



NEW CAR PROGRAM  
**ALPHA WARRANTY SERVICES, INC**  
 P.O. Box 593 • Draper, Utah 84020  
 Phone **800-662-5519** • Fax 801-571-8964

**\*\*\*EMERGENCY ROADSIDE ASSISTANCE\*\*\***  
 Call toll-free **800-451-0459**

Seller \_\_\_\_\_ Purchase Date \_\_\_\_\_  
 Phone \_\_\_\_\_ Lienholder \_\_\_\_\_  
 Customer \_\_\_\_\_ Year \_\_\_\_\_  
 Address \_\_\_\_\_ Make \_\_\_\_\_  
 City, State & Zip \_\_\_\_\_ Model \_\_\_\_\_  
 Phone \_\_\_\_\_ VIN # \_\_\_\_\_  
 Service Contract Price \_\_\_\_\_ Mileage \_\_\_\_\_  
 Vehicle Price \_\_\_\_\_ Contract ID \_\_\_\_\_

**TERMS AND CONDITIONS OF ALPHA WARRANTY SERVICES CONTRACTS:**

This Agreement is effective as of the date and time it is received by Alpha Warranty Services on the condition that the completed and executed Agreement with payment by financing cash, credit card, or check is postmarked within five days of the purchase date. This Agreement terminates at the expiration of the day or miles agreed to or as of the date the Vehicle is sold, whichever occurs first. Minimum purchase price of \$3,000 per Vehicle.  
 It is expressly understood that the Obligor may wish to contact the purchaser before any authorization is given. On any approved claim(s), the purchaser shall pay the **\$100 deductible** fee per repair visit, unless an optional deductible is chosen and the surcharge is paid or as stated otherwise under contract benefits.  
 For emergency claim reimbursement, fax a copy of the completed invoice to Alpha Warranty Services for review. You cannot rely on representations (oral or written) from anyone with respect to coverage under this service 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.

PLAN TYPE	TERM OF PLAN
<input type="checkbox"/> Full Coverage <b>See Page 2 For Coverage Details</b>	<b>FULL COVERAGE (MILEAGE IS ON ODOMETER*)</b> <input type="checkbox"/> 3 Years or 50,000 Miles <input type="checkbox"/> 3 Years or 75,000 Miles <input type="checkbox"/> 4 Years or 55,000 Miles <input type="checkbox"/> 4 Years or 100,000 Miles <input type="checkbox"/> 5 Years or 60,000 Miles <input type="checkbox"/> 5 Years or 100,000 Miles <input type="checkbox"/> 6 Years or 65,000 Miles <input type="checkbox"/> 6 Years or 100,000 Miles

\*On Odometer: Contract expires when the vehicle reaches the specified mileage on the vehicle's odometer or the expiration of the day agreed to or as of the date the Vehicle is sold, whichever occurs first.

<b>SURCHARGES:</b> <input type="checkbox"/> Diesels <input type="checkbox"/> Turbo/Twin Turbo/Supercharger <input type="checkbox"/> V-10 Engine <input type="checkbox"/> 4WD/AWD Vehicles <input type="checkbox"/> One Ton Vehicles	<b>DEDUCTIBLE</b> <input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100
<b>ROADSIDE ASSISTANCE</b> <input type="checkbox"/> Full Term	<b>OPTIONS:</b> <input type="checkbox"/> Navigation/Radio <input type="checkbox"/> Lift Kit/Tire Modification <input type="checkbox"/> Wear and Tear <input type="checkbox"/> Commercial Use <input type="checkbox"/> <b>NEW: All Contract terms are measured from the sale date of the Contract and begin at zero (0) miles.</b>

