



VEHICLE SERVICE CONTRACT NUMBER:

--

**APPLICATION PAGE:**

**PURCHASER INFORMATION**

PURCHASER NAME		PHONE	EMAIL ADDRESS	
MAILING ADDRESS		CITY	STATE	ZIP CODE

**SELLER INFORMATION**

SELLER NAME		PHONE	EMAIL ADDRESS	
MAILING ADDRESS		CITY	STATE	ZIP CODE

**VEHICLE INFORMATION**

YEAR	MAKE	MODEL	VIN # (MUST BE 17 DIGITS)	
FINANCE COMPANY		CURRENT ODOMETER READING	VEHICLE PURCHASE PRICE	VEHICLE CLASS

**ADD-ON COVERAGE & MANDATORY SURCHARGES:**

<input type="checkbox"/> UNLIMITED MILES <i>Available on PLUS Coverage; 36-month term only</i>	<input type="checkbox"/> SEALS & GASKETS <i>Available on PLUS Coverage</i>	<input type="checkbox"/> HIGH LINE MAINTENANCE <i>Available on all Levels of Coverage</i>	<input type="checkbox"/> LIFT KIT 6" MAX <i>No Coverage available for suspension reductions or undersized wheels or tires</i>	<input type="checkbox"/> HIGH TECH <i>Available on PLUS Coverage</i>	
<input type="checkbox"/> DIESEL	<input type="checkbox"/> 4X4/AWD	<input type="checkbox"/> TURBO/SUPERCHARGER	<input type="checkbox"/> HEV	<input type="checkbox"/> COMMERCIAL USE	<input type="checkbox"/> SALVAGE/REBUILT

*The above listed surcharges are mandatory as they apply to your vehicle.*

**SERVICE AGREEMENT INFORMATION:**

COVERAGE	CONTRACT TERM (WHICHEVER COMES FIRST)			CONTRACT EXPIRATION (WHICHEVER COMES FIRST)		
	MONTHS	OR	ODOMETER MILES	MONTHS	OR	ODOMETER MILES
<b>PLUS COVERAGE</b>						
	WAITING PERIOD		AGREEMENT SALE DATE	AGREEMENT PURCHASE PRICE		DEDUCTIBLE

**Administrator/Obligor: Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134. This is a Contract between You and the Administrator/Obligor. The Administrator/Obligor's performance under this Contract is insured by Wesco Insurance Company.**

**PURCHASER ACKNOWLEDGEMENT**

I, the **Contract Purchaser**, acknowledge that this Vehicle Service **Contract** consists of seventeen (17) pages, including this **Application Page** and my **Identification Card**. The **Coverage** I have selected expires according to the terms indicated on the **Application Page** and **Identification Card**, and as defined in **Section III.D. Contract Period**. The components and parts eligible for **Coverage** are listed under **Section VI. What is Covered**. I agree to maintain the **Vehicle** in accordance with **Section IV. Your Responsibilities**. I understand to file a **Claim** in the event I have a **Breakdown**, I am to follow the instructions in **Section V. Filing a Claim**. This **Contract** is neither an insurance policy nor a seller's warranty. This **Contract** may run concurrent with and is secondary to any applicable manufacturer's or repair facility's warranty or other vehicle service contract or similar component protection product. Purchase of this **Contract** is not required in order to purchase or lease a vehicle or to obtain vehicle financing.

I have reviewed and understand the time and mileage limitations, **Waiting Period**, **Coverage**, **Maintenance Benefits**, maintenance requirements, and **Exclusions**, and that the repair of non-**Eligible Components** is excluded from **Coverage**. I have read and understand **Section IV. Your Responsibilities**. I hereby declare that I have received the **Contract** and the above information is correct. I UNDERSTAND THAT THE **CONTRACT WILL BE BETWEEN THE ADMINISTRATOR (Endurance Dealer Services, LLC) AND CONTRACT PURCHASER.**

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION  
CLAIMS: 877-414-0134**

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## TERMS AND CONDITIONS

### I. HOW TO READ THIS AGREEMENT:

This **Vehicle Service Contract** provides for the payment of **Covered Repairs** to **Eligible Components** within **Your Vehicle** and other **Benefits**, as more fully explained below. The terms in **BOLD** have specific meanings provided in Section II. Definitions. Please read all Definitions carefully.

This **Contract** is not a warranty or insurance policy, and does not cover every repair, but only **Covered Repairs** to **Eligible Components** identified in Section VI. What is Covered. **Administrator** will not pay for repairs to components that have failed, or begun to fail, prior to the expiration of the **Waiting Period**. There is an additional list of **Exclusions** under Section VIII. Exclusions – What Is Not Covered. Please read these sections carefully.

**You** have certain **Responsibilities** under this **Contract**, set forth in Section IV. Your Responsibilities, including maintaining **Your Vehicle**, preserving all records, and preventing any damage from continued use or operation after **You** suspect something is wrong. One of the **Additional Benefits** under this **Contract** is complimentary roadside assistance, available twenty-four (24) hours a day across the United States of America, as set forth in Section VII. Additional Benefits.

**You** have the right to **Cancellation** of this **Contract** at any time. **Administrator** also has the right to **Cancellation** of this **Contract** if **You** fail to satisfy **Your Responsibilities**, including providing accurate information regarding mileage and the condition of **Your Vehicle**, or obtaining an oil and oil filter change within thirty (30) days of the **Purchase Date** and **Mileage**.

If **You** have any questions or concerns, please contact **Administrator** or **Us** at **877-414-0134** to speak with a Certified **Vehicle** Protection Specialist, who will be glad to explain this **Contract** and to answer any other questions **You** may have.

