISTING:	A condition that may reasonably be assumed to have existed prior to the sale date of this **CONTRACT. PRE-EXISTING** 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 **PRE-EXISTING**. All covered parts must be in good working order prior to sale for the **VEHICLE** to qualify for this **CONTRACT**. Failures or breakdowns resulting from **PRE-EXISTING** conditions are **YOUR** responsibility.
REPAIR FACILITY:	A licensed **REPAIR FACILITY** authorized by the **ADMINISTRATOR** to perform repair services under this **CONTRACT**.
SELLER:	Means the retail facility listed on the **DECLARATION PAGE** where **YOU** purchased this **CONTRACT**.
SERVICE DRIVE:	Is an option that extends **CONTRACT** eligibility when this **CONTRACT** is sold by the **SELLER** at a time after **VEHICLE** purchase and sold in connection with an inspection at the **SELLER'S** service center.
SPECIAL STATE DISCLOSURE:	A part of this **CONTRACT** that may change some of the provisions of this **CONTRACT** in order to comply with the laws of the state where **YOU** purchased **YOUR CONTRACT**. Any changes listed in the **SPECIAL STATE DISCLOSURE** section supersede any contrary provision of this **CONTRACT**.
SUSPENSION MODIFICATION:	An option that when applied extends eligibility to **YOUR VEHICLE** with a maximum of six (6) inches of a professionally installed suspension lift. **There is no COVERAGE under the CONTRACT if the lift kit exceeds six (6) inches**. This option also extends eligibility to **YOUR VEHICLE** with a maximum of three (3) inches of a professionally installed suspension lowering. **There is no COVERAGE under the CONTRACT if the suspension lowering exceeds three (3) inches**. This option only extends eligibility to the **VEHICLE** under the **CONTRACT** and does not cover the lift kit or the lowering kit.
TURBO or **SUPERCHARGER SURCHARGE**:	A surcharge that is required because the turbo or supercharger puts greater stress on covered powertrain parts.
VEHICLE:	The **VEHICLE** described on the **DECLARATION PAGE** that is covered under this **CONTRACT**, regardless of whether or not the **VEHICLE** has been previously owned, sold, or titled.
YOU, YOUR:	The **CONTRACT** holder shown on the **DECLARATION PAGE** of this **CONTRACT**, or if any transferee if the **CONTRACT** is transferred.

SAMPLE

PLAN COVERAGE

The bold headings under the following **PLAN COVERAGE** sections (e.g., **ENGINE**, **DRIVE AXLE**, **STEERING**, **BRAKES, FUEL**, etc.) are inserted only as a matter of convenience and reference, and do not constitute a part thereof.

ADVANCED

The following parts are covered.
YOUR VEHICLE will not necessarily have all the listed parts.

