



FULL COVERAGE SERVICE CONTRACT  
ALPHA WARRANTY SERVICES, INC  
P.O. Box 593 • Draper, Utah 84020  
Phone 800-662-5519 • Fax 801-571-8964

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

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

Agreement is effective as of the date and time it is received by Alpha Warranty Services on the condition that the completed and executed Agreement with payment by financing cash, credit card, or cheque is postmarked within five days of the purchase date. This Agreement terminates at the expiration of the month or miles agreed to or as of the date the Vehicle is sold, whichever occurs first. Minimum purchase price of \$5,000 per Vehicle.

**All customer claims must be made personally by the customer by calling 1-800-662-5519 before any diagnostics, repair, or replacement work is done on the Vehicle.** It is expressly understood that the Administrator may wish to contact the purchaser before any authorization is given. On any approved claim(s), the purchaser shall pay the **\$100 deductible** fee per repair visit, unless an optional deductible is chosen and the surcharge paid.

For emergency claim reimbursement, fax copy of invoice to Alpha Warranty Services for review. You cannot rely on representations (oral or written otherwise) from anyone with respect to coverage under this service contract and must rely on the Terms and Conditions herein. A Customer Service Representative will be available seven (7) days a week twenty-four (24) hours a day. This Contract is limited to covered failures that occur, and repairs that are made, within the United States of America or Canada.

### **WHAT IS COVERED**

The mechanical Breakdown of any Vehicle components (parts), except for the exclusions listed under "What is Not Covered."

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

**Lockout Services:** If You lose Your keys or are unable to unlock Your Vehicle You will be entitled to \$100.00 toward the cost of a locksmith.

**Flat tire:** Provider will dispatch a serviceperson to change Your Vehicle's damaged tire to a usable spare.

**Fuel at No Charge:** You will be provided (3) three gallons of fuel at no charge to You - enough to get You to safety.

**Dead Battery:** Provider will clean off Your battery cables and jump start Your car.

**Towing:** When towing is necessary, Vehicle is towed to the selling dealer or the nearest authorized service facility within 150 miles. Provider will pay \$100.00 toward winching service if needed to relocate Your Vehicle to a safe place.

**24-Hour Assistance:** When You're on the road, the provider can get an emergency message to loved ones or receive them for You during weather or roadside emergencies.

Provider will also make arrangements to transport You up to 150 miles when Your Vehicle is disabled.

**To Obtain Service:** Please call direct to obtain Emergency Roadside Service at 1-800-451-0459. Service will provide a locksmith if such service is deemed necessary; however, service must make all judgments as to the necessity of such service. Service response will be prompt. Service cannot be held responsible for delays that are caused by actions beyond our control, including, but not limited to, severe weather or traffic conditions.

## **CONTRACT BENEFITS**

**Labor Coverage:** The labor required to repair or replace all parts covered under this service contract shall be as defined in the ALLDATA or Mitchell software. Administrator will also cover up to one hour of diagnostic charges (up to sixty five dollars (\$65)) per approved claim.

**Rental Coverage:** Administrator will cover 1 day of rental for every 4 hours of covered labor (as defined in the ALLDATA or Mitchell software). Downtime waiting for parts or scheduling for service is not included. Administrator will reimburse purchaser up to \$25.00 per day. The total rental coverage cannot exceed \$150. Receipts will only be accepted from licensed rental car agencies.

Subject to the terms and conditions set forth in this Contract the Administrator agrees to pay for the replacement or repair of parts listed in the coverage set forth above, if those parts suffer a Mechanical Breakdown. Under no circumstances shall the Administrator be liable to the purchaser or any other person for any incidental or consequential damages, whether arising out of breach of any warranty, breach of contract, or otherwise; including but not limited to: time lost acquiring parts or scheduling repairs, inconvenience, quality of repair, or Seller's misrepresentation. Any misrepresentations from the Contract Holder will void this Agreement. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This service contract gives You specific legal rights, and You may also have other rights that vary from state to state. THIS IS NOT AN INSURANCE POLICY. You understand the purchase of this coverage is not required to obtain financing for this Vehicle. Any modification, alteration, or change to the preprinted terms and conditions of this contract is invalid and of no force or effect.