### II. DEFINITIONS:

The following definitions apply to words frequently used in this **Contract**:

**Additional Benefits** – Means the specific items listed in Section VII. Additional Benefits, and nothing else.

**Administrator** – Means **Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134**, the entity that is obligated to perform hereunder. (Texas license number: 639; Oklahoma license number: 44201382).

**Application Page** – Means the first page of this document, and contains information provided by **You** regarding **Your Vehicle**, among other things.

**Aggregate** – Means the total dollar amount of all pending and paid Claims.

**Breakdown** – Means the failure of a **Vehicle** component to perform the function for which it was designed without regard to the cause of the failure or the eligibility of repairs for **Coverage**.

**Cancellation** – Means the termination of this **Contract** pursuant to Section III.G. Cancellations.

**Claim** – Means any **Claim** made in the event of a **Breakdown** or pursuant to covered **Maintenance Benefits**.

**Commercial Use** – Means any **Vehicle** used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. **Vehicles** used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer’s ratings and/or limitations. **Commercial Use** does not include the following which are excluded from **Coverage** under this **Contract** irrespective of whether the **Commercial Use** Option is selected: a **Vehicle** used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a **Vehicle** equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a **Vehicle** with a municipal tag; a **Vehicle** used for principally off-road use, prearranged or organized racing or competitive driving.

**Contract** – Means this **Vehicle Service Contract**, consisting of seventeen (17) pages, including the **Application Page** and **Identification Card**.

**Coverage** – Means the component protection **You** selected as shown on **Your Identification Card** and in the **Coverage** box on the **Application Page** of this **Contract**.

**Covered Repair** – Means the pre-authorized reasonable expenses incurred for the repair or replacement of an **Eligible Component** that has experienced a **Breakdown** under normal service upon the expiration of the **Waiting Period** solely because of the **Eligible Component’s** condition and not because of the action, inaction or failure of any non-**Eligible Component**, subject to all **Exclusions**.

**Deductible** – Means the amount **You** are required to pay as selected on the **Application Page** per **Covered Repair**. No **Deductible** payment is required with respect to **Additional Benefits**. If no **Deductible** is stated on the **Application Page**, the standard **Deductible** will be one hundred (\$100) dollars. The **Deductible** does not apply to any **Maintenance Benefits** provided.

**Eligible Component(s)** – Means the specific part(s) identified and described under Section VI. What is Covered, and nothing else. Any part not specifically identified and described in Section VI. What is Covered is a non-**Eligible Component**.

**Expiration Date or Mileage** – Means the date and/or mileage when **Your Contract** is no longer in force, which is the earlier of the date **Administrator** has paid the **Limit of Liability**, or when the **Contract** Expiration Months or Odometer Miles listed on the **Application Page** is reached, whichever occurs first.

**Exclusions** – Means the items listed in VIII. Exclusions – What Is Not Covered, and nothing else.

**Hybrid Electric Vehicle (HEV)** – Means a type of Hybrid **Vehicle** that combines a conventional internal combustion engine (ICE) system with an electric propulsion system (Hybrid **Vehicle** drivetrain).

**Identification Card** – Means the numbered card, which becomes part of this **Contract**. It gives information about **You, Your Vehicle, Coverage** chosen and other significant data.

**Licensed Repair Facility** – Means any for-profit entity in the business of repairing or maintaining motor vehicles and recognized as such in the state where the facility is located.

**Limit of Liability** – Means **Our** maximum liability for **Coverage**. **Your** Level of **Coverage** is shown on the **Application Page**. Please refer to Section VI. What Is Covered to view the **Limit of Liability** for **Your** chosen Level of **Coverage**.

**Optional Coverage** – Means the **Optional Coverage** **You** purchased, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**. See Section VI.E. Optional Coverage.

**Maintenance Benefits** – Means the dollar amount paid to a **Licensed Repair Facility** towards the **pre-authorized** Maintenance services and/or replacement parts as listed in Section VI.D. Maintenance Benefits or, if **You** purchased the High-Line Maintenance Option as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, the revised dollar amount paid to a **Licensed Repair Facility** towards the **pre-authorized** Maintenance services and/or replacement parts as listed in Section VI.E.2. High-Line Maintenance Option.

**Pre-Existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical condition of **Your Vehicle** prior to **Contract** issuance or prior to the expiration of the **Waiting Period**. Failures that occur, or begin to occur, prior to the expiration of the **Waiting Period** are not eligible for **Coverage** under this **Contract**.

**Purchase Date and Mileage** – Means the date **You** purchased this **Contract**, and the mileage of **Your Vehicle** at the time **You** purchased this **Contract**.

**Responsibilities** – Means **Your** legal obligations under this **Contract**, as set forth in Section IV. Your Responsibilities.

**Seals and Gaskets** – Means **Seals and Gaskets** meant to prevent the loss of fluids. **Your** Level of **Coverage** is shown on the **Application Page**. Please refer to Section VI. What Is Covered to view **Your Seals and Gaskets** eligibility. (**Seals and Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.**)

**Vehicle** – Means the **Vehicle** described on the **Application Page**.

**Verifiable Document** – Means a computer-generated maintenance or repair invoice from a **Licensed Repair Facility** printed on the facility's letterhead. The document must include **Your** name, **Vehicle** year, make, model and VIN, date, and mileage at the time of service to be considered verifiable. Handwritten documents, invoices, and/or receipts will not be accepted. **Verifiable Documents** are mandatory for reimbursement of all **Maintenance Benefits** provided by this **Vehicle Service Contract**.

**Waiting Period** – Means the period of time AND mileage specified on the **Application Page** that precedes the **Coverage Period** of this **Contract**. The **Waiting Period** equals the number of days stated on the **Application Page**, starting from the Sale Date stated on the **Application Page**, AND the number of miles stated on the **Application Page** from odometer mileage at the Sale Date stated on the **Application Page**. **Coverage** under this **Contract** begins upon the expiration of the **Waiting Period**. No **Claims** will be authorized or reimbursed for failures that occur, or begin to occur, prior to the expiration of the **Waiting Period**.