1. **ENGINE**: All **INTERNALLY LUBRICATED** parts, for example: balance shaft bearing, balance shaft bushing, balance shaft, cam followers, distributor drive gear, rocker bushings, cylinder barrels, eccentric shaft, camshaft and bearings, lifters, rocker arms, rocker shaft, timing gears, timing chain, timing chain guides, timing chain tensioner, pistons, piston rings and pins, connecting rods and bearings, crankshaft and main bearings, oil pump, oil pump gears, push rods, intake and exhaust valves, valve guides, valve springs, valve locks, valve retainers, valve seals. Harmonic balancer, exhaust manifolds, engine torque strut, engine mounts, intake manifold, oil pump pickup screen, timing belt, valve seats. 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.
2. **EV POWERTRAIN:** All electrical powertrain parts, for example: traction motor or drive motor, converters, inverter, stator, rotor, damper, engine torque strut, engine mounts.
3. **TRANSMISSION and TRANSFER CASE**: All **INTERNALLY LUBRICATED** parts of the transmission, transaxle and transfer case, for example: bushings, main shaft washers, oil pump, output shaft, drive chain gears, drive chain, shift bushing, drum, planetary set and gears, sun shell, shafts, bearings, synchronizers. Flywheel, flexplate, torque converter, shift linkage, shift cables, shift rails, shift forks, output shaft, vacuum modulator, throttle position sensor, transmission mounts, valve body, transmission solenoids. Transfer case, transmission and transaxle cases are only covered if damaged by an **INTERNALLY LUBRICATED** part of the transfer case, transmission or transaxle.
4. **COOLING**: Water pump, thermostat, electric radiator fan motor, fan clutch, coolant recovery reservoir.
5. **DRIVE AXLE**: All **INTERNALLY LUBRICATED** parts of the differential (both front and rear), for example: bearings, bushings, oil pump, ring and pinion, washers. Universal joints, locking hubs, axle shafts, propeller shafts, constant velocity joints, double offset joints, and drive shaft center bearings.
6. **AIR CONDITIONING**: Compressor, compressor clutch, clutch bearing, accumulator, receiver drier, orifice tube, compressor seals, idler pulley, field coil, condenser, evaporator core, expansion valve, pressure cycling switch, and inside ambient temperature sensor. Evacuation and recharge is only covered if necessary for a **COVERED REPAIR**.
7. **ELECTRICAL**: Alternator, starter motor, starter motor solenoid, power window motors, power window regulators, voltage regulator, horns, neutral safety switch, reverse indicator switch, turn signal switch, distributor, cruise control switches, wiper motors, washer pumps, ignition igniter, ignition module, coil packs, power seat motors, crankshaft position sensor, headlamp switch, blower motor speed switch, ignition switch, ignition switch lock cylinder, knock sensor, stop lamp switch. Drive motor control, AC charger, battery control module, battery current sensor, drive motor circuit breaker sensor, input current sensor, phase current sensor, battery service switch.
8. **FUEL**: Fuel pump, fuel injection pump, metal fuel delivery lines.
9. **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.
10. **STEERING**: All **INTERNALLY LUBRICATED** parts of the steering rack and pinion gear. Steering box, steering pump, electric power steering motor, drag links, idler arm, internal tilt wheel mechanism, pitman arm, steering column shafts, couplings, tie rod ends, steering rack end seals.
11. **SEALS & GASKETS**: Seals and gaskets of covered parts on **VEHICLE**. **Minor loss of fluid or seepage is not considered a MECHANICAL BREAKDOWN and is not covered**.
12. **BRAKES**: Master cylinder, wheel cylinders, power brake booster, proportioning valve, disc brake calipers.
13. **SUSPENSION**: Stabilizer, stabilizer bar links, sway bars, sway bar links, spindles. Leaf and coil springs are only covered if they are broken.
14. **DRIVE BATTERY PACK**: Coverage **to the DRIVE BATTERY PACK in an electric or hybrid vehicle**. **DRIVE BATTERY PACK** replacement will follow the manufacturer's allowable capacity guidelines in determining the replacement or repair of the **DRIVE BATTERY PACK**. **DRIVE BATTERY PACK** does not cover any other battery in the **VEHICLE.**

ADVANCED OPTIONAL COVERAGES

ADVANCED PLUS

Optional Coverage if selected and paid for.
(Option is automatically included if YOU selected and paid for Premier PLAN COVERAGE).

COOLING PLUS: Radiator, heater core, heater control valve.
FUEL PLUS: Fuel injectors, fuel sending unit, fuel tank.
SUSPENSION PLUS: Wheel bearings, hub assemblies, control arm shafts, control arm bushings, ball joints.

ADVANCED COMPUTERS

Optional Coverage if selected and paid for.
(Option is automatically included if YOU selected and paid for Premier PLAN COVERAGE).

COMPUTERS: Includes coverage for each OEM control module in the **VEHICLE**.

ADVANCED HI-TECH

Optional Coverage if selected and paid for.
(Option is automatically included if YOU selected and paid for Premier PLAN COVERAGE).

An option that when applied covers the following manufacturer installed components: DVD players, Blu-ray players, CD players, infotainment or media control unit, LCD screens, parking sensors, cameras, Bluetooth® and other phone communication systems, alarm systems, collision avoidance systems, keyless entry system, 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 system, radio, powertrain control module.

Does not cover remote controls, keys or key fobs, headphones, cords, chargers, discs, memory cards, USB flash drives. Standard **DEDUCTIBLE** and limits of liability apply. (Software and programming only covered if necessary for a **COVERED REPAIR**.)

SAMPLE

PREMIER

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

ADVANCED & PREMIER OPTIONAL COVERAGES

Each option is a separate optional coverage if selected and paid for (note, YOUR VEHICLE may not have all the parts listed).

LIGHTING: If **LIGHTING** is selected and paid for: The following OEM installed exterior lighting parts: exterior complete lighting assemblies, integral light electrical harnesses, circuit boards, integral lighting adjustment motors, lighting control modules, HID ballasts, HID bulbs, halogen bulbs, standard bulbs. The following OEM interior lighting assemblies: dome lights, map lights, reading lights, vanity mirror light, storage lights.

WEARABLE PARTS: If **WEARABLE PARTS** is selected and paid for: serpentine belts, V-belts, engine cooling system hoses, fuel system hoses, A/C hoses, power steering hoses, transmission cooling hoses, emissions and vacuum lines and hoses, manual clutch assemblies.

