DECLARATION PAGE

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	
Mailing Address	City	State	Zip Code

Seller Information			
Name		Phone	
Mailing Address	City	State	Zip Code

Vehicle Information			
Make	Model	Year	VIN # (must be 17 digits)
Vehicle Purchase Price	Current Odometer Reading		Lienholder

Vehicle Service Contract Information		
Plan Coverage ☐ A+ (A1-A12) ☐ A+ Electric (E1-E10)	**Plan Term** ________ Months and Unlimited Miles	
Surcharges: ☐ 4WD or AWD Vehicle ☐ Turbo or Supercharger		**Roadside Assistance** ☐ Full-Term
Options: ☐ Commercial Use ☐ Day One Coverage ☐ Lift Kit & Tire Modification ☐ Enhanced Seals & Gaskets ☐ Service Drive ☐ Drive Battery Pack ☐ Hi-Tech ☐ A+ Enhanced ☐ A+ Electric Enhanced		**Deductible** ☐ $100 ☐ $0 ☐ Disappearing
Contract Purchase Price:	**Contract Purchase Date:**	**Contract Number:**

TERMS AND CONDITIONS

The **Obligor** under this **Vehicle Service Contract ("Contract")**, referred to at times as "**We**", "**Us**" or "**Our**", is Alpha Warranty Services, Inc., PO Box 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 Disclosures** section to determine if this applies to **You**. This **Contract** becomes effective on the contract purchase date unless rejected due to nonpayment, misrepresentation, fraud, or the **Administrator's** determination of **Vehicle** or **Contract** ineligibility within the first sixty (60) days following purchase; however, unless the **Day One Coverage Option** is selected and paid for, there is a waiting period for coverage of forty-five (45) days and 1,000 miles. Payment by financing, cash, credit card, or check must be postmarked within five (5) days of the purchase date. This **Contract** expires at the expiration of the day on the **Plan Term** selected and agreed to, or as of the date the **Vehicle** is sold to a new owner and this **Contract** is not transferred, whichever occurs first. It is expressly understood that **We** may wish to contact **You** before any authorization for repairs is given. If an emergency occurs which requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization cannot be obtained, fax a copy of the completed invoice to the **Administrator** for review. **You** shall not rely on representations (oral or written) from anyone with respect to **Coverage** under this **Contract** and must rely on the terms and conditions herein. This **Contract** is limited to covered failures that occur, and repairs that are made, within the United States of America or Canada. This **Contract** is only valid if purchased in conjunction with the purchase of an eligible **Vehicle**, unless **Service Drive** option is selected and paid for, or if this **Contract** is sold to **You** after expiration of a prior contract provided by **Us** on the same **Vehicle**. The **Obligor** will have no liability for anything other than the obligations expressly delineated in this **Contract**. THIS **CONTRACT** IS NOT AN INSURANCE POLICY.

Contract Benefits — one hundred-dollar ($100) Deductible per repair visit (unless applicable option is applied)

Part Coverage: The replacement or repair of parts pursuant to the selected **Plan Coverage**, if those parts suffer a **Mechanical Breakdown**.

Labor Coverage: The labor time required to repair or replace all parts covered under this **Contract** shall be as defined in the ALLDATA® software. **We** will also cover diagnostic and/or tear-down charges per approved **Claim**, not to exceed diagnostic times listed in the ALLDATA® software (if not listed, up to sixty-five dollars ($65)). Labor to disable any part or system of electric vehicles is only covered if necessary for a **Covered Repair**.

Rental Coverage: The **Administrator** will cover one (1) day of rental for the first four (4) hours of covered labor and one (1) day of rental for every 8 hours of covered labor thereafter (as defined in the ALLDATA® software). The **Vehicle** must be retained overnight at the **Repair Facility** in order to qualify for rental coverage. Rental coverage is not provided for downtime including, but not limited to, waiting for: parts, scheduling for services, inspections or diagnostics. Rental coverage is also not provided for weekends or holidays. **You** will be reimbursed up to seventy-dollars ($70) per day and the total rental coverage cannot exceed four-hundred and ninety dollars ($490), representing a maximum of seven days of rental coverage. Receipts will only be accepted from a licensed rental car agency, licensed rideshare provider or a **Repair Facility**.