**We, Us, Our** – Means the entity who is obligated to perform under this **Contract** (the "Obligor"). The Obligor of this **Contract** is **Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134**.

**Wear and Tear** – Means the deterioration of a part beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions. This **Contract** provides coverage for **Wear and Tear** of **Eligible Components** installed by the **Vehicle** manufacturer.

**You, Your** – Means the person who purchased this **Contract**, *i.e.* the **Contract** Purchaser shown on the **Application Page**, or the person to whom this **Contract** was properly transferred, *i.e.* the **Contract** Holder. **Contract** Holder shall be used synonymously with **Contract** Purchaser.

### III. SCOPE OF THIS AGREEMENT:

#### A. PARTIES:

There are two parties to this **Contract**: **You** and **Us**. This **Contract** relates only to **Your Vehicle**. This **Contract** does not apply to any other person or thing.

#### B. PAYMENT OF COVERED REPAIRS:

**Administrator** agrees to provide payment or reimbursement for **Covered Repairs**, less any **Deductible**, in accordance with the terms and provisions contained in this **Contract**. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the **Licensed Repair Facility's** published hourly rate multiplied by the appropriate operation time, as published in a national labor time guide. Replacement of **Eligible Components** may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at **Administrator's** discretion.

The **Waiting Period** must expire before any **Eligible Component** is eligible for repair or replacement under this **Contract**. In other words, no component is eligible for repair or replacement if it ceases to operate or shows signs of failure during the **Waiting Period** or prior to the purchase of this **Contract**. No **Claims** will be authorized or reimbursed for failures that occur, or begin to occur, prior to the expiration of the **Waiting Period**.

**Administrator** will NOT pay for any **Covered Repairs** performed without **Our** knowledge and prior approval. In other words, **You** must first obtain authorization from **Administrator** before any **Covered Repairs** are performed. Repairs performed without prior authorization do not qualify as

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**Covered Repairs.** Administrator will NOT pay for any **Covered Repairs** if **You** have failed to pay for this **Contract**, including **Your** failure to make monthly payments to **Us** or the lien holder or third-party finance company. In other words, if **Your** payments are not current, **Administrator** has no obligation to pay for any **Covered Repairs** until **Your** payments are current.

**C. ENTIRE AGREEMENT:**

This **Contract**, consisting of seventeen (17) pages, including the **Application Page**, Terms and Conditions, **Identification Card**, limitations, exceptions, definitions, and **Exclusions**, together with any endorsements, if any, constitutes the entire **Contract**. No one other than the parties hereto, by mutual agreement in writing, may change this **Contract** or waive any of its provisions. This **Contract** gives **You** specific rights. **You** may have other rights, which may vary from state to state in the United States or between provinces in Canada. Please see Section XV. Special State Requirements for state-specific information.

This **Contract** provides for the payment of **Covered Repairs**, **Additional Benefits** and **Maintenance Benefits**, and is for the sole benefit of **You** and applies only with respect to the **Vehicle** described on the **Application Page**. This **Contract** shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's** true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this **Contract**, **You** must immediately notify **Us** and within fifteen (15) days of the odometer becoming inoperable provide a **Verifiable Document** proving that the odometer has been repaired.

**D. CONTRACT PERIOD:**

**Benefits** under this **Contract** are available on the **Purchase Date**; however, **Coverage** begins upon the expiration of the **Waiting Period**. The **Waiting Period** for this **Contract** is the number of days AND miles stated on the **Application Page**, calculated from the date and mileage on the Sale Date stated on the **Application Page**. Any **Breakdown** that occurs, or begins to occur, prior to the expiration of the **Waiting Period** is not covered. This **Contract** terminates when the **Contract** Expiration Months or Odometer Miles listed on the **Application Page** is reached, or when the **Administrator** has paid the **Limit of Liability**, whichever occurs first.

**E. INELIGIBLE VEHICLES & USES:**

This **Contract** does not cover any **Vehicle** that has been issued a Salvage or Rebuilt title, unless the appropriate Salvage/Rebuilt Coverage Option is selected in the **Application Page**, and the appropriate surcharge has been paid. The following are excluded from **Coverage** under this **Contract** irrespective of whether the Salvage/Rebuilt Option is selected: (1) Any **Vehicle** that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; (2) Any **Vehicle** that has been declared True Mileage Unknown (TMU), has a failed, broken, disconnected or altered odometer; (3) Any **Vehicle** on which the actual accumulated mileage cannot be determined for any reason.

This **Contract** does not cover any **Vehicle** used for towing, unless **Your Vehicle** is equipped with factory installed or factory authorized tow package. The towing load is not to exceed the maximum towing capacity of **Your Vehicle** as determined by the manufacturer.

This **Contract** does not cover any **Vehicle** that is used for **Commercial Use** (unless the appropriate **Commercial Use** Option has been checked in the Options box on the **Application Page** and the surcharge has been paid), principally off-road use, prearranged or organized racing or competitive driving.

**F. TRANSFER OF MANUFACTURER'S WARRANTY:**

**You** are responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the **Vehicle** listed on the **Application Page** of the **Contract**. Failure to transfer the manufacturer's warranty can result in nonpayment of a **Claim** if the manufacturer's warranty would normally have been in effect if the transfer had been made.

**G. CANCELLATIONS:**

Please refer to Section XI. Cancellations, and please refer to Section XV. Special State Requirements for any exceptions or additional requirements in relation to the **Cancellation** of this **Contract**.

**H. CONTRACT HOLDER'S TRANSFER CONDITIONS:**

Please refer to Section XII. Contract Holder's Transfer Conditions, and please refer to Section XV. Special State Requirements for any exceptions or additional requirements in relation to the transfer of this **Contract**.