EMISSIONS: If **EMISSIONS** is selected and paid for: purge or vent sensors, solenoids, valves, vacuum canister, vapor return canister, vapor return lines and valves, air pump, air pump lines and valves, emission vapor sensors, gas cap, filler neck, EGR cooler, catalytic converter, positive crankcase ventilation valve. Note, does not cover rubber hoses or lines (unless the **WEARABLE PARTS** option is also selected and paid for).

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,

SAMPLE

judgment, consent decree, or other settlement, and YOU will execute and deliver instruments and papers and do whatever is reasonably 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

(If PREMIER PLAN COVERAGE is selected, see only numbers 2-18 of this section.
For ADVANCED PLAN COVERAGE, see all numbers 1-21.)

1. **Any part not listed in the PLAN COVERAGE YOU selected.**
2. **PRE-EXISTING CONDITIONS ARE NOT COVERED BY THIS CONTRACT.**
3. **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 promptly within a reasonable time after the time of failure, or if the odometer has been tampered with, disconnected or altered in any way.**
4. **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.**
5. **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.**
6. **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, SUSPENSION MODIFICATION (unless applicable option is selected and paid for), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.**
7. **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.**
8. **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 (except Turbo), sludge, corrosion or water intrusion. Wear and tear.**
9. **Covered parts that are still performing the function for which they were designed.**
10. **Repairs to correct loss of compression or oil consumption related to worn, burnt, collapsed or carboned valve parts.**
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 (unless the option WEARABLE PARTS option is selected and paid for).**
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 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.**
13. **Repair work performed without the authorization of the ADMINISTRATOR.**
14. **Lift kits, lowering kits, tires, rims, batteries (except for the Drive Battery Pack), glass, windshields, lenses, sealed beams (unless the LIGHTING option is selected and paid for), light bulbs (unless the LIGHTING option is selected and paid for), brake rotors and drums, shock absorbers, exhaust parts, 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 (unless the LIGHTING option is selected and paid for), LEDs, shop supplies, shop fees, handling fees, hazardous waste charges, screws, washers, fasteners, alignments including adjustments or alignments to COVERED REPAIRS, wheel balancing, oil filter, air filter, cabin filter, transmission filter, fuel filter, belts (unless the WEARABLE PARTS option is selected and paid for), hoses (unless applicable option is applied), constant velocity and double offset joint seals, boots, brake linings, brake shoes, brake pads, manual clutch assemblies (unless the WEARABLE PARTS option is selected and paid for), friction disc, throwout bearings, pressure plate, manual hydraulic linkages. 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). Nuts and bolts are not covered, and damage caused by nuts and bolts is not covered, even when damage is to a covered part; however, nuts and bolts will be replaced by US in conjunction with a COVERED REPAIR. The following emission parts (unless the EMISSIONS option is selected and paid for): purge or vent sensors, solenoids, valves, vacuum canister, vapor return canister, vapor return lines and valves, AIR pump, AIR pump lines and valves, emission vapor sensors, gas cap, filler neck, EGR cooler, catalytic converter, positive crankcase ventilation valve.**
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. Torn or split protective boot or failed part with torn or split protective boot.**
16. **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.**
17. **Remote controls, keys or key fobs, headphones, cords, chargers, discs, memory cards, USB flash drives.**
18. **Charging cord, repair work caused by using the VEHICLE as a stationary power source. Failure due to improper charging, for example: using aftermarket charging cables, incorrect power supplies, or power strips. Damage due to complete depletion of the VEHICLE'S DRIVE BATTERY Pack, regardless of the cause.**
19. **Unless the ADVANCED HI-TECH option is selected and paid for: DVD players, Blu-ray players, CD players, infotainment or media control unit, LCD screens, parking sensors, cameras, Bluetooth® and other phone communication systems, alarm systems, collision avoidance systems, keyless entry system, 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 system, radio, powertrain control module.**
20. **Unless the ADVANCED PLUS option is selected and paid for: Radiator, heater core, heater control valve. Fuel injectors, fuel sending unit, fuel tank. Wheel bearings, hub assemblies, control arm shafts, control arm bushings, ball joints.**
21. **Unless the ADVANCED COMPUTERS option is selected and paid for: OEM control modules in the Vehicle (unless otherwise listed).**

SAMPLE

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, mailed or emailed 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 cancelled 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 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, less any **CLAIMS** paid and an administration fee of fifty dollars ($50). **YOUR** state may differ; see the **SPECIAL STATE DISCLOSURE** 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 immediately prior to the loss or MECHANICAL BREAKDOWN.