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** is responsible to send payment and a copy of the **Contract** to the **Administrator** to put the **Contract** into effect. It is further acknowledged by the parties that the **Seller** has no authority to amend or otherwise modify the terms of this **Contract**. **You** acknowledge that at the time of signing this **Contract**, the **Seller** has inspected the **Vehicle** and that it is in good working order. **YOUR SIGNATURE ACKNOWLEDGES THAT YOU: HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS CONTRACT.**

______________________________	______________________________
Seller's signature	Contract holder's (**Your**) acceptance of the above terms

DEFINITIONS

The following definitions apply to words used frequently throughout this **Contract**. These definitions and items identified in the **Declaration page** are in **Bold-faced, Small Caps** type:

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 **Coverage** to the **Vehicle** if used for commercial purposes, up to 1 ton, which include but are not limited to: a **Vehicle** that advertises a commercial enterprise with signage, route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to the job site. Usage must not exceed manufacturer's ratings or limitations. **The Commercial Use Option is unavailable, and there is no Coverage under the Contract, if the Vehicle is used in farming, ranching or construction.**

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**.

Day One Coverage: An option that when applied waives the standard waiting period of forty-five (45) days and 1,000 miles. This option is only available on vehicles with up to 175,000 miles at the time of sale.

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.

Drive Battery Pack: An option that when applied provides coverage to the drive battery pack in an electric or hybrid vehicle.

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**.

Lift Kit & Tire Modification: An option that when applied extends eligibility to **Your Vehicle** with a maximum of four (4) inches of a professionally installed suspension lift and a maximum of four (4) inches of oversized tires larger than the manufacturer's specifications. **There is no Coverage under the Contract if the lift kit exceeds four (4) inches or if the tires are more than four (4) inches larger than the manufacturer's specifications**. The option only extends eligibility to the **Vehicle** under the **Contract** and does not cover the lift kit or the tires.

Disappearing Deductible: An option that that when applied results in no **Deductible** when **You** return **Your Vehicle** to the **Seller** for a **Covered Repair**.

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.

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**. A+ is for gas and hybrid vehicles. A+ Electric is for fully electric vehicles.

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; however, unless the **Day One Coverage Option** is selected and paid for, there is a waiting period for coverage of forty-five (45) days and 1,000 miles. The **Plan Term** mileage is unlimited miles; however, early cancellation of the **Contract** is potentially subject to a prorated refund based on mileage using 12,000 miles per year (see the Cancellation section below).

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 first 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 Disclosures** section supersede any contrary provision of this **Contract**.

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**.

PLAN COVERAGE

The bolded 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. Only the parts listed in the **Plan Coverage** you selected are included. Your **Vehicle** may not contain all parts listed.

A+ (A1-A12)

A1. 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.

A2. 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.

A3. COOLING: Water pump, thermostat, electric radiator fan motor, fan clutch, coolant recovery reservoir.

A4. 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, drive shaft center bearings.

A5. **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.

A6. **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.

A7. **FUEL**: Fuel pump, fuel injection pump, metal fuel delivery lines.

A8. **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.

A9. **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.

A10. **SEALS & GASKETS**: Intake manifold gaskets. All other seals and gaskets are only covered if necessary for a COVERED REPAIR. **Minor loss of fluid or seepage is not considered a MECHANICAL BREAKDOWN and is not covered**.

A11. **BRAKES**: Master cylinder, wheel cylinders, power brake booster, proportioning valve, disc brake calipers.

A12. **SUSPENSION**: Stabilizer, stabilizer bar links, sway bars, sway bar links, spindles. Leaf and coil springs are only covered if they are broken.

A+ ELECTRIC (E1-E10)

E1. **EV POWERTRAIN:** All electrical powertrain parts, for example: traction motor or drive motor, converters, inverter, stator, rotor, damper, engine torque strut, engine mounts.

E2. **TRANSMISSION**: All INTERNALLY LUBRICATED parts of the transmission or transaxle, 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. Transmission and transaxle cases are only covered if damaged by an Internally Lubricated part of the transmission or transaxle.