**I. RENEWABILITY:**

Please refer to Section XIII. Renewability, and please refer to Section XV. Special State Requirements for any exceptions or additional requirements in relation to the renewability of this **Contract**.

**J. GUARANTEE:**

Please refer to Section X. Guarantee, and please refer to Section XV. Special State Requirements for any exceptions or additional requirements in relation to the Guarantee of this **Contract**.

**IV. YOUR RESPONSIBILITIES:**

**A. DUTY TO PROVIDE ACCURATE INFORMATION:**

**You** are required to ensure that all information **You** provide to **Administrator** is accurate, including all information provided on the **Application Page**, and in connection with any **Claim**. If **Administrator** discovers that **You** have failed to provide accurate information, or to update incorrect information, **Administrator** has the right to cancel this **Contract** immediately. See Section III.G. Cancellations.

This **Contract** shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's** true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this **Contract**, **You** must immediately notify **Us** and within fifteen (15) days of the odometer becoming inoperable provide a **Verifiable Document** proving that the odometer has been repaired.

**B. DUTY TO MAINTAIN VEHICLE AND RECORDS:**

**You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **NOTE:** **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to **Your** driving habits and climate conditions may result in the denial of **Coverage**. If an Owner's Manual was not provided with **Your Vehicle** **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.

It is required that **Verifiable Documents** be retained for all maintenance services not performed under this **Contract**. **You** must retain **Verifiable Documents** proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage

for the services performed. If You perform **Your** own Maintenance services, receipts must be retained for the purchase of materials and supplies. **Verifiable Documents** are mandatory for reimbursement of all **Maintenance Benefits** provided by this **Vehicle Service Contract**.

**C. DUTY TO COOPERATE:**

You are required to cooperate with **Administrator** in connection with any **Claim** or other action under this **Contract**, including providing copies of documents and information in a timely and accurate manner. Failure to do so may constitute a breach of this **Contract** by **You**.

**V. FILING A CLAIM:**

If **Your Vehicle** incurs a **Breakdown**, or if **You** are having covered maintenance performed, **You** must take the following steps to file a **Claim**:

1. **Prevent Further Damage** – Take immediate action to prevent further damage to **Your Vehicle**. This **Contract** will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. The operator of the **Vehicle** is responsible for observing **Vehicle** warning lights and gauges and taking appropriate action immediately. Failure to do so may result in the denial of a **Claim**.
2. **Take Your Vehicle to a Licensed Repair Facility** – For a list of recommended **Licensed Repair Facilities** (preferred providers) in **Your** area go to <https://repairpal.com/endurance> or call **Us** (Customer Service) at 866-432-4443. For covered maintenance, take **Your Vehicle** to a **Licensed Repair Facility**. If **Your Vehicle** breaks down, arrange for transportation of **Your Vehicle** to a **Licensed Repair Facility** or **You** may utilize the 24-Hour Roadside Assistance Benefit pursuant to Section VII.2. 24-Hour Roadside Assistance Services and Benefits of this **Contract** to tow **Your Vehicle**, if necessary, to prevent further damage to the **Vehicle**.
3. **Provide the Licensed Repair Facility with a copy of Your Contract and/or Your Contract number if possible.**
4. **Obtain Authorization from the Administrator** – Prior to any covered maintenance or repair being made, instruct the service manager at the Licensed Repair Facility to contact the Administrator to obtain an authorization for the Claim at 877-414-0134. Any **Claim** for repairs or maintenance without prior authorization will not be covered except as provided under Emergency Repairs (#8 below). The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs or maintenance covered under the terms of this **Contract**. Any additional amount must receive prior approval.
5. **Authorize Tear-Down and/or Inspection** – In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the **Breakdown** is not covered under this **Contract**. **We** reserve the right to require an independent third-party inspection of **Your Vehicle** prior to any repair being made.
6. **Review Coverage** – After the **Administrator** has been contacted, review with the service manager what will be covered by this **Contract**.
7. **Pay any Applicable Deductible** – **You** must pay to the **Licensed Repair Facility** any required **Deductible**. **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible**. Once authorization is obtained and the repair is completed, all repair orders and documentation in the form of **Verifiable Documents** must be submitted to the **Administrator** within thirty (30) days (three hundred sixty-five (365) days in Wisconsin) to be eligible for payment. Costs for maintenance will be paid directly to the **Licensed Repair Facility**.
8. **Emergency Repairs** – Should an emergency occur which requires the repair of an **Eligible Component** to be made at a time when the **Administrator's** office is closed, **You** should follow the **Claim** procedures above without authorization, and **We** will make reimbursement to **You** or to the **Licensed Repair Facility** in accordance with the **Contract** provisions if the repair is a **Covered Repair**. **You** must call the **Administrator's** office within five (5) business days from the date of repair to determine if such repair will be covered by this **Contract**. Emergency Repairs are only those repairs, which, if not performed, would render **Your Vehicle** inoperable or unsafe to drive and impair its future operation. **Maintenance Benefits** are not considered Emergency Repairs and will not be reimbursed.

For **Claim** assistance, please contact the **Administrator** at 877-414-0134. NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE. Administered by: **Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134.**

**VI. WHAT IS COVERED:**

**A. COMPONENT PROTECTION:**

**Administrator** agrees to provide payment or reimbursement for **Covered Repairs**, less any **Deductible**, in accordance with the terms and provisions contained in this **Contract**. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the **Licensed Repair Facility's** published hourly rate multiplied by the appropriate operation time, as published in a national labor time guide. Replacement of **Eligible Components** may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at **Administrator's** discretion.

**Administrator** will not pay for repairs to components that have ceased to operate or exhibited signs of failure prior to the purchase of this **Contract** or prior to the expiration of the **Waiting Period**.