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

Any exotic car, any vehicle that does not qualify under **OUR** guidelines, flat beds (unless the **MODIFIED BED OR CAB CHASSIS** option is selected and paid for on qualifying vehicle), grey market cars, livery vehicles, mileage unknown, any modified vehicle (including, but not limited to: performance chip, altered engine management system, lift kit (unless **SUSPENSION MODIFICATION** option is applied), lowering kit (unless **SUSPENSION MODIFICATION** option is applied), free flow exhaust system, supercharger, turbocharger), modified bed (unless the **MODIFIED BED OR CAB CHASSIS** option is selected and paid for on qualifying vehicle) any vehicle equipped with dual rear axles, any vehicle exceeding 1.5 ton, any vehicle with a snow plow, 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), rental use (e.g., Turo or similar service), 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, a copy of the bill of sale 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 fifteen (15) 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 DISCLOSURE** 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, P.O. Box 21647, St. Petersburg, FL 33742. 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.

SAMPLE

SPECIAL STATE DISCLOSURE

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

Alabama: 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).

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 is 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 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, 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:

3. **Any loss when the VEHICLE'S odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by YOU.**
6. **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, SUSPENSION MODIFICATION (unless applicable option is selected and paid for), 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 "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 and Financial Institutions ("D.I.F.I."). To learn more about this process, **YOU** may contact the D.I.F.I. Consumer Protection Division at 100 N. 15th Ave, Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection Division. **YOU** may directly file any complaint with the D.I.F.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 D.I.F.I., toll-free phone number 1-602-364-2499. Additionally, you may reach the D.I.F.I. at difi.az.gov.

The following in added to **Your CONTRACT**: **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.**

The "Cancellation" section is amended with the following: Concerning all references to the cancelation fee, under no condition will the cancelation fee exceed $75 or 10% of the **CONTRACT** amount paid by **You**, whichever is less. Further, any cancelation fee assessed may not exceed the amount of the refund due to **You**.

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 term **"Mechanical Breakdown**" is deleted and replaced throughout the entire **CONTRACT** with the following term: **Breakdown.**

The term **SERVICE DRIVE** definition is deleted and replaced with the following definition: **SERVICE DRIVE IS an option that extends CONTRACT eligibility when this CONTRACT is sold by the SELLER at a time after VEHICLE purchase and sold in with an inspection at the SELLER'S service center, incidental to SELLER'S business.**

SAMPLE

The sentence on the first page that reads: "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**" is deleted and replaced with the following sentence: "**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**."

The "ADDITIONAL BENEFITS 24-HOUR ROADSIDE ASSISTANCE" section is deleted and replaced with the following: YOU may be reimbursed or partially reimbursed for the following roadside services up to three (3) times in any twelve (12) month period from a validly licensed and certified California company: Towing, Enhanced Towing (if selected and paid for), Winching, Jump Starts, Flat Tire Changes – Utilizing YOUR VEHICLE'S inflated spare, Fuel Delivery, Lockout Service (Key cutting/replacement is not covered). YOU must pay for the service in full and then seek reimbursement (up to $100 per occurrence) from the OBLIGOR. To submit YOUR REIMBURSEMENT consideration please mail the invoice to the OBLIGOR at Alpha Warranty Services, Inc., P.O. Box 95790 South Jordan, UT 84095, or email the invoice to customersupport@alphawarranty.com. Along with the invoice, please include: YOUR name, the CONTRACT NUMBER, AND THE VIN (MUST BE 17 DIGITS) OF THE VEHICLE. Failure to include the foregoing identifying information may result in delays or no reimbursement for roadside service.

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® 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 seventy dollars ($70) per day. The total rental coverage cannot exceed nine (9) days, or six-hundred thirty-dollars ($630). 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 BREAKDOWN. 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.

The "Definitions" section is amended by deleting and replacing **PRE-EXISTING** with the following: **A condition that has existed prior to the sale date of this CONTRACT. PRE-EXISTING 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 PRE-EXISTING. All covered parts must be in good working order prior to sale for the VEHICLE to qualify for this CONTRACT. Failures or breakdowns resulting from PRE-EXISTING conditions are YOUR responsibility.**

The "Definitions" section is amended by deleting and replacing **REPAIR FACILITY** with the following: **REPAIR FACILITY** Any **REPAIR FACILITY** licensed by the State of California to conduct repairs. The "Definitions" section is amended by deleting and replacing the following: **PLAN TERM**: The term duration selected by **YOU** and agreed to by **US** as set forth under this **CONTRACT** on the **DECLARATION PAGE**. Time is measured from the **CONTRACT** purchase date.