The parties acknowledge that this contract is between the Administrator and the purchaser named above. The Seller named above has no liability under this service contract except to send a check and copies of the contract to put the service contract into effect, except in Dealer Obligor States (see definitions or state endorsements). It is further acknowledged by the parties that the seller has no authority to amend or otherwise modify the terms of this Agreement. The purchaser acknowledges that at the time of signing this service contract he or she has inspected the Vehicle and that it is in good working order. YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS SET FORTH THROUGHOUT THIS SERVICE CONTRACT.

## WHAT IS NOT COVERED

1. ANY REPAIRS DONE WITHOUT AUTHORIZATION BY ADMINISTRATOR.
2. **If a failure occurs on a covered part within the first 30 days and 1,000 miles, the failure will be determined pre-existing condition.**
3. Any loss when the Vehicle's odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected or broken.
4. Incidental or consequential damages or loss caused by a breakdown of components (or otherwise) including property damage, personal injury, inconvenience, and loss of Vehicle use. Punitive damages are also expressly excluded.
5. Repairs covered by the manufacturer warranty on the covered Vehicle, manufacturer recalls, and factory service bulletins. Any warranty on parts and/or labor from any party other than the Administrator supersedes this Contract. If the Vehicle or specific components on the Vehicle have a warranty, You are responsible for seeking coverage from the entity that provides the warranty. You are then subject to the terms and conditions of that warranty. The Administrator has no liability for that repair or any costs or inconvenience associated with that repair.
6. Repairs required because of collision, abuse, operation without proper lubrication or coolant, road conditions, misuse, negligence, exposure, alterations, lift-kits, oversize tires, racing, accidents, fires, floods, riots, acts of vandalism, theft, or terrorism. Any other losses normally covered by causality insurance.
7. Repairs required due to lack of proper and responsible maintenance, abuse through improper towing, and abuse through continued operation of an impaired Vehicle that shows signs of a clear mechanical problem. Any repair required due to normal wear and tear (unless optional surcharge is applied).
8. Repairs required due to overheating, regardless of the cause of overheating, or repairs required due to loss of fluids, regardless of the cause of the loss of fluids. These include, but are not limited to, loss of engine oil, coolant, transmission fluid, freon, power steering fluid, or axle grease.
9. Repairs to be covered components that are performing the function for which they were designed.
10. Any repair to valves or worn piston rings where the malfunction is low compression and/or oil consumption. This is considered normal wear and tear.
11. No coverage will be granted under this contract for any damage caused by failure to maintain the Vehicle to the standards of the manufacturer. This includes, but is not limited to, failures resulting from aftermarket modifications. Examples include, but are not limited to, suspension lift kits, superchargers, nitrous oxide kits, GPS systems, lighting accessories, and stereo systems.
12. No coverage will be granted to Vehicles that are used for commercial, rental, or delivery purposes.
13. Manual transmission claims will not be covered if, at the time of failure, the clutch components are worn to the extent that replacement is required.
14. Pre-existing conditions are not covered by this service contract.
15. Damage caused by torn boots.
16. Tires, battery, all glass, lenses, sealed beams, light bulbs, brake rotors and drums, shock absorbers, exhaust components, catalytic converter, charcoal canisters, door

handle assemblies, speakers, telephones, televisions, AM/FM radio/cassette/CD players exceeding three hundred dollars (\$300) repair or replacement costs, GPS/Navigation systems exceeding three hundred dollars (\$300) repair or replacement costs, combination GPS/navigation & radio units exceeding three hundred dollars (\$300) repair or replacement costs, DVD players, game centers, audio/video equipment, radar detectors, touch screens and/or voice activated accessories, voice recognition systems, safety restraint systems to include airbags and related components, fusible links and fuses, circuit boards, head light assemblies, tail light assemblies, shop supplies, hazardous waste charges, bolts, screws, nuts, washers.