**Administrator** will not pay for any repairs that are covered by a manufacturer's and/or repair facility's warranty, or that may be covered by a separate vehicle service contract or similar component protection program.

**B. AUTHORIZATION AND INSPECTION:**

**Administrator** will only pay for pre-authorized repairs. If **You** intend to submit a **Claim** for **Covered Repairs** to the **Vehicle**, **You** or the **Licensed Repair Facility** must first seek prior authorization from **Administrator** before performing any repairs to **Your Vehicle**.

In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for the cost of the inspection and tear-down by the **Licensed Repair Facility** if the failure is not a **Covered Repair** under this **Contract**. **Administrator** reserves the right to require an independent third-party inspection of **Your Vehicle** prior to any repair being made.

**C. ELIGIBLE COMPONENTS:**

**Your Contract** provides **Coverage** as follows for the component protection **You** purchased as shown on **Your Identification Card** and in the **Coverage** box on the **Application Page**:

**PLUS:**

- a. **ENGINE:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are covered only if damaged by an internally lubricated part.

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- b. **TURBO/SUPERCHARGER (Surcharge Applies) – OEM equipment only:** If **Your Vehicle** is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
- c. **DIESEL (Surcharge Applies):** If **You** have a **Diesel Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
- d. **HYBRID ELECTRIC (Surcharge Applies):** If **You** have a **Hybrid Electric Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: Electric drive motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, and electronic power steering pump. Batteries are excluded.
- e. **AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.
- f. **MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.
- g. **DRIVE AXLE:** All internally lubricated parts including but not limited to ring and pinion gears, spider gears and side gears, bearings, bushings, spacers, yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged), four-wheel drive actuator, and locking hub mechanisms The drive axle housing is covered only if damaged by an internally lubricated part.
- h. **FOUR (4) WHEEL AND ALL WHEEL DRIVE (Surcharge Applies):** If **You** have a **4WD/AWD Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. Transfer case is covered only if damaged by an internally lubricated part.
- i. **BRAKES:** Master cylinder, vacuum power assist booster and valve, hydro booster, disc brake calipers, wheel cylinders, steel brake lines and hoses, ABS control module, ABS pump, ABS sensors, ABS accumulator, ABS motor, hydraulic lines and fittings, and rear actuators.
- j. **STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the steering gear assembly. The steering gear box/rack and pinion housing are covered only if damaged by an internally lubricated part.
- k. **ELECTRICAL:** Alternator, electric horn, front wiper motor, rear wiper motor, rear defroster switch, starter motor, starter solenoid, voltage regulator, all electrical manual switches, analog gauges, convertible top motor, cruise control module, cruise control servo, electronic instrument cluster, electronic level control compressor, electronic level control sensor, electronic off headlamp sensor, power antenna motor, main wiring harness, power door lock actuators, power mirror motor, power seat motor, power sunroof motor, power window motor, power window regulator, starter drive, washer motor, wiper circuit board, cam sensor, crank sensor, ignition module, engine control unit (ECU), engine control module (ECM), ignition control unit (ICU), coil pack, coil(s), pick-up coil, manifold air temperature sensor (MAT), camshaft position sensor, coolant temperature sensor, idle air control valve, idle speed control motor, knock sensor, mass air flow sensor (MAF), manifold absolute pressure sensor (MAP), oxygen sensor, vehicle speed sensor, and throttle position sensor.
- l. **AIR CONDITIONING AND HEATING (Factory Authorized Only):** Compressor, compressor clutch, compressor coil, accumulator, dryer/receiver, condenser, evaporator, blower motor, compressor pulley, expansion valve, high/low cutoff switches, and orifice tube.
- m. **FUEL SYSTEM:** Fuel injectors, fuel level sending unit, fuel injection pump, metal fuel lines, and primary fuel pump.
- n. **SUSPENSION:** Upper and lower ball joints, leaf and coil springs (only if broken), spindles, struts, upper and lower control arms, wheel bearings, radius arm, and bushings.
- o. **ENGINE COOLING SYSTEM:** Water pump, thermostat, radiator, radiator fan and clutch, fan blades, heater core.
- p. **SEALS AND GASKETS: Coverage** is provided for the standalone failure of the cylinder head and/or intake manifold gaskets only. All other leaking and/or failed **Seals and Gaskets** are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair, **unless You purchased the Seals and Gaskets Option as shown on Your Identification Card and in the Options box on the Application Page of this Contract. (Seals and Gaskets Coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.**

**LIMIT OF LIABILITY:** Our **Aggregate Limit of Liability** for all pending and paid Claims for **PLUS Coverage** shall not exceed the NADA Clean Retail value at the time of the **Covered Repair** as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the **Covered Repair**) and for **Salvage/Rebuilt Vehicles**, if the applicable surcharge has been paid, the **Vehicle's** value will be determined based on the NADA Rough Trade-In Value at time of repair or sixty (60%) percent of NADA Clean Retail – whichever is less.

**D. MAINTENANCE BENEFITS – ALL COVERAGE PLANS INCLUDE THE FOLLOWING:**

All **Maintenance Benefits** require pre-authorization from the **Administrator** and will be paid directly to the Licensed Repair Facility.

1. **Annual Oil and Filter Changes:** Provides up to fifty (\$50) dollars per Oil and Filter Change. **You must have Your Vehicle oil serviced in accordance with the manufacturer's frequency recommendations, as outlined in the Owner's Manual, or within one thousand (1,000) miles of Vehicle oil service light indicator** (maximum of three (3) Oil and Filter Changes per year).
2. **Brake Pads/Shoes:** Provides up to one hundred forty (\$140) dollars towards the replacement of Brake Pads/Shoes when deterioration is beyond the OEM's specified tolerances (one-time use per life of **Contract**).
3. **Battery:** Provides up to one hundred (\$100) dollars towards the replacement of a failed Battery when deterioration is beyond the OEM's specified tolerance (one-time use per life of **Contract**). Hybrid Electric **Vehicle** (HEV) Battery/Battery Pack excluded.
4. **Cooling System Maintenance and Lube:** Provides up to fifty-five (\$55) dollars towards Cooling System Maintenance and Lube services including drain/refill, pressure check, inspect hoses/belts/clamps, and lube chassis (one-time use per life of **Contract**).