E3. **COOLING**: Water pump, thermostat, electric radiator fan motor, coolant recovery reservoir.

E4. **DRIVE AXLE**: All INTERNALLY LUBRICATED parts of the differential (both front and rear), for example: bearings, bushings, oil pump, ring and pinion, washers. Axle shafts and constant velocity joints.

E5. **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.

E6. **ELECTRICAL**: 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, power window motors, power window regulators, voltage regulator, horns, neutral safety switch, reverse indicator switch, turn signal switch, cruise control switches, wiper motors, washer pumps, power seat motors, headlamp switch, blower motor speed switch, ignition switch, ignition switch lock cylinder, stop lamp switch.

E7. **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.

E8. **SEALS & GASKETS**: All seals and gaskets are only covered if necessary for a COVERED REPAIR. **Minor loss of fluid or seepage is not considered a MECHANICAL BREAKDOWN and is not covered**.

E9. **BRAKES**: Master cylinder, wheel cylinders, power brake booster, proportioning valve, disc brake calipers.

E10. **SUSPENSION**: Stabilizer, stabilizer bar links, sway bars, sway bar links, spindles. Leaf and coil springs are only covered if they are broken.

A+ ELECTRIC ENHANCED

Optional Coverage if selected and paid for

ENHANCED COOLING: Radiator, heater core, heater control valve.
ENHANCED ELECTRICAL: Drive motor capacitor, voltage converter module, charging port.
ENHANCED SUSPENSION: Wheel bearings, hub assemblies, control arm shafts, control arm bushings, ball joints.

DRIVE BATTERY PACK

Optional Coverage if selected and paid for

DRIVE BATTERY PACK: Electric or hybrid DRIVE BATTERY PACK. DRIVE BATTERY PACK replacement will follow the manufacturer's allowable capacity guidelines in determining the replacement or repair of the DRIVE BATTERY PACK.

HI-TECH

Optional Coverage if selected and paid for

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.)

A+ ENHANCED

Optional Coverage if selected and paid for

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

ENHANCED SEALS & GASKETS

Optional Coverage if selected and paid for

ENHANCED SEALS & GASKETS: Seals and gaskets of covered parts on VEHICLES with up to 175,000 miles at the time of sale. **Minor loss of fluid or seepage is not considered a MECHANICAL BREAKDOWN and is not covered**.

ADDITIONAL BENEFITS

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

24-Hour Roadside Assistance Benefits

If **You** are in need of non-accident related emergency roadside assistance on **Your Vehicle**, **You** must call the toll-free number 1-877-740-8782 for service. Only service requests provided through this number will be honored. Emergency roadside assistance services are not available in areas where state providers are exclusively utilized. The maximum amount payable per incident is $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 (not applicable to fully electric vehicles). The manufacturer's recommended service schedule will be considered the maximum allowable interval between maintenance services required by this Contract. If the manufacturer of Your Vehicle does not have a written maintenance schedule for oil changes, then the maximum allowable interval between oil changes must not exceed six (6) months or six thousand (6,000) miles. The severe maintenance schedule may need to be followed if conditions apply as outlined in the Vehicle owner's manual. In addition, You must maintain Your Vehicle to the manufacturer's specifications as outlined in the Vehicle owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a Claim (handwritten receipts will not be accepted). If Your Repair Facility is not capable of providing computer-generated receipts, it is Your responsibility to contact the Administrator with the following information on the day the service is completed: Repair Facility performing the service, services performed, date of service, and odometer reading. Handwritten receipts will not be accepted if the Administrator is not contacted at the time of the service. Note that some vehicle manufacturers require that the timing belt be changed at a specific interval.

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

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

Contact the Administrator to verify if a contracted Repair Facility exists in Your area. If We do not have a contracted Repair Facility in Your area, You will have the right to recommend a Repair Facility, which the Administrator will make every reasonable effort to honor. However, the Administrator reserves the right to select another Repair Facility, send in parts or send out an inspector to confirm an actual covered Mechanical Breakdown if, in its sole judgment, the Administrator determines it is necessary under the circumstances. To assure Coverage under the terms of the service contract, an authorization code must be obtained from the Administrator prior to any repair. You are responsible for verifying that the Repair Facility has obtained an authorization code prior to any repairs. You are responsible for informing the Repair Facility of the terms and conditions of this Contract before any repair work is performed.