Paragraph 3 of the "Contract Holder Obligations" section is deleted and replaced with the following: **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 any claim for YOUR failure to protect the VEHICLE if that failure to protect the VEHICLE was the primary cause of the failure. 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.**

The last four sentences of Paragraph 1 of the "Contract Holder Obligations" section are deleted and replaced with the following: **Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a CLAIM; however, YOUR failure to provide receipts will NOT be used for the reason to deny a claim. 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.**

Paragraph 1 of the "Cancellation" section is deleted and replaced with the following: **YOU** may cancel this **CONTRACT** by first notifying **US** in writing. 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 produced using the number of days the **CONTRACT** was in force, and less any **CLAIMS** paid. In addition, if this **CONTRACT** is canceled after the first sixty (60) days, the refund shall deduct 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**, unless YOU have paid off YOUR loan in which case the check would be made payable to YOU.**

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 (61st) 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 less any **CLAIMS** paid. The pro rata refund will be calculated using the number of days the **CONTRACT** was in force, or less any **CLAIMS** paid. 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 pro rata 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 or less any **CLAIMS** paid. 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 following is added to YOUR CONTRACT: 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 60 days after your request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

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**, P.O. Box 21647, St. Petersburg, FL 33742. If **WE** fail to perform or make

SAMPLE

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 95790 South Jordan, UT 84095. 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.

District of Columbia: 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 thirty days (30) days after return of this **Contract** to the **Administrator, US or the Seller.**

The "Cancellation" section is amended with the following: Any cancellation fee may not exceed the **lesser** of $50 or 10% of the gross provider fee.

Georgia: The following sentence is amended on the **Declaration Page**: Any material misrepresentations from **You** will result in denial of **Coverage** and the cancellation of this **Contract**. 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.

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

2. Pre-Existing conditions are not covered by this Contract, if known by You.
3. Any loss when the Vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by You.
6. 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 if made by You, Suspension Modification (unless applicable option is selected and paid for), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance, while owned by You.
7. 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.
8. 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, superchargers, nitrous oxide kits, GPS systems, lighting accessories, stereo systems.

The entire "Cancellation" section is amended to include the following: any refunds owed will be paid or credited no more than 30 days from time notice was received by **Administrator**, **Us**, or the seller. Further:

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 within ten (10) days if it was provided to YOU at the time of sale. This provision applies only to the original purchaser.

SAMPLE

Paragraph 1 is further 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: The **LIENHOLDER** may cancel for nonpayment, if the **VEHICLE** is declared a total loss or if the **VEHICLE** is repossessed. In the event of cancellation by the **LIENHOLDER**, the **LIENHOLDER** identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear. This right of cancellation does not confer ownership of this **CONTRACT** to the **LIENHOLDER** or otherwise entitle the **LIENHOLDER** to performance under this **CONTRACT**.

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 **WE** 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 cancelled by **US** after 30 days, 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**, 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.

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.
The **CONTRACT** does not cover failures resulting from normal wear and tear.

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: **2. 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, 1963 Bell Avenue, Suite 100 Des Moines, IA 50315.

The Cancellation section, paragraphs 1 and 3 have been amended by adding the following: A 10% penalty shall be added each month to a refund that is not paid to **You** within 30 days of the return of the **CONTRACT**. The cancellation fee of fifty dollars ($50) is amended in Iowa to instead be either ten percent (10%) of the **CONTRACT** purchase price or fifty dollars ($50), whichever is less. Paragraph 1 is further amended by adding the following: **WE** will mail written notice of cancellation to **You** within fifteen (15) days of notice of the cancellation made by **You**. Paragraph 3 is further amended by adding the following: **WE** will mail written notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation. This provision applies only to the original purchaser.

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: 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 fifteen (15) days prior to cancellation for any reason other than nonpayment of the purchase price, material misrepresentation, or a substantial breach of duties by **You** relating to the **CONTRACT** or its use. 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.

This **CONTRACT** is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this **CONTRACT** may be directed to the Louisiana attorney general.

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. 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 administrative fee, not to exceed ten percent (10%) of the **CONTRACT** purchase price or fifty dollars ($50), whichever is less.

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. 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 administrative fee, not to exceed ten percent (10%) of the **CONTRACT** purchase price or fifty dollars ($50), whichever is less.

SAMPLE

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 it was provided to **YOU** at the time of sale, or twenty (20) calendar days after receipt of the **CONTRACT** if the **CONTRACT** was mailed to **YOU**. This provision applies only to the original purchaser.

The following is added to **YOUR CONTRACT: YOUR CONTRACT** is extended automatically if **WE** fail to perform the services under the **CONTRACT** and the **CONTRACT** does not terminate until the services are provided in accordance with the terms of the **CONTRACT**.

The following is added to **YOUR CONTRACT: MECHANICAL BREAKDOWN** is amended to also include the inability of any covered part to perform the function for which it was designed due to a defect in material, workmanship or normal wear and tear.