5. **Annual Services:** Provides: (1) Up to forty-five (\$45) dollars towards Hand-Held Computer Engine Diagnostic exam; (2) Up to twenty-five (\$25) dollars towards Alignment Check, and; (3) Up to fifty-five (\$55) dollars towards State Safety Inspection where required by state (limited to one-time per year per service).
6. **Annual Tire Rotation:** Provides up to thirty-five (\$35) dollars towards Tire Rotation with air pressure check (limited to one-time per year).
7. **Wiper Blades:** Provides up to twenty (\$20) dollars towards the replacement of one (1) set of front windshield Wiper Blades when deterioration is beyond the OEM's specified tolerance (one-time use per life of **Contract**).
8. **Three (3) Manufacturer's Recommended Service Intervals:** Provides: (1) Up to twenty-five (\$25) dollars towards first recommended service visit; (2) Up to forty-five (\$45) dollars towards second recommended service visit, and; (3) Up to sixty-five (\$65) dollars towards third recommended service visit. **You must have Your Vehicle serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual, and within three thousand (3,000) miles of manufacturer's recommended intervals to qualify for this benefit (maximum of three (3) service intervals per life of Contract).**

#### E. OPTIONAL COVERAGE:

1. **Commercial Use Option (Surcharge Applies)** – If **You** purchased the **Commercial Use** Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** even when the **Vehicle** is utilized for a **Commercial Use** as defined in Section II. Definitions. This surcharge is mandatory as it applies. **This Option cannot be combined with the Unlimited Miles Option.**
2. **High-Line Maintenance Option (Surcharge Applies)** – If **You** purchased High-Line Maintenance Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **Your Maintenance Benefits** are revised to include: (1) Up to eighty-five (\$85) dollars per Oil and Filter Change for up to three (3) Oil and Filter Changes annually; (2) Up to two hundred five (\$205) dollars towards the replacement of Brake Pads/Shoes (one time use); (3) Up to one hundred fifty (\$150) dollars towards the replacement of a failed Battery (one time use); (4) Up to one hundred five (\$105) dollars towards Cooling System Maintenance and Lube services (one time use) and; (5) Up to forty (\$40) dollars towards the replacement of one (1) set of front windshield Wiper Blades (one-time use).
3. **High Tech Option (Surcharge Applies)** – Available on **PLUS Coverage**. If **You** purchased the High Tech Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **You** have **Coverage** for the following parts/components: Back-up camera and sensors/perimeter warning, video system and display screen, radio, compact disc player, cassette player, and GPS/NAV systems, blind spot sensors, electronic driver information display, and anti-theft systems (**remote excluded**).
4. **Lift Kit Option (Surcharge Applies)** – If **You** purchased the Lift Kit Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** even when the **Vehicle** is equipped with body or suspension lifts at the time of **Vehicle** purchase. This surcharge is mandatory as it applies. **The Lift Kit and its assemblies that are in addition to factory installed parts are excluded from Coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract. No Coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.**
5. **Salvage/Rebuilt Vehicle Coverage Option (Surcharge Applies)** – If **You** purchased the Salvage/Rebuilt Vehicle Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for a **Vehicle** that has ever had a Salvage or Rebuilt title. This surcharge is mandatory as it applies. **This Option is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has ever been branded for flood, fire, or saltwater damage.**
6. **Seals and Gaskets Option (Surcharge Applies)** – Available on **PLUS Coverage** on **Vehicles with up to one hundred fifty thousand (150,000) miles as indicated on the odometer at time of sale.** If **You** purchased the **Seals and Gaskets** Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for the replacement of **Seals and Gaskets**, designed to prevent the loss of necessary coolants, lubricants and fluids of all listed components, as standalone failures and/or repairs. **After one hundred seventy-five thousand (175,000) miles, Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.** Minor loss of fluid or seepage is considered normal and is not considered a **Breakdown** and is not eligible for **Coverage**.
7. **Unlimited Miles Option (Surcharge Applies)** – Available on **PLUS Coverage; Thirty-six (36) month terms only.** If **You** purchased the Unlimited Miles Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, mileage restrictions are removed from **Your Coverage**. **This Option is non-transferable and not available for Commercial Use Vehicles.**

#### VII. ADDITIONAL BENEFITS:

**Your Vehicle Service Contract** provides the following **Additional Benefits**:

1. **Rental Car Benefit and Substitute Transportation:** In the event of a **Covered Repair**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a **Licensed Repair Facility**. **Coverage** will be provided to **You** up to a maximum of thirty (\$30) dollars per day and a maximum of one hundred fifty (\$150) dollars per **Covered Repair**. Rental car reimbursement will not continue beyond the day repairs are completed and **You** are notified of the completion.
2. **24-Hour Roadside Assistance Services and Benefits:** All roadside assistance services and benefits are administered through **QUEST TOWING SERVICES, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879, 877-488-2418 in California by Quest Motor Club of California, in Alabama and Utah by Quest Towing, Inc.,** all entities being individually and collectively referred to as **Quest Towing Services**.
  - a. **Emergency Roadside Service:** 24-hour Roadside Service is provided when **Your Vehicle** is disabled, as long as this **Contract** is in effect, and is available by calling **877-488-2418**. Please provide the dispatcher with **Your Contract** Number (which is on the top right of **Your Contract**). Covered services are not obtained through **Us**.
  - b. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable the **Vehicle** to proceed under its own power (where available). **You** are responsible for the cost of any parts delivered.
  - c. **Tire Service:** The changing of flat tire on the covered **Vehicle** with **Your** provided spare.