17. Any parts replacement or service which is considered normal maintenance by the manufacturer including but not limited to: tune-ups, carburetor adjustments, oil changes, chassis lubrication, engine adjustments, fuel system cleaning, repairs related to fuel or oil contamination, spark plugs and wires, front end alignments including adjustments/alignments to Covered Repairs, wheel balancing, positive crankcase ventilation valves, filters, belts, hoses, constant velocity and double offset joint seals and/or boots, brake linings or pads, manual clutch assemblies, friction disc, throwout bearings, pressure plate, manual hydraulic linkages, the following emission components: purge sensors/solenoids/valves, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors, gas cap/filler neck.
18. Imperfection in paint, trim or other appearance items, squeaks, rattles, wind noises, water leaks, body, door and glass alignment, weather strips, trim moldings, bright metal, chrome, upholstery, carpet, paint, outside ornamentation, bumpers, sheet metal, vinyl and convertible tops and assemblies, tires, rims, and door hinge assemblies.

**DEFINITIONS**

Administrator.....	Refers to Alpha Warranty Services, P.O. Box 593, Draper, UT 84020.
Agreement, Contract.....	Refers to this Service Agreement Contract.
Contract Lienholder.....	Refers to the entity (if any) that has made a loan to You to finance this contract.
Coverage.....	Refers to the coverage afforded under this contract.
Covered Repair.....	Refers to a repair or replacement of any covered part(s) approved by the Administrator.
Deductible.....	Refers to the Deductible amount You will need to pay as shown above, per repair visit.
Mechanical Breakdown.....	The inability of any covered component to perform the function for which it was designed. Mechanical Breakdown does not include the gradual reduction in operating performance where a failure has not occurred.

Pre-existing.....A condition and/or failure normally manifested through the gradual reduction in operating performance and whose condition may reasonably be assumed to have existed prior to the sale date/miles of this contract. This includes any part that was broken, was worn beyond serviceable limits, or making noise at the time of purchase. Any component or system that was not functioning properly upon the first attempt to operate is also considered pre-existing and includes, but is not limited to: four wheel drive, air conditioning, and electrical components. All covered parts must be in good working order prior to sale for the Vehicle to qualify for this service contract. Failures or breakdowns resulting from pre-existing conditions are the responsibility of the service contract purchaser.

Vehicle.....Refers to the Vehicle covered by this Contract, as identified on the front of this Contract.

Vehicle Lien holder .....Refers to the entity (if any) that has made a loan to You to finance the Vehicle, as identified on the front of this contract.

Wear and Tear Surcharge .....Surcharge that when applied, repairs or replaces any covered part that wears beyond the auto manufacturer's recommended tolerances.

We, Us, and Our .....Refers to Administrator or Seller

You, Your, Contract Holder.....Refers to the purchaser of this Contract.

4WD/AWD Vehicles Surcharge...Surcharge that when applied, extends coverage to covered parts of 4WD/AWD automobiles.

Diesel Surcharge:.....Surcharge that when applied, extends coverage to covered parts of diesel automobiles.

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

- Use all reasonable means to protect the Vehicle from further damage. This may require You to stop the Vehicle, turn off the engine, and have the Vehicle towed. Have Your contract number ready before You contact the 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.
- 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 shall have the right to recommend a repair facility which recommendation Alpha Warranty Services shall make every reasonable effort to honor. However, Alpha Warranty Services reserves the right to select another repair facility or send out an inspector to confirm an actual covered Mechanical Breakdown if, in its sole judgment Alpha Warranty Services determines it is necessary under the circumstances.
- To assure coverage under the terms of the service contract, an authorization code must be obtained from the Administrator prior to any repair.