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

You are responsible for the transfer of this Contract and payment of applicable transfer fees to retain all manufacturer warranties available on Your Vehicle. Failure to transfer the manufacturer warranties can result in nonpayment of Your Claim where the manufacturer warranties would normally be in effect if the transfer had been made. Coverage begins at the end of the manufacturer warranties.

WHAT IS NOT COVERED

1. **Any part not listed in the Plan Coverage You selected.**
2. **Any damage to the transmission resulting from failures including, but not limited to, transmission coolers (even if internal to the radiator), sensors.**
3. **PRE-EXISTING CONDITIONS ARE NOT COVERED BY THIS CONTRACT.**
4. **Repair costs or expenses if the odometer of the Vehicle breaks or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected or altered in any way.**
5. **Incidental or consequential damages or loss caused by a breakdown of parts (or otherwise) including, but not limited to, property damage, personal injury, inconvenience, and loss of Vehicle use. Punitive damages. Covered parts when damage is caused by non-covered parts. Non-covered parts even when damage is caused by covered parts.**
6. **Repairs or losses covered by manufacturer warranties, manufacturer recalls, and factory service bulletins. This Contract is inclusive of manufacturer warranties. Any warranty on parts, labor or both from any party other than the Obligor supersedes this Contract. If the Vehicle or specific part on the Vehicle has a warranty, You are responsible for seeking Coverage from the entity that provides the warranty. You are then subject to the terms and conditions of that warranty. The Obligor has no liability for that repair or any costs or inconvenience associated with that repair.**
7. **Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, road debris, foreign objects, misuse, negligence, exposure to the elements, alterations, Lift Kits and Tire Modification (unless applicable option is applied), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.**
8. **Repairs required due to lack of proper and responsible maintenance, improper towing, failure to protect the Vehicle or continued operation of an impaired Vehicle that shows signs of a clear mechanical problem.**
9. **Repairs required due to overheating, regardless of the cause of overheating, repairs related to fluid intermix, or repairs required due to improper quantity or quality of fluids, regardless of the cause of the improper quantity or quality of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, Freon,**

power steering fluid, or axle grease. Repairs resulting from rust, carbon deposits, sludge, corrosion or water intrusion. 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.

10. **Covered parts that are still performing the function for which they were designed.**
11. **Repairs to correct loss of compression or oil consumption related to worn, burnt, or carboned valve parts.**
12. **Damage caused by failure to maintain the Vehicle to the standards of the manufacturer. This includes, but is not limited to, failures resulting from aftermarket modifications or alterations. Examples include, but are not limited to, suspension Lift Kit & Tire Modification (unless applicable option is applied), superchargers, nitrous oxide kits, GPS systems, lighting accessories, stereo systems, headers, altered ignition system, altered engine management system, free flow exhaust system, regardless if Vehicle was purchased with such.**
13. **Manual transmission Claims will not be covered if, at the time of failure, the clutch parts are worn to the extent that replacement is required.**
14. **Repair work performed without the authorization of the Administrator.**
15. **Any normal maintenance parts replacement or service including, but not limited to, tune-ups, carburetor adjustments, oil changes, chassis lubrication, flushes, engine adjustments, fuel system cleaning, spark plugs and wires, glow plugs. Torn or split protective boot or failed part with torn or split protective boot.**
16. **Unless the Day One Coverage option was selected, there is no Coverage or roadside assistance during the first forty-five (45) days and the first 1000 miles from the Purchase Date of this Contract for Vehicles with a Current Odometer Reading (as set forth on the Declarations page) of 80,000 miles or more, and there is no coverage for any claims noticed by You before or during this waiting period. Forty-five (45) days and 1000 miles will be added to the term of the Contract for such Vehicles not covered during the first forty-five (45) days and the first 1000 miles after the Purchase Date.**
17. **Drive Battery Pack (unless applicable option is applied), 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.**
18. **Unless the Hi-Tech option is applied: 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.**

CANCELLATION

You may cancel this **Contract** by first notifying the **Seller** where the **Contract** was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement, along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to the **Administrator**. Cancellation requests with incomplete information will not be processed. If **You** cancel this **Contract** within the first thirty (30) days, **You** will be refunded the entire purchase price, less any **Claims** paid. If this **Contract** is canceled after the first thirty (30) days, **You** will be refunded the unearned purchase price calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation (calculated using the **Plan Term** mileage of 12,000 miles per year), less any **Claims** paid and an administration fee of fifty dollars ($50).