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- d. **Battery Service:** Attempting to start the covered **Vehicle** with a booster battery.
- e. **Delivery Service:** We will cover the cost of delivering needed fuel or fluid to **Your Vehicle** at the disablement location. (**You** must pay for the cost of the actual fluids).
- f. **Towing Service:** We will cover in total any tow of the **Vehicle** up to twenty-five (25) miles or less.
- g. **Lockout Services:** If keys are locked inside the passenger compartment of the covered **Vehicle**, a locksmith will be dispatched for services.
- h. **Trip Interruption:** In the event of a **Covered Repair**, We will reimburse **You** up to a maximum of one hundred fifty (\$150) dollars per day for a maximum of three (3) days, not to exceed a total of four hundred fifty (\$450) dollars, for expenses incurred by **You** for meals and/or lodging, provided: **You** cannot operate **Your Vehicle** due to a **Covered Repair** and the **Breakdown** occurs more than one hundred (100) miles away from **Your** home, and expenses are incurred between the time of **Breakdown** and the time the **Covered Repairs** are completed. (The date of **Breakdown** shall be considered the first day). One (1) day's Trip Interruption expense shall be allowed for each eight (8) hours, or portion thereof, of required manual flat-rate labor time.

**Coverage:** You are entitled to one (1) service of any type described in this Section per seventy-two (72) hours. Services available to **You** (subject to the terms above) at no cost include: Towing, battery jumpstart, flat tire change, fuel or fluid delivery, and lockout.

**Reimbursement:** In the event **Your Vehicle** is disabled, and **You** contracted for any 24-Hour Roadside Assistance Services and Benefits on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum reimbursement for any 24-Hour Roadside Assistance Services and Benefits contracted for by **You** is strictly limited to fifty (\$50) dollars per **Covered Repair** (one hundred fifty (\$150) dollars per day for Trip Interruption in the event of a **Covered Repair**). **You** must send **Your** original receipted roadside bills along with a completed **Claim** form to: **QUEST TOWING SERVICES, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879, 877-488-2418.**

## VIII. EXCLUSIONS – WHAT IS NOT COVERED:

Unless otherwise provided herein, Coverage is NOT provided under this Contract:

- A. For any part not listed in the Schedule of Coverages for the Coverage and options **You** selected.
- B. For any repair, replacement, or maintenance service made without prior authorization from Administrator to Repair Facility.
- C. For maintenance services and parts described in **Your Vehicle's Owner's Manual** as supplied by the manufacturer and other normal maintenance services and parts not listed under **Section VI.D. Maintenance Benefits**.
- D. For the following parts and components including: Spark plugs, glow plugs, PCV valves, PCV system, filters, fluids, lubricants, freeze plugs, thermostat housing, alignments, coolants, batteries, battery cable, fuses, hoses, clamps, belts, shock absorbers, tires, wheels, wheel covers, wheel lugs and lug nuts, tire pressure sensors, valve stems, light bulbs, sealed beams, HID light assemblies, LED lighting, lenses, seat belts, safety restraint systems (including air bags), exhaust systems, catalytic converters, particulate filters, fuel/vapor vent valves/solenoids/sensors, diesel exhaust fluid injection systems, vacuum canister/reservoir, vapor canister, air pump/lines/valves, vapor return lines/valves/solenoids/sensors, gas cap/filler neck, brake rotors, brake drums, distributor cap and rotor, speakers, upholstery, paint, glass, trim, moldings, weather strip/body seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames and structural parts, sub-frames, brackets, convertible top assemblies, vinyl top, conversion van appliances, pre-heated car systems, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, water leaks, air leaks, wind noise, squeaks, rattles, odors, carburetors, manual clutch system (friction clutch disc, pressure plate, throw out, and pilot bearing). Any options/equipment not originally installed by the vehicle manufacturer.
- E. For any damage and/or Breakdown resulting from damage caused to an Eligible Component by impact or any other external force known or unknown, collision, bent or twisted parts, salt, environmental damage, contamination, oxidation, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, audible warning sounds, or warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to: Lightning, earthquake, windstorm, volcanic eruption, or freezing.
- F. For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. Any repair that has been misdiagnosed by the Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- G. For any Breakdown caused by **Your** failure to follow the instructions in **Section IV. Your Responsibilities** and **Section V. Filing a Breakdown Claim**, any Breakdown where maintenance records, with the exception of maintenance paid for by Us pursuant to **Section VI.D.** pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**.
- H. For any Breakdown or failure costs that should be covered by a manufacturer's warranty with the exception of Canadian Grey Market Vehicles, recall, or any other Dealer customer assistance program. For any Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturer's or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by an insurance policy.
- I. For any Pre-Existing Condition, for any Breakdown that occurs, or begins to occur, prior to the expiration of the Waiting Period or reported after the Expiration Date or Mileage, or if the information provided by **You**, or the Licensed Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- J. For any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a mechanical Breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication or carbon buildup. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
- K. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.