**EMERGENCY ROADSIDE ASSISTANCE – Call toll-free 1-800-451-0459**

- Lockout Services:** If You lose Your keys or are unable to unlock Your Vehicle You will be entitled to \$100.00 toward the cost of a locksmith.
- Flat tire:** Provider will dispatch a serviceperson to change Your Vehicle's damaged tire to a usable spare.
- Fuel at No Charge:** You will be provided (3) three gallons of fuel at no charge to You - enough to get You to safety.
- Dead Battery:** Provider will clean off Your battery cables and jump start Your car.
- Towing:** When towing is necessary, Vehicle is towed to the selling dealer or the nearest authorized service facility within 25 miles. Provider will pay \$100.00 toward winching service if needed to relocate Your Vehicle to a safe place.
- 24-Hour Assistance:** When You're on the road, the provider can get an emergency message to loved ones or receive them for You during weather or roadside emergencies. Provider will also make arrangements to transport You up to 150 miles when Your Vehicle is disabled.
- To Obtain Service:** Please call direct to obtain Emergency Roadside Service at 1-800-451-0459. Service will provide a locksmith if such service is deemed necessary; however, service must make all judgments as to the necessity of such service. Service response will be prompt. Service cannot be held responsible for delays that are caused by actions beyond our control, including, but not limited to, severe weather or traffic conditions.

Subject to the terms and conditions set forth in this Contract the Obligor agrees to pay for the replacement or repair of parts listed in the coverage set forth above, if those parts suffer a Mechanical Breakdown. Under no circumstances shall the Obligor be liable to the purchaser 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 the Contract Holder will void this Agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This service contract gives You specific legal rights, and You may also have other rights that vary from state to state. THIS IS NOT AN INSURANCE POLICY. You understand the purchase of this coverage is not required to 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 parties acknowledge that this contract is between the Obligor and the purchaser named above. The seller named above is responsible to send payment to the Obligor and a copy of the contract to put the service 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 Agreement. The purchaser acknowledges that at the time of signing this service contract he or she has inspected the Vehicle and that it is in good working order. YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS SERVICE CONTRACT.

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

\_\_\_\_\_  
 Purchaser's acceptance of the above terms

**PLAN COVERAGE**

**FULL COVERAGE (INCLUDES ROADSIDE ASSISTANCE)**

The Mechanical Breakdown of any Vehicle components, except for the exclusions listed under "What is Not Covered."

**WHAT TO DO IN CASE OF A BREAKDOWN**

Use all reasonable means to protect the Vehicle from further damage. 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 Obligor. 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.

Contact the Obligor to verify if a contracted repair facility exists in Your area. If We do not have a contracted repair facility in Your area, You shall have the right to recommend a repair facility which recommendation Alpha Warranty Services shall make every reasonable effort to honor. However, Alpha Warranty Services 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 Alpha Warranty Services 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 Obligor prior to any repair.

**CONTRACT HOLDER OBLIGATIONS**

In order for this Contract to remain in force, and to avoid denial of a claim because of improper maintenance, the Contract Holder is required to follow the Vehicle manufacturer's required maintenance schedule. Some Vehicle manufacturers require that the timing belt be changed at a specific interval. (See MAINTENANCE section for details)

The Contract Holder must keep and make available verifiable, signed service/purchase receipts (no handwritten receipts) which show that all maintenance has been performed within the time and mileage limit requirements. The Contract Holder is responsible to verify that the repair facility has obtained an authorization code prior to any repairs. Contract Holder is responsible to inform the repair facility of the terms and conditions of this Contract before any repair work is performed.

The Contract Holder is 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 Obligor will cover such diagnostic and/or teardown charges per approved claim, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to \$65). If the failure is not a covered breakdown, the Contract Holder is responsible for payment of such tear down or diagnosis.

**Contract Benefits – \$100 Deductible: Full (unless applicable surcharge is applied)**

**Labor Coverage:** The labor required to repair or replace all parts covered under this service contract shall be as defined in the ALLDATA® software. Obligor will also cover diagnostic and/or teardown charges per approved claim, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to \$65).

**Rental Coverage:** Obligor will cover 1 day of rental for every 4 hours of covered labor and 1 day of rental for every 8 hours of covered labor thereafter (as defined in the ALLDATA® software). The vehicle must be retained overnight at the repair facility in order to qualify for rental coverage. Downtime waiting for parts or scheduling for service is not included. Obligor will reimburse purchaser up to \$35 per day. The total rental coverage cannot exceed \$175. Receipts will only be accepted from licensed rental car agencies.