The section titled "Insurance" is amended as follows: **OUR** obligations under this **CONTRACT** are insured by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742. If **WE** fail to perform or pay any claim or make any refund or consideration due 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.

The "Arbitration Provision" section is deleted in its entirety. **YOU** may file an action in any court of competent jurisdiction if the obligor breaches any of their duties under Title 14, Subtitle 4 of the Maryland Commercial Law Article.

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:

A. 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.
B. 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.
C. 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.

Paragraph 1 of the "Cancellation" section is deleted and replaced with the following: **YOU** may return this **CONTRACT** within the first 20 days of the date this **CONTRACT** was mailed to **YOU**, or within 10 days if the **CONTRACT** was delivered to you at the time of sale, or within the first thirty (30) days, whichever is longer. If no **CLAIM** has been made, the **CONTRACT** will be voided and **YOU**, or **YOUR** account, will be refunded the full purchase price of the **CONTRACT**. The right to void the **CONTRACT** is not transferrable and applies only to the original purchaser and is allowed only if no **CLAIM** has been made. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **OBLIGOR**. If this **CONTRACT** is canceled after the time above, or if a **CLAIM** has been made, **YOU** may cancel the **CONTRACT** and **YOU** will be refunded 100% of the unearned purchase price calculated on a pro rata basis, less any **CLAIMS** paid and an administration fee of $50 or ten percent (10%) of the gross **CONTRACT** provider fee paid by **YOU**, 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: 1) Nonpayment of the **CONTRACT** purchase price, 2) material misrepresentation by **YOU** to **US**, or 3) a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is canceled by **US** for a reason other than nonpayment of the **CONTRACT** purchase price, **YOU** will be refunded 100% of the unearned **CONTRACT** purchase price calculated on a pro rata basis, less any **CLAIMS** paid and an administration fee of $50 or ten percent (10%) of the gross **CONTRACT** provider fee paid by **YOU**, whichever is less. 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: 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 **OBLIGOR**. Notice of cancellation for consumer cancellation will be provided within 45 days of termination.

SAMPLE

Paragraph 1 of the "Cancellation" section is amended to include the following: If **YOU** cancel this **CONTRACT** within the later of: (1) thirty (30) business days after the date **YOU** were mailed a copy of the **CONTRACT,** (2) (3) thirty (30) business days if it was provided to **YOU** at the time of sale, or (3) thirty (30) days after the purchase date (collectively, the "**free-look period**"), **YOU** will be refunded the entire **CONTRACT** purchase price, minus any **CLAIMS** paid. No administrative fee shall be assessed. If this **CONTRACT** is canceled after the **free-look period**, **YOU** will be refunded one hundred percent (100%) of the unearned pro rata **CONTRACT** purchase price. The refund will be equal to the lesser amount produced using either the number of days the **CONTRACT** was in force, less any **CLAIMS** paid. Further, If this **CONTRACT** is canceled after the after the **free-look period**, an administration fee of fifty dollars ($50) shall also be assessed.

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**, as follows. If **WE** cancel this **CONTRACT** within the **free-look period**, **YOU** will be refunded the entire purchase price, less any **CLAIMS** paid. If this **CONTRACT** is canceled after **free-look period,** the refund will be equal to the lesser amount produced using the number of days the **CONTRACT** was in force, less any **CLAIMS** paid and 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, P.O. Box 21647, St. Petersburg, FL 33742, 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.

Nevada: The **ARBITRATION PROVISION** section has been deleted in its entirety. This **CONTRACT** is not renewable. The transfer fee is reduced to twenty-five dollars ($25).

All references to the term "administration fee" in the **CONTRACT** are changed to "cancellation fee."

If **YOU** are not satisfied with the manner in which the **WE** are handling a claim on the **CONTRACT**, **YOU** may contact the Nevada Commissioner by use of the toll-free number of the Division, at (888) 872-3234.

The **CANCELLATION** section, paragraphs **1** and **3** have been amended with the following: 1. **YOU** may cancel this **CONTRACT** at any time. To initiate a cancellation, please contact the **SELLER** that sold **YOU** this **CONTRACT,** or the **ADMINISTRATOR**, **SELLER** or **US**. If **YOU** cancel this **CONTRACT** within the first thirty (30) days, **YOU** will be refunded the entire **CONTRACT** purchase price. If this **CONTRACT** is canceled after the first thirty (30) days, **YOU** will be refunded the unearned **CONTRACT** purchase price calculated on a pro rata basis, as follows. The refund will be equal to the amount produced using the number of days the **CONTRACT** was in force prior to cancellation and a cancellation fee of twenty-five dollars ($25). If this **CONTRACT** is returned within the first thirty (30) days of purchase and a refund is not credited within thirty (30) days after the return, **WE** shall pay **YOU** a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. No claims or repairs incurred may be deducted from any refund. In the event of cancellation, the **LIENHOLDER** identified on the **DECLARATION PAGE**, if any, will be named on a cancellation refund check as its interest may appear, however, the amount of any refund that may be sent to the LIENHOLDER shall not exceed YOUR outstanding balance on the loan and any other refund amount, if any, shall be sent to **YOU**.