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

We may cancel this **Contract** based on one or more of the following reasons: (A) nonpayment of the **Contract** purchase price by **You**; (B) a material misrepresentation made by **You**; or (C) a substantial breach of contractual duties by **You** relating to the **Vehicle** or its use. If this **Contract** is canceled by **Us**, the refund will be the unearned purchase price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation (calculated using the **Plan Term** mileage of 12,000 miles per year), less any **Claims** paid and an administration fee of fifty dollars ($50). **Your** state may differ; see the **Special State Disclosures** section.

LIMITS OF LIABILITY

The aggregate total of all pending and paid **Claims** shall not exceed the NADA retail value according to the **Vehicle** condition at the time of repair.

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

INELIGIBLE VEHICLES

Ineligible vehicles include but are not limited to: Acura NSX; Alfa Romeo; Aston Martin; Audi R, RS, S-series; Bentley; BMW 6-series, 7-series, Alpina, M-series, X6; Cadillac Catera, HT 4100, V-series, XLR; Chevrolet Corvette GS Z06, Z06, ZR1, SS, SSR; Chrysler Prowler, SRT8 and higher; Daewoo; Diahatsu; Delorean; Dodge Sprinter, SRT8 and higher, Stealth, Viper; Ferrari; Fisker; Ford Cobra, GT, Saleen, SVT; GMC Typhoon; Hummer H1; Jaguar V8 and higher; Jeep SRT; Jensen; Lamborghini; Lancia; Land Rover V8 and higher; Lincoln Blackwood; Lotus; Maserati; Mazda RX8; Mercedes AMG, CL, G/GL, S/SL; Merkur; MG; Mitsubishi 3000 GT, Lancer Evo; Nissan 300ZX, GTR; Peugeot; Porsche; Renault; Rolls Royce; Saleen; Spyker; Sterling; Subaru WRX STI; Triumph; Volkswagen Phaeton, Touareg V10 and higher; any vehicle equipped with a 12 cylinder engine or larger; any vehicles equipped with the following engines: Cadillac 4100, Cadillac Northstar, rotary, W8, Chrysler 2.7, Dodge 2.7, Audi 2.7, Volkswagen 2.7. Also ineligible: any exotic car, any vehicle that does not qualify under **Our** guidelines, flat beds, grey market cars, livery vehicles, mileage unknown, any modified vehicle (including, but not limited to: performance chip, altered engine management system, lift kit, lowering kit, free flow exhaust system, supercharger, turbocharger), any vehicle equipped with dual rear axles, any vehicle one ton and higher, any vehicle with a snow plow, any vehicle with oversized tires (unless **Lift Kit & Tire Modification** option is applied), undersized tires, any vehicle with a salvage title, rebuilt title or junk title, any manufacturer buyback, any vehicle used for commercial purposes (unless applicable option is applied), taxis, buses, limousines, fleet vehicles, city and state owned vehicles.

TRANSFER

Upon the sale of the **Vehicle** by the original **Contract** holder of this **Contract**, this **Contract** may be assigned to a new purchaser of the **Vehicle** (only private parties) only after a written request including the new purchaser's name, address and phone number, 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 thirty (30) days of sale.

ARBITRATION PROVISION

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

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

INSURANCE

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

SPECIAL STATE DISCLOSURES

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

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

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

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

Paragraphs 1 and 3 of the "Cancellation" section are also amended by changing all references to the administration fee of fifty dollars ($50) to twenty-five dollars ($25).