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Seller's signature

\_\_\_\_\_  
Purchaser's acceptance of the above terms

#### WHAT IS NOT COVERED

1. **COVERAGE IS AFFORDED AFTER 30 DAYS AND 1000 MILES FROM THE EFFECTIVE DATE AND MILEAGE OF THIS CONTRACT. FAILURE(S) THAT OCCUR WITHIN THIS PERIOD ARE CONSIDERED A PRE-EXISTING CONDITION AND ARE NOT COVERED.**
2. Repair work performed without the authorization of the Obligor.
3. Any loss when the Vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken.
4. Incidental or consequential damages or loss caused by a breakdown of components (or otherwise) including property damage, personal injury, inconvenience, and loss of Vehicle use. Punitive damages are also expressly excluded. Covered components when damage is caused by non-covered components. Damage caused by torn boots.
5. Repairs covered by the manufacturer warranty on the covered Vehicle, manufacturer recalls, and factory service bulletins. Any warranty on parts and/or labor from any party other than the Obligor supersedes this Contract. If the Vehicle or specific components on the Vehicle have 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. Contract Holder hereby assigns to Obligor and Administrator any rights that it may have with respect to manufacturer's warranties or recalls in relation to covered repairs and agrees to assist Administrator in relation to any such claims.
6. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, misuse, negligence, exposure, alterations, lift-kits and oversized tires (unless option is applied), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by causality insurance.
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. Any repair required due to normal wear and tear (unless option is applied).
8. Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to loss of fluids, regardless of the cause of the loss of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, freon, power steering fluid, or axle grease.
9. Covered components that are still performing the function for which they were designed.
10. Any repair to valves or worn piston rings where the malfunction is low compression and/or oil consumption.
11. 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. Examples include, but are not limited to: suspension lift kits (unless applicable option is applied), superchargers, nitrous oxide kits, GPS systems, lighting accessories, and stereo systems.
12. Manual transmission claims will not be covered if, at the time of failure, the clutch components are worn to the extent that replacement is required.
13. Pre-existing conditions are not covered by this service contract.
14. Tires, rims, batteries, all glass, lenses, sealed beams, light bulbs, brake rotors and drums, shock absorbers, exhaust components, catalytic converter, charcoal canisters, door handle assemblies, speakers, telephones, televisions, AM/FM radio/cassette/CD players exceeding three hundred dollars (\$300) repair or replacement costs, GPS/Navigation systems exceeding three hundred dollars (\$300) repair or replacement costs, combination GPS/navigation & radio units exceeding three hundred dollars (\$300) repair or replacement costs (navigation and radio are covered up to MSRP if option is applied), DVD players, game centers, audio/video equipment, radar detectors, touch screens and/or voice activated accessories, voice recognition systems, safety restraint systems to include airbags and related components, fusible links and fuses, light assemblies, shop supplies, handling fees, tire pressure monitoring sensors, hazardous waste charges, bolts, screws, nuts, washers.
15. Any normal maintenance parts replacement or service including but not limited to: tune-ups, carburetor adjustments, oil changes, chassis lubrication, engine adjustments, fuel system cleaning, repairs related to fluid contamination, spark plugs and wires, glow plugs, alignments including adjustments/alignments to Covered Repairs, wheel balancing, positive crankcase ventilation valves, filters, belts, hoses, constant velocity and double offset joint seals, boots, brake linings or pads, manual clutch assemblies, friction disc, throwout bearings, pressure plate, manual hydraulic linkages, the following emission components: purge or vent sensors/solenoids/valves, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors, gas cap/filler neck, programming and reflashing of modules and other electronics unless in conjunction with a Covered Repair. Air conditioning evacuation, recharge and/or conversion are not covered unless in conjunction with a Covered Repair.
16. Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body, door and glass alignment, weather strips, trim moldings, bright metal, chrome, upholstery, carpet, paint, outside ornamentation, bumpers, sheet metal, vinyl and convertible tops and assemblies, door hinge assemblies.