The **CANCELLATION** section, paragraph **3** has been amended with 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; (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**; or (E) a material change in the nature or extent of the required service or repair which occurs after the effective date of this **CONTRACT** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **CONTRACT** was issued or sold. 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. **WE** will not deduct a cancellation fee from **YOUR** refund in such circumstance. 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, however, the amount of any refund that may be sent to the LIENHOLDER shall not exceed YOUR outstanding balance on the loan and any other refund amount, if any, shall be sent to **YOU**.

The **CANCELLATION** section, paragraph **2, 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, unless YOU have paid off YOUR loan in which case the check would be made payable to YOU. However, the amount of refund that may be sent to the LIENHOLDER shall not exceed YOUR outstanding balance on the loan and any other refund amount, if any, shall be sent to YOU.**

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.

The "Cancellation" section is amended with the following: Concerning all references to the administration (cancelation) fee, under no condition will the administration (cancelation) fee exceed $75 or 10% of the **CONTRACT** amount paid by **YOU**, whichever is less.

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 thirty (30) 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 thirty (30) days after return of this **CONTRACT**.

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.

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.

SAMPLE

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 and no cancelation fee or administration fee shall be charged. The refund will be equal to the amount produced using the number of days the **Contract** was in force, less any **Claims** paid.

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. The following is added to **Your Contract**: If **You** have any concerns regarding the handling of Your claim, **You** may contact the New Mexico Office of Superintendent of Insurance at 855-427-5674 or address: 1120 Paseo De Peralta 4th Fl, Santa Fe, NM 87501.

The following is added to **Your Contract**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil penalties.

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 pro-rata refund 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** and **Obligor** is Alpha Warranty Services, Inc., PO Box 95790 South Jordan, UT 84095. The telephone number is 1-800-662.5519. The Oklahoma License Number for the **Obligor**, Alpha Warranty Services, Inc., is 44201508.

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:

Paragraphs 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 twenty-five dollars ($25), whichever is less and (b) the actual cost of any service provided under this **Contract**. The prorated amount 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. **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 following is added to **Your Contract**: any reference to the word "void" is replaced by the word "cancel."

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. 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.

The following sentence is deleted in the "Transfer**"** section: Once transferred, the **Contract** is non-refundable.

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.

Emergency Roadside Assistance is administered by a third party and it will administer claims under this section for benefits, however, Alpha Warranty Services, Inc. is the **OBLIGOR** under this Emergency Roadside Assistance section. All references to a third party providing services are replaced with the **OBLIGOR** providing those services. If **YOU** are dissatisfied with the services of a third party provider please contact the **OBLIGOR**.

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

SAMPLE

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, or (800) 768-3467.

The following is added to **YOUR CONTRACT**: In the event of a dispute with the provider of this contract, **YOU** may contact the South Carolina Department of Insurance, Capitol Center, 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 582.

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, P.O. Box 21647, St. Petersburg, FL 33742. 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 (46th) 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.

The definition of **COMMERCIAL USE** is deleted and replaced with the following: **Commercial Use** includes, but is not limited to, a **VEHICLE** used in farming, agricultural, ranching, construction, transportation of persons or property for hire, route sales, route service, inspections, examinations, maintenance, repair, gardening, lawn care, carrying personal tools to the job site or a **VEHICLE** that advertises a commercial enterprise with signage. **COMMERCIAL USE** may result in a cancelation of this **CONTRACT** pursuant to Utah law.

Vermont: The following is added to **YOUR CONTRACT**: **YOU** have the right to return or void this **CONTRACT**: **YOU** may return and cancel this **CONTRACT** within (1) the first thirty (30) days after the effective day, or (2) twenty (20) calendar days after the date **WE** mail or provide a copy of the **CONTRACT** to **YOU**, whichever is later. 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.

Virginia: 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 Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

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: Despite the normal procedure for cancellations, if **YOU** cancel this **CONTRACT** because of a total loss of the **VEHICLE, YOU** will be refunded the unearned purchase price calculated on a pro rata basis. The refund will be produced using the number of days the **CONTRACT** was in force, and less any **CLAIMS** paid. Paragraph 1 of the "Cancellation" section is further 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

SAMPLE

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 cancelation 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, P.O. Box 21647, St. Petersburg, FL 33742. 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, P.O. Box 21647, St. Petersburg, FL 33742 for reimbursement, payment, or provision of the service. Please call 1-866-306-6694 for instructions.