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- L. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, or lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.
- M. For any Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.
- N. For any Vehicle that has been issued a Salvage or Rebuilt title, unless the appropriate Salvage/Rebuilt Coverage Option is selected on the Application Page, and the appropriate surcharge has been paid. The following are excluded from Coverage under this Contract irrespective of whether the Salvage/Rebuilt Option is selected: (1) Any Vehicle that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; (2) Any Vehicle that has been declared True Mileage Unknown (TMU), has a failed, broken, disconnected or altered odometer; (3) Any Vehicle on which the actual accumulated mileage cannot be determined for any reason.
- O. For a Breakdown of an Eligible Component caused by Your failure to perform reasonable repairs recommended by a dealer, Licensed Repair Facility, or Administrator. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- P. For any part or repair that a Licensed Repair Facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part. Any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.
- Q. For Commercial Use vehicles unless the appropriate Commercial Use Option is selected on the Application Page, and the appropriate surcharge has been paid, in which case only vehicles that are being used for purposes that fall within the definition of Commercial Use will be covered. The following are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off-road use, prearranged or organized racing, or competitive driving.
- R. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to: any custom or add-on part, trailer hitches, suspension lifts or reductions, oversized/undersized wheels or tires, emissions and/or exhaust system modifications, engine modifications, transmission modifications, drive axle modifications, and includes any performance modifications. the failure of any custom or add-on part, trailer hitches, all frame or suspension modifications, lift kits and/or undersized or oversized tires. This exclusion does not apply to suspension lift kits when the Lift Kit Option box is selected on the Application Page, and the appropriate surcharge has been paid, provided that the Vehicle has a maximum increase for a body/suspension lift combined that does not exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturers specifications for Your Vehicle. No Coverage is available for suspension reductions or undersized wheels or tires. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.
- S. For any Breakdown or failure occurring outside of the United States or Canada.
- T. For any repair or replacement of any Eligible Component if a Breakdown has not occurred, or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions, is Your responsibility and expense. Damage to an Eligible Component due to failure of a non-Eligible Component is also excluded.
- U. For any imported vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards with the exception of Canadian Grey Market vehicles.

IX. This section has been intentionally omitted.

#### X. GUARANTEE:

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company (a California approved Insurance Company), 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. If a covered Claim or refund is not paid within sixty (60) days (thirty (30) days in Arizona and Alaska) after proof of loss has been filed, You may file a Claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

#### XI. CANCELLATIONS:

You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested Cancellation date, to the Seller or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of Your Vehicle at the date of the request for Cancellation will be required. If this Contract is canceled by You within the first thirty (30) days of the purchase date of this Contract (The Free Look Period) and You have not incurred a Claim, the entire Contract purchase price will be refunded, less an administrative fee of fifty (\$50) dollars. If You have incurred a Claim within the first thirty (30) days or if this Contract is canceled after the first thirty (30) days, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to Cancellation less an administrative fee of fifty (\$50) dollars, and the total amount of all authorized Claims. If the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this Contract was in force less an administrative fee of fifty (\$50) dollars and less the total amount of all authorized Claims. Proof that there is no lien or outstanding credit obligation against this Contract must be provided with Your refund request. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) You do not pay the Contract purchase price; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by Us, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. Unless the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be equal to the lesser amount produced using either

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the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less administrative fee of fifty (\$50) dollars, and the total amount of all authorized Claims. If the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less an administrative fee of fifty (\$50) dollars and less the total amount of all authorized Claims. If this **Contract** is cancelled because **Your Vehicle** is repossessed, the lienholder or creditor will be the sole payee of the refund. If this **Contract** is cancelled because of a total loss of **Your Vehicle**, the lienholder or creditor will be the sole payee of the refund, unless **You** provide the **Administrator** with proof that there is no lien or outstanding credit obligation against **Your Vehicle**.

If this **Contract** has been financed through a third-party finance company arranged by **Us** or the seller from whom **You** purchased **Your Contract**, as identified on the **Application Page**, then financing pertains only to **Your Contract**, not **Your Vehicle**. The finance company may cancel **Your Contract** for non-payment. In the event **Your Contract** is canceled for non-payment, **You** forfeit any and all refund rights. Further, **Administrator** will NOT pay for any **Covered Repairs** if **You** have failed to pay for this **Contract**, including **Your** failure to make monthly payments to **Us** or the lien holder or third-party finance company. In other words, if **Your** payments are not current, **Administrator** has no obligation to pay for any **Covered Repairs** until **Your** payments are current. Reinstatement of a **Contract**, cancelled for any reason, is at the sole discretion of the **Administrator**.

## XII. CONTRACT HOLDER'S TRANSFER CONDITIONS:

This **Contract**, while in-force, may be transferred by the ORIGINAL **Contract** Holder to the subsequent owner of the **Vehicle** for a fee of fifty (\$50) dollars, payable to **Us**. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided in the form of a **Verifiable Document(s)** to **Administrator** upon transfer. Transfer is limited to an individual purchaser of the **Vehicle** (not a Dealer) and the title may not pass through a Dealer. All terms and conditions of the original **Contract** will apply to the transferee. Approval of transfers is at the discretion of the **Administrator** and may be declined for any reason. Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the **Vehicle** to the subsequent owner. The Transfer Application may be obtained from the **Administrator**, or Seller as identified on the **Application Page**. Refer to Section XV. Special State Requirements for any exceptions or additional requirements in relation to the transfer of this **Contract**. The Unlimited Mileage Option is non-transferable and, upon transfer of **Contract**, will revert to a term of thirty-six (36) months or thirty-six thousand (36,000) miles, whichever occurs first; the second owner will receive the unused balance of thirty-six thousand (36,000) miles as calculated from the purchase mileage as stated on the **Application Page** of this **Contract**.

## XIII. RENEWABILITY:

**You** have the right to purchase a **Contract** for additional time/mileage, provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the **Expiration Date** or **Mileage**. Contact Seller for terms, **Coverage** and **Deductible** options available, which may not match the original **Contract Coverage**.

## XIV. DISPUTE RESOLUTION:

### A. Pre-Arbitration Request for Reconsideration

If **You** believe **We** have improperly denied a **Claim** for repairs, **You** should, before bringing any complaints, demands or other proceedings before any court, government agency, administrative body or third party, request a reconsideration of the denial via email to [reconsideration@endurancedirect