#### LIMITS OF LIABILITY

The aggregate total of all pending and paid claims cannot exceed the NADA retail value according to vehicle condition of the covered Vehicle at the time of repair.

#### TRANSFER

Upon the sale of the Vehicle by the original purchaser of this Agreement, this contract may be assigned to a new purchaser of the Vehicle (only private parties) only after a written request including the new purchaser's name, address and phone number and all maintenance records performed on the vehicle from time of original contract purchase date are sent to and approved by Alpha Warranty Services along with an assignment fee of \$100.00 paid to Alpha Warranty Services in advance of the assignment. Transferred Contracts are non-refundable.

#### INELIGIBLE VEHICLES

Any vehicle with an NADA Retail Value of \$3,000 or less, Acura NSX, Alfa Romeo, Aston Martin, Bentley, BMW Z8, Cadillac HT 4100, Daewoo, Delorean, Dodge Sprinter, Dodge Stealth, Dodge Viper, any exotic car, electric vehicles, Ferrari, Fisker, GMC Typhoon, grey market cars, Jensen, Lamborghini, Lancia, Land Rover, Lincoln Blackwood, livery vehicles, Lotus, Maserati, mileage unknown, Mitsubishi 3000 GT, Nissan 300zx, Range Rover, Rolls Royce, Saleen, Spyker, any modified vehicle, any vehicle equipped with a 12 cylinder engine or larger, any vehicle equipped with dual rear axles, any vehicle exceeding one ton, any vehicle with oversized tires in excess of +5% (unless applicable option is applied), any vehicle with a salvage/rebuilt/junk title, any manufacturer buyback, taxis, buses, city and state owned vehicles, or any vehicle used for commercial purposes (unless applicable option is applied).

#### CANCELLATION

The purchaser may cancel this Agreement by first notifying the seller where the Agreement 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 Alpha Warranty Services. Cancellation requests with incomplete information will not be processed.

If the purchaser cancels this Agreement within the first thirty (30) days, Alpha Warranty Services will refund the entire wholesale purchase price, less any claims paid. If this Agreement is canceled after the first thirty (30) days, Alpha Warranty Services will refund the unearned wholesale purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement 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). The seller is responsible for their portion of the service contract refund.

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

Alpha Warranty Services may cancel this Agreement based on one or more of the following reasons: (A) nonpayment of the Agreement purchase price by the purchaser or seller; (B) a material misrepresentation made by the purchaser or seller; or (C) a substantial breach of duties by the purchaser or the seller relating to the Vehicle or its use. If this Agreement is cancelled by Alpha Warranty Services, the refund will be the unearned wholesale purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50). The seller is responsible for their portion of the service contract refund. Your state may differ; see State Endorsements.

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Seller's signature

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Purchaser's acceptance of the above terms

## DEFINITIONS

4WD/AWD Vehicles Surcharge Obligor	Surcharge that when applied, extends coverage to covered parts of 4WD/AWD automobiles. Refers to Alpha Warranty Services, P.O. Box 593, Draper, UT 84020.
Agreement, Contract	Refers to this Service Contract.
Commercial Use Option	Option that when applied extends coverage to vehicles used for commercial purposes which include but are not limited to business travel, company pool, pick-up and delivery service, rental, or advertising. Any vehicle with any of the following feature(s) is not eligible for the Commercial Use Option: 4WD, AWD passenger vehicle, four-wheel steering, turbo/supercharger, diesel, snow plow, power take off (PTO).
Contract Lienholder	Refers to the entity (if any) that has made a loan to You to finance this contract.
Coverage	Refers to the coverage afforded under this contract.
Covered Repair	Refers to a repair or replacement of any covered part(s) approved by the Obligor.
Deductible	Refers to the Deductible amount You will need to pay as shown above, per repair visit.
Diesel Surcharge	Surcharge that when applied, extends coverage to covered parts of diesel automobiles.
Lift Kit/Tire Modification Option	Option that when applied extends eligibility to vehicles with a maximum of 4 inches (both height and width) larger than the manufacturer specifications of professionally installed suspension lifts and oversized tires (does not cover the lift kit).
Mechanical Breakdown	The inability of any covered component to perform the function for which it was designed. Mechanical Breakdown does not include the gradual reduction in operating performance where a failure has not occurred.
Navigation/Radio Option	Option that when applied covers the OEM factory installed navigation and radio units up to MSRP.
Pre-existing	A condition and/or failure normally manifested through the gradual reduction in operating performance or whose condition may reasonably be assumed to have existed prior to the sale date/miles of this contract or prior to the expiration of the pre-existing period. This includes any part that was broken, worn beyond serviceable limits, or making noise at the time of purchase. Any component 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 service contract. Failures or breakdowns resulting from pre-existing conditions are the responsibility of the service contract purchaser.
Turbo/Twin Turbo Surcharge Vehicle	Surcharge required since the turbo and twin turbo put greater stress on covered powertrain components.
Vehicle Lien holder	Refers to the Vehicle covered by this Contract, as identified on the front of this Contract.
Wear and Tear Option	Refers to the entity (if any) that has made a loan to You to finance the Vehicle, as identified on the front of this contract. Surcharge that when applied, repairs or replaces any covered part that wears beyond the auto manufacturer's recommended tolerances.
We, Us, and Our	Refers to Obligor.
You, Your, Contract Holder	Refers to the purchaser of this Contract.

## MAINTENANCE

To obtain the benefits provided under this service contract, it is the responsibility of the Contract Holder to have the engine oil and engine oil filter changed by a licensed service/repair facility according to manufacturer's specifications as outlined in the Vehicle owner's manual. The manufacturer's recommended service schedule will be considered the maximum allowable interval between maintenance services required by this Contract. If the manufacturer of Your vehicle does not have a written maintenance schedule for oil changes then the maximum allowable interval between oil changes must not exceed six (6) months or six thousand (6,000) miles. In addition, You must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) (severe maintenance schedule may need to be followed if conditions apply) as outlined in the Vehicle owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs 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 Obligor with the following information on the day the service is completed: repair facility performing the service, services performed, date of service, and mileage at service. Handwritten receipts will not be accepted if the Obligor is not contacted at the time of the service.

Initial

## TRANSFER OF MANUFACTURER'S WARRANTY

The purchaser of this Agreement is responsible for the transfer and payment of applicable transfer fees to retain all manufacturer's warranties available on Your Vehicle. Failure to transfer the manufacturer's warranty can result in non-payment of Your claim where the manufacturer's warranty would normally be in effect if transfer had been made. Alpha Warranty Services coverage begins at the end of the Manufacturer's warranty.

## MECHANICAL BREAKDOWN COVERAGE

Repairs will be made with parts of the like kind and quality as determined by the Obligor. It is expressly understood that replacement parts and/or components NEED NOT BE NEW, but may be "used" or "rebuilt" as determined by the Obligor and will be guaranteed serviceable. A breakdown is described as the failure of a part because of the clear defect therein rendering the covered part incapable of performing the function for which it was designed. REDUCED OPERATING PERFORMANCE DUE TO WEAR AND TEAR IS NOT A MECHANICAL BREAKDOWN AND IS NOT COVERED BY THIS SERVICE CONTRACT (unless optional surcharge is applied).

## DUTY OF PURCHASER WHEN MECHANICAL BREAKDOWN OCCURS

When a Mechanical Breakdown occurs, the purchaser shall protect the Vehicle, whether or not such Mechanical Breakdown is covered by this service contract. Any further damage to covered or non-covered parts of the Vehicle due to purchaser's failure to protect shall not be recoverable under this service contract. Continued operation of the Vehicle after any mechanical failure shall in all cases constitute a failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after mechanical failure. Other acts of neglect by the purchaser may constitute a failure to protect. Regular maintenance service as recommended by the Vehicle manufacturer is a condition of this service contract.