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:

4. **Any loss when the Vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by You.**
7. **Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, road debris, foreign objects, misuse, negligence, exposure, alterations, Lift Kits and Tire Modification (unless applicable option is applied), racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance, while owned by You.**

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

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

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

The "Arbitration Provision" section of this **Contract** is amended to include the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance 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., phone number 1-602-362-2499. 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 **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. 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."

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. **You** are not required to call a third party but may call the **OBLIGOR** for emergency roadside services; however, please understand that emergency roadside assistance calls made to the **OBLIGOR** will be redirected to this toll-free number 1-877-740-8782 because emergency roadside assistance is administered through this number. If **You** are dissatisfied with the services of a third party please contact the **OBLIGOR**.

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 and the total rental coverage cannot exceed four-hundred and ninety dollars ($490), representing a maximum of seven days of rental coverage. Receipts will only be accepted from licensed rental car agencies. Subject to the terms and conditions set forth in this **Contract**, **We** agree to pay for the replacement or repair of parts as per the selected Plan **Coverage** set forth above, if those parts suffer a **Mechanical Breakdown**. 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.

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

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

The 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.**

The "Cancellation" section is amended with the following:

Paragraph 1 is deleted and replaced with the following: **You** may cancel this **Contract** by first notifying **Us** in writing. If the **Contract** has the **Day One Coverage Option**: If **You** cancel this **Contract** within the first sixty (60) days, **You** will be refunded the entire purchase price less any **Claims** paid. No administration fee will be assessed during the first sixty (60) days. If this **Contract** is canceled after the first sixty (60) days, **You** will be refunded the purchase price calculated on a pro rata basis. The refund will be the lesser amount produced using the number of days the **Contract** was in force prior to cancellation and less any **Claims** paid. Further, if this **Contract** is canceled after the first sixty (60) days, an administration fee of ten percent (10%) of the **Contract** purchase price or twenty-five dollars ($25), whichever is less, shall apply. The following is added to **Your Contract** ONLY IF your **Contract** does NOT have **Day One Coverage Option** (i.e., if there is not day one coverage): The timing of Paragraph 1 of the "Cancelation" section begins at the end of the 45 day or 1000 mile waiting period. If **You** cancel this **Contract** within the first thirty (30) days following the waiting period, **You** will be refunded the entire purchase price less any **Claims** paid. No administration fee will be assessed during the first thirty (30) days following the waiting period. If this **Contract** is canceled after the first thirty (30) days following the waiting period, **You** will be refunded the purchase price calculated on a pro rata basis using the number of days the **Contract** was in force prior to cancellation and less any **Claims** paid. Further, if this **Contract** is canceled after the first sixty (60) days, an administration fee of ten percent (10%) of the **Contract** purchase price or twenty-five dollars ($25), whichever is less, shall apply. **Forty-five (45) days and 1000 miles will be added to the End of the term of the Contract for such Vehicles not covered during the first forty-five (45) days and the first 1000 miles after the Purchase Date.**

Paragraph 2 of the "Cancellation" section is deleted and replaced with the following: If the **Contract** has been financed, the **Lienholder** shown on the **Declaration Page** contract will be named on any refund check.

Paragraph 3 is deleted and replaced with the following: **We** may cancel this **Contract** within the first sixty (60) days for any reason by sending **You** a notice of cancellation postmarked before the sixty-first (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 on a pro rata basis. The pro rata refund will be calculated using the number of days the **Contract** was in force, and 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 calculated using the number of days the **Contract** was in force 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 "Ineligible Vehicles" section is deleted and replaced with the following: Ineligible vehicles include: flat beds, grey market cars, livery vehicles, mileage unknown, any vehicle equipped with dual rear axles, any vehicle with a snow plow, any vehicle with undersized tires (i.e., outside the recommended manufacturer sizes), any modified vehicle made by **You** or with **Your** knowledge (including but not limited to a vehicle with a(n): performance chip, altered engine management system, **Lift Kit & Tire Modification** (unless applicable option is applied), lowering kit, free flow exhaust system, supercharger, turbocharger), any vehicle with a salvage title, rebuilt title or junk title, any manufacturer buyback, **Commercial Use**, taxis, buses, limousines, fleet vehicles, city and state owned vehicles.