Wyoming: 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.

The **CANCELLATION** section has been amended as follows: Paragraph **1** has been amended by adding the following: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to **US** and only to any cancellation received within the first thirty (30) calendar days after the date **WE** mailed a copy of the **CONTRACT** to **YOU**. This provision applies only to the original purchaser. Paragraph **3** has been amended by adding the following: If **WE** cancel this **CONTRACT, WE** will mail written notice of cancellation at least ten (10) days prior to the effective date of cancellation for any reason other than nonpayment of the **CONTRACT** purchase price, material misrepresentation or substantial breach of duties.

SAMPLE

ALPHA™ WARRANTY SERVICES

SiriusXM

SIRIUSXM RADIO TRIAL SUBSCRIPTION

Because you selected and purchased a contract with Alpha Warranty Services, Inc., you may be eligible to receive a complimentary 3-month trial subscription through Sirius XM Radio, Inc. Not only can you enjoy a wide variety of entertainment in your SiriusXM-equipped vehicle, but you can also enjoy SiriusXM on your phone and online, where you can create your own ad-free Personalized Stations Powered by Pandora, hear over 100 ad-free Xtra channels of music, watch SiriusXM video, and more. It's all included in your trial, and it's at no cost to you. Accordingly, Alpha Warranty Services, Inc. may share the following information about you to Sirius XM Radio, Inc: name, address, phone number, email, VIN and details about your vehicle (including date of purchase, price and mileage), contracting information with us, lienholder and loan information, and the dealership where the vehicle was purchased.

OFFER DETAILS

Eligible customers who purchase a contract through Alpha Warranty Services, Inc., in connection with a pre-owned SiriusXM-equipped vehicle with factory-installed satellite radio, may receive a 3-Month SiriusXM trial subscription (a $21.99/mo value), PLUS complimentary activation (an additional $15 value). The SiriusXM trial subscription is available only on vehicles with factory-installed satellite radio. Ineligible customers include but are not limited to a customer who may have received a SiriusXM trial subscription with their vehicle purchase through a dealer or other Sirius XM promotional program, or customers who do not have a SiriusXM-equipped vehicle. One trial subscription per vehicle. Trial subscription terms of service subject to change. This SiriusXM trial subscription cannot be combined with any other and may be modified or terminated at any time. This SiriusXM trial subscription terms of service subject to change. One trial subscription per vehicle owner. Your SiriusXM service will automatically stop at the end of the stated trial subscription term unless you decide to subscribe. If you decide to continue service, the paid subscription plan you choose will automatically renew and you will be charged the rate in effect at that time according to your chosen payment method. Fees and taxes apply. Please see the Sirius XM Radio, Inc., Customer Agreement and Privacy Policy at www.siriusxm.com for complete terms and how to cancel, which includes calling SiriusXM at 1-866-635-2349. SiriusXM may contact you at the by phone, mail or email with special offers from time to time and to discuss subscription offers. If you have a preference on how SiriusXM contacts you, call SiriusXM or set up and manage your preferences online at siriusxm.com/myaccount. © 2020 SiriusXM Radio Inc. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. Other marks, channel names and logos are the property of their respective owners. All rights reserved. All rights reserved. All Rights Reserved by Alpha Warranty Services, Inc. For the privacy policy of Alpha Warranty Services, Inc., please see: https://www.alphawarranty.com/.

CALIFORNIA RESIDENTS ONLY. Pursuant to the California Consumer Privacy Act (CCPA), to exercise your privacy choice and opt out, you can go to the following: www.siriusxm.com/ccparequest_DoNotSellMyInfo

- CCPA applies to California residents only.
- Requesting "Do Not Sell" will not prevent future communications to you from us.

CCPA provides for certain disclosures about your rights and the personal information we collect, sell, and disclose for a business purpose. To view this information, the CCPA at https://www.siriusxm.com/wo/pdf/CCPA-Specific-PP-Disclosures-Eng.pdf. For additional information regarding Sirius XM's privacy practices, see https://www.siriusxm.com/phx/privacy-policy

Right to Opt-Out. You have the right, at any time, to direct Sirius XM not to sell your personal information. To opt out, please complete the form at : www.siriusxm.com/ccparequest_DoNotSellMyInfo. You may also call 1-888-539-SIRIUS (1-888-539-7474) or 1-800-XM-RADIO (1-800-967-2346). You may also contact Alpha Warranty Services, Inc. with your privacy choice, see: https://www.alphawarranty.com/pdf/CaliforniaFinancialPrivacyAct.pdf.

SAMPLE