The limits of Alpha Warranty Services 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 Vehicle service contract at prevailing retail labor rates, using parts of the like kind and quality, which may include serviceable used parts or remanufactured parts, as customarily used in the automobile industry." "Reasonable Costs" are also limited to charges necessary to correct the actual cause of a covered Mechanical Breakdown. Repair cost not necessary to correct the covered Mechanical Breakdown, but which are recommended as part of the overall repair is considered "Betterment" and will not be covered. Charges must not exceed the Manufacturer's published parts prices as suggested list, and the labor hours must not exceed the published industry-standard times to repair or replace the covered part(s) according to All-Data® software. All covered components must be factory installed OEM parts.

PURCHASER AND VENDOR ACKNOWLEDGE THAT ANY ACTION OR PROCEEDING AGAINST THE OBLIGOR SHALL BE SUBJECT TO THE JURISDICTION OF, AND SHALL HAVE THE VENUE IN THE DISTRICT COURT LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH IF ALLOWED BY STATE LAW.

## INSURANCE

Our obligations under this Agreement are insured by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. If We fail to perform or make payment under the terms of the Agreement 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. [To review the General Privacy Policy of United Service Protection Corporation, [an Assurant Solutions company], please visit [<http://www.assurantsolutions.com/privPolGeneral.html>].]

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Seller's signature

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Purchaser's acceptance of the above terms

## STATE ENDORSEMENTS

### Alabama

The following sentence is added to the section entitled "Cancellation":

"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 Selling Dealer receives Your request for cancellation". An administration fee of \$25, rather than \$50, will be charged in the event of cancellation.

### Alaska

GENERAL PROVISIONS – WHAT IS COVERED:

"This Contract does provide Coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially".

GENERAL PROVISIONS – WHAT IS NOT COVERED:

"This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract), and attorney's fees".

### Arizona

The section entitled "CANCELLATIONS":

1. Claims Incurred or Paid will not be deducted from your refund.
2. We will not cancel or void your service contract due to:
  - a. Acts or omissions by us, our assignees or subcontractors for 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.

DEFINITIONS;

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.

### Arkansas

The following statement is added to YOUR vehicle service contract: It is not required that YOU purchase a motor vehicle service contract to obtain financing for a new motor vehicle.

### Connecticut

Connecticut Public Act 97-393, Laws 1987, requires an automobile dealer to provide a warranty covering classes of motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The vehicle you have purchased may be covered by the 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.

You have the right to cancel this Agreement if the vehicle is sold, lost, stolen, or destroyed.

GENERAL PROVISIONS – Resolution of Disputes:

A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the Contract. If the Contract is for less than one year, the Contract shall automatically be extended until such time as repairs authorized by the Obligor have been completed on the Approved Vehicle.

### Hawaii

Hawaii Revised Statutes requires an automotive dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 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.

### Idaho

1. The following sentence is added at the top of the first page of this Contract:

"Purchase of this Contract is not required wither to purchase or to obtain financing for a motor vehicle."

2. Coverage afforded under this contract is not guaranteed by the Idaho Insurance Guarantee Association.

### Illinois

The section entitled "Cancellation":

"You will be entitled to a full refund of the Contract Price if You provide a written notice of cancellation to the Selling Dealer within the first thirty (30) days after the Contract purchase date, and if You have not filed a claim under this Contract. If You provide a written notice of cancellation to the Selling Dealer after the first thirty (30) days after the Contract purchase date, or if We or the Lien Holder cancels this Contract at any time, You will be entitled to a prorated refund of the Contract Price based on the greater of the number of days the Contract was in force or the miles driven compared to the total time or mileage specified on the first page of this Contract under "Coverage Term," less a cancellation fee equal to the lesser of \$25.00 or ten percent (10%) of the amount of the prorated refund, and minus the amount of claims paid under this Contract."

### Indiana

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract.

### Louisiana

This is a dealer obligor state and as such this is a dealer obligor service contract. This agreement is between you and the selling dealer. The Obligor has no liability.

### Massachusetts

This is a dealer obligor state and as such this is a dealer obligor service contract. This agreement is between you and the selling dealer. The Obligor has no liability. NOTICE TO PURCHASER: 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 AGREEMENT.

Chapter 90, Section 7N ¼ of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides Coverage for 60 days or 2,500 miles, whichever occurs first.  
Used vehicles with 80,000 miles or more but less than 125,000 miles at time of sale  
Provides Coverage for 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 Coverages listed below are provided to You by the dealer at no charge as required Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used Vehicles with less than 36,000 miles at the time of sale

Provides Coverage for 60 days or 25,000 miles, whichever occurs first.

Used Vehicles with 36,000 miles or more but less than 75,000 at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds, Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Calipers; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only when vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above Coverages are excluded from this Contract during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

#### Missouri

This is a dealer obligor state and as such this is a dealer obligor service contract. This agreement is between you and the selling dealer. The Obligor has no liability.

#### Nevada

1. A service contract is void and WE shall refund to YOU the purchase price of the service contract if YOU have not made a claim under the service contract and YOU return the service contract to US;
  - a. Within 20 days after the date that WE mail a copy of the service contract to YOU;
  - b. Within 10 days after YOU receive a copy of the service contract if WE furnish YOU with a copy at the time the contract is purchased; or
  - c. Within a longer period specified in the service contract.
2. YOUR right to return this service contract pursuant to this section applies only to the original purchaser of the service contract.
3. It is YOUR right as a service contract holder to return this service contract pursuant to this section.
4. This service contract is not renewable.

#### CANCELLATION

1. Except as otherwise provided, if YOU cancel this service contract pursuant to the provisions, WE shall refund YOU the portion of the purchase that is unearned by US. WE may deduct any outstanding balance on YOUR account from the amount of the purchase price that is unearned by US when calculating the amount of the refund, and no cancellation fee will be imposed.
2. Except as otherwise provided in this section, if a holder who is the original purchaser of the service contract submits to US a request in writing to cancel the service contract in accordance with the terms of the contract, then WE shall refund to the holder the portion of the purchase price that is unearned by US.
3. If YOU request the cancellation of a service contract pursuant to these provisions, WE may impose the cancellation fee that is provided for the terms of the service contract.
4. When calculating the amount of a refund pursuant to these provisions WE may deduct from the portion of the purchase price that is unearned by:
  - a. Any outstanding balance on YOUR account; and
  - b. Any cancellation fee imposed pursuant to these provisions.
5. The cancellation of YOU Service Contract goes into effect 15 days after the notice of cancellation is mailed to YOU.

#### New Jersey

This is a dealer obligor state and as such this is a dealer obligor service contract. This agreement is between you and the selling dealer. The Obligor has no liability.

#### New York

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles but less than 80,000 miles at the time of the sale

Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 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.

#### North Carolina

If this Contract is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins less claims paid and less an administration fee of twenty-five dollars (\$25.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### Oklahoma

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

#### CANCELLATION:

If this Contract is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid to Alpha Warranty Services. If this Contract is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date of Coverage begins. An administration fee of 10% of the pro-rata refund amount will be applied if this Contract is cancelled by You. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### Oregon

"If a Covered Part has a Covered Breakdown at any time outside of Claims Department regular business hours, You may take one of the following steps:

Wait until regular business hours and then follow the normal claims procedure outlined above; or

Authorize and pay for any teardown or diagnostic time needed to determine whether Your Vehicle has a Covered Breakdown. If You reasonably determine that You have a Covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying the repair. You must then call the Obligor during the next available regular business hours so that the Obligor may determine whether there was a Covered Breakdown, then We will pay You in accordance with the terms and conditions of this Contract."

#### Rhode Island

Section 31-5.4 of Rhode Island General Business Law requires an automobile Dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with 36,000 miles or less at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 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.

#### South Carolina

If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date Coverage begins less claims paid. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as their interest may appear. IF THE CONTRACT HOLDER HAS NOT BEEN PAID FOR A VALID CLAIM AFTER 60 DAYS, SAID HOLDER CAN DIRECTLY CONTACT THE SOUTH CAROLINA DEPARTMENT OF INSURANCE, P.O. BOX 100105, COLUMBIA 29202-3105, www.doi.state.sc.us, 1-800-768-3467.

#### Utah

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association.

#### Virginia

The definition of "We," "Us," and "Our" under Important Definitions on the front page of this Contract is replaced with the following:

"We," "Us," and "Our" refers to the Obligor.

#### Washington

The implied warranty of merchantability on the motor vehicle is not waived if this Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle.

CANCELLATION:

All requests for cancellation shall be made to the SELLING DEALER in writing. Upon receipt of the required information (listed below), Alpha Warranty Services will:

- a) Calculate and determine the pro-rata refund percentage based on time and mileage, whichever refund is less.
  1. If a request is made within sixty (60) days of purchase, a full refund will be allowed.
  2. If a request is made after sixty (60) days of purchase, a pro-rate refund percentage figure will be provided.
  3. After sixty (60) days, the refund will be 90% or the pro-rated unearned premium.
- b) The OBLIGOR agrees to pay the pro-rate unearned refund.
- c) All cancellations after sixty (60) days are subject to a fifty dollar (\$50.00) processing fee and the deduction of any paid AND pending claims.

The purchaser may cancel this contract in the FIRST thirty (30) days by returning it to the Selling Dealer.

The purchaser may cancel this contract AFTER thirty (30) days by providing the following information to the SELLING DEALER:

- a) Basic customer information: name address, phone number, and reason for cancellation.
- b) A federal odometer statement or notarized affidavit verifying mileage at time of request.
- c) If repossessed, supply a copy of repossession papers.
- d) If totaled, supply a copy of insurance company's verification of loss.
- e) If lien has been paid, supply discharge of lien from lien holder.

In the event that the cost of this Agreement is part of a retail sales contract, then the dealership shall be the sole payee of any refund check.

In the case of a total loss or repossession, the lien holder shall be the sole payee of any refund check.

CLAIM NOTIFICATION:

You may make a direct claim against (American Bankers Insurance Company of Florida)

#### West Virginia

You may cancel this Contract at any time within the first ninety (90) days after the Contract purchase date by contacting the Selling Dealer. After that ninety (90) day period, this Contract may be cancelled only by Us or the Lienholder as specified herein.

#### Wyoming

I. The following replaces the section titled "CANCELLATION":

The purchaser may cancel this Agreement by first notifying the seller where the Agreement 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 Alpha Warranty Services. Cancellation requests with incomplete information will not be processed.

If the purchaser cancels this Agreement within the first thirty (30) days, the Administrator will refund the entire Agreement purchase price, less any claims paid. No cancellation fee will be assessed if cancelled within the first thirty (30) days. The right to cancel the service contract is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to cancellation. 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 cancellation of the service contract. If this Agreement is canceled after the first thirty (30) days, Alpha Warranty Services will refund the unearned wholesale purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement 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). The seller is responsible for their portion of the service contract refund.

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

Alpha Warranty Services may cancel this Agreement based on one or more of the following reasons: (A) nonpayment of the Agreement purchase price by the purchaser or seller; (B) a material misrepresentation made by the purchaser or seller; or (C) a substantial breach of duties by the purchaser or the seller relating to the Vehicle or its use. If this Agreement is cancelled by Alpha Warranty Services, the refund will be the unearned wholesale purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50). The seller is responsible for their portion of the service contract refund.

The Provider shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder. The notice shall state the effective date of the cancellation and the reason for the cancellation. The selling dealership is not considered a party to the service contract. Therefore, it is the sole responsibility of the Administrator to provide the full refund if the Seller is unable. A lender or lien-holder may only be named on any refund check as an additional interest.

II. Any action or proceeding shall be subjected to the jurisdiction of, and shall have the venue of the state of Wyoming.