## **CONTRACT HOLDER OBLIGATIONS**

- In order for this Contract to remain in force, and to avoid denial of a claim because of improper maintenance, the Contract Holder is required to follow the Vehicle manufacturer's required maintenance schedule. Some Vehicle manufacturers require that the timing belt be changed at a specific interval. (See MAINTENANCE section for details)
- The Contract Holder must keep and make available verifiable, signed service/purchase receipts which show that all maintenance has been performed within the time and mileage limit requirements. The Contract Holder is responsible to verify that the repair facility has obtained an authorization code prior to any repairs.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the Vehicle has a covered breakdown. If it is subsequently determined that the repair is needed due to a covered breakdown, We will pay for such tear down or diagnosis. If the failure is not a covered breakdown, the Contract Holder is responsible for payment of such tear down or diagnosis.

## **MAINTENANCE**

To obtain the benefits provided under this service contract, it is the responsibility of the Contract Holder to have the engine oil and engine oil filter changed by a licensed service/repair facility according to manufacturer's specifications or as a minimum requirement, at least every six (6) months or six thousand (6,000) miles, whichever occurs first. In addition, You must maintain all other covered components (transmission flushes, lubrication, timing belt/chain, filters, etc.) (severe maintenance schedule may need to be followed if conditions apply) as outlined in the Vehicle owner's manual. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim, (handwritten receipts will not be accepted).

## **TRANSFER**

Upon the sale of the Vehicle by the original purchaser, of this Agreement, this contract may be assigned to a new purchaser of the Vehicle (only private parties) only after a written request including the new purchaser's name, address and phone number and all maintenance records performed on the vehicle are sent to and approved by Alpha Warranty Services along with an assignment fee of \$100.00 paid to Alpha Warranty Services in advance of the assignment. Transferred contracts are not eligible for cancellation refunds.

## **TRANSFER OF MANUFACTURER'S WARRANTY**

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

## **MECHANICAL BREAKDOWN COVERAGE**

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

## **CANCELLATION**

The purchaser may cancel this Agreement by first notifying the selling dealer where the Agreement was purchased and by receiving from them an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement along with a short letter stating the reason for cancellation and current date must then be faxed or mailed to Alpha Warranty Services. Cancellation requests with incomplete information will not be processed.

If the purchaser cancels this Agreement within the first thirty (30) days, Alpha Warranty Services will refund the entire Agreement purchase price, less any claims paid and a fifty dollar (\$50) administration fee. If this Agreement is canceled after the first thirty (30) days, Alpha Warranty Services will refund the unearned Agreement purchase price to the purchaser calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less any claims paid and an administration fee of fifty dollars (\$50).

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

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

## **DUTY OF PURCHASER**

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

## **LIMITS OF LIABILITY**

The limits of Alpha Warranty Services liability will be the lesser of: The reasonable cost to repair or replace any part with another of like kind and quality, less deductible. "Reasonable Costs" are defined as "Charges for the repair or replacement of parts covered under this Vehicle service contract at prevailing retail labor rates, using parts of the like kind and quality, which may include serviceable used parts or remanufactured parts, as customarily used in the automobile industry." "Reasonable Costs" are also limited to charges necessary to correct the actual cause of a covered Mechanical Breakdown. Repair cost not necessary to correct the covered Mechanical Breakdown, but which are recommended as part of the overall repair is considered "Betterment" and will not be covered. Charges must not exceed the Manufacturer's published parts prices as suggested list, and the labor hours must not exceed the published industry-standard times to repair or replace the covered part(s) according to All-Data® or Mitchell® software. The aggregate total of all pending and paid claims cannot exceed the then-current NADA Retail Value of the covered Vehicle at the time of repair. All covered components must be OEM parts factory installed by the Vehicle OEM manufacturer.

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

Our obligations to perform under this Contract are insured by Prime Insurance Syndicate, Inc./INEX Policy Number SP0801365. If the Administrator fails to pay a valid claim under this Contract within sixty (60) days after You have filed proof of the claim with the Administrator, then You may make a direct claim against Prime Insurance Syndicate, Inc./INEX by writing to Prime Insurance Syndicate, Inc./INEX, PO Box 4439, Sandy, UT 84091 and include a copy of the paid repair order or call them at 877-585-2849.