The "Insurance" section is deleted and replaced with the following: Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. 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).

The following is added to **YOUR CONTRACT** ONLY IF your **CONTRACT** contains a 45 day or 1000 mile waiting period (i.e., if there is not day one coverage): **THERE IS NO COVERAGE OR ROADSIDE ASSISTANCE DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES FROM THE PURCHASE DATE OF THIS CONTRACT FOR VEHICLES WITH A CURRENT ODOMETER READING (AS SET FORTH ON THE DECLARATIONS PAGE) OF 80,000 MILES OR MORE. FORTY-FIVE (45) DAYS AND 1000 MILES WILL BE ADDED TO THE END OF THE TERM OF THE CONTRACT FOR SUCH VEHICLES NOT COVERED DURING THE FIRST FORTY-FIVE (45) DAYS AND THE FIRST 1000 MILES AFTER THE PURCHASE DATE.**

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

<u>Connecticut</u>: 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 or 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.

<u>Georgia</u>: The following sentences are amended on the **DECLARATION PAGE**: Under no circumstances will the **OBLIGOR** be liable to **YOU** or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of contract, or otherwise including, but not limited to, time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, or poor workmanship.

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

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

3. **PRE-EXISTING conditions are not covered by this CONTRACT, if known by YOU.**
4. **Any loss when the VEHICLE'S odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken, while owned by YOU.**
7. **Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, misuse, negligence, exposure, alterations made by YOU or with YOUR knowledge, LIFT KITS and oversized tires, racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by casualty insurance.**
8. **Repairs required due to lack of proper and responsible maintenance, abuse through improper towing, and abuse through continued operation of an impaired VEHICLE that shows signs of a clear mechanical problem.**
9. **Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to improper quantity or quality of fluids, regardless of the cause of the improper quantity or quality of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, Freon, power steering fluid, or axle grease. Repairs resulting from rust, corrosion or water intrusion.**
12. **No COVERAGE will be granted under this Contract for any damage caused by failure to maintain the VEHICLE to the standards of the manufacturer. This includes, but is not limited to failures resulting from aftermarket modifications, made by YOU or with YOUR knowledge. Examples include, but are not limited to, suspension LIFT KITS, superchargers, nitrous oxide kits, GPS systems, lighting accessories, stereo systems.**
16. **<u>UNLESS THE DAY ONE COVERAGE OPTION WAS SELECTED, THERE IS NO COVERAGE OR ROADSIDE ASSISTANCE DURING THE FIRST THIRTY (30) DAYS AND THE FIRST 1000 MILES FROM THE PURCHASE DATE OF THIS CONTRACT FOR VEHICLES WITH A CURRENT ODOMETER READING (AS SET FORTH ON THE DECLARATIONS PAGE) OF 80,000 MILES OR MORE, AND THERE IS NO COVERAGE FOR ANY CLAIMS NOTICED AND KNOWN BY YOU BEFORE OR DURING THIS WAITING PERIOD. THIRTY (30) DAYS AND 1000 MILES WILL BE ADDED TO THE TERM OF THE CONTRACT FOR SUCH VEHICLES NOT COVERED DURING THE FIRST THIRTY (30) DAYS AND THE FIRST 1000 MILES AFTER THE PURCHASE DATE</u>.**

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.

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.

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

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

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

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

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

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

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

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

The "Insurance" section of this CONTRACT is amended to include the following: **If WE fail to perform or make payment due under the service contract within sixty (60) days after YOU request the performance or payment, YOU may request the performance or payment directly from to American Bankers Insurance Company of Florida, including for the purpose that WE refund any part of the cost of the CONTRACT upon cancellation of the CONTRACT.**

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 of 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 (calculated using the **Plan Term** mileage of 12,000 miles per year), 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 (calculated using the **Plan Term** mileage of 12,000 miles per year), 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. 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**, whichever is later 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 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, 11222 Quail Roost Drive, Miami, FL 33157. 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.

Massachusetts: The section titled "Terms and Conditions" found on the **Declaration Page** is amended with the following: The **Obligor** under this **Contract**, referred to as "**We**", "**Us**", and "**Our**" throughout, is the **Seller**, the address and telephone number for which are provided on the **Declaration Page**.

The following is added to **Your Contract**: NOTICE TO CONTRACT HOLDER: PURCHASE OF THIS **Contract** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A **Vehicle**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR **Seller**'s WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE **Seller** OF THIS **Coverage** IS REQUIRED TO INFORM **You** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **Contract**.
Chapter 90, Section 7N.25 of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:
Used vehicles with less than 40,000 miles at the time of sale: Provides **Coverage** for ninety (90) days or 3,750 miles, whichever occurs first.
Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides **Coverage** for sixty (60) days or 2,500 miles, whichever occurs first.
Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides **Coverage** for thirty (30) days or 1,250 miles, whichever occurs first.
The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages, and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

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

The "Cancellation" section is amended with the following:

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

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

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

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

Paragraph 1 of the "Cancellation" section is deleted and replaced with the following: **YOU** may return this **CONTRACT** to **US** or the seller 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. 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. If this **CONTRACT** is canceled after the time above, **YOU** may cancel the **CONTRACT** and **YOU** will be refunded 100% of the unearned purchase price calculated on a pro rata basis using the number of days the **Contract** was in force, 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. The refund shall be paid not more than 30 days from the date **WE** or the seller received notice of the request to cancel or sooner if required by state law. 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 the return of this **CONTRACT** to **Us** or the seller.

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) material misrepresentation by **YOU** to **Us**, or 2) a substantial breach of duties by **YOU** relating to the **VEHICLE** or its use. If this **CONTRACT** is canceled by **Us** 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, **YOU**, or **YOUR** account, will be refunded the full purchase price of the **CONTRACT.** If this **CONTRACT** is canceled by **Us** after the time set forth in the preceding sentence, then **YOU** will be refunded 100% of the unearned **CONTRACT** purchase price calculated on a pro rata basis using the number of days the **Contract** was in force, less any **CLAIMS** paid. If **WE** cancel this **CONTRACT**, 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. Further, any refunds owed will be paid or credited no more than 30 days from the effective date of cancellation by **Us**.

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.

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) 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, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a **CLAIM** for the refund of the unearned purchase price, or **ADMINISTRATOR** ceases to do business or goes bankrupt, **YOU** may apply directly to American Bankers Insurance Company of Florida.

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

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 by deleting and replacing 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**. 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 lesser amount produced using either the number of days the **CONTRACT** was in force or the number of miles the **VEHICLE** was driven prior to cancellation (calculated using the **PLAN TERM** mileage of 12,000 miles per year), 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 forty-five (45) 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. This provision applies only to the original Contract holder. 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.

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.

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 forty-five (45) days. A ten percent (10%) penalty of the purchase price per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **CONTRACT** to the **ADMINISTRATOR.** This provision applies only to the original purchaser.

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

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

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

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

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 (calculated using the Plan Term mileage of 12,000 miles per year). 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.

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 roadside 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 Contract purchase price within forty-five (45) days. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to Us. This provision applies only to the original purchaser.

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

Texas: Any reference to Administrator in this Contract has been revised to reflect the following: The Administrator of this Contract is Alpha Warranty Services, Inc. The telephone number is 1-800-662-5519. The registration number is 582.

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.

Paragraph 3 of the "Cancellation" section is amended to include the following: No administration fee will be assessed for any cancelation by Us.

The section titled "Insurance" is deleted and replaced with the following: The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (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). Any unresolved complaints concerning Us or the Administrator or questions covering the regulation of service contract providers (including but not limited to Us) may be addressed to the Texas Department of Licensing and Regulation.

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 a copy of the **Contract** to **You** or after it is provided to **You**, **whichever is later**. If **You** return this **Contract** within the applicable time period stated in this state disclosure, 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 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, 11222 Quail Roost Drive, Miami, FL 33157. If **We** do not provide, or reimburse or pay for, a service that is covered under a **Contract** within sixty days (60) after **You** provide proof of loss, or if **We** become insolvent or otherwise financially impaired, **You** may file a **Claim** directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 for reimbursement, payment, or provision of the service. Please call 1-866-306-6694 for instructions.

Wyoming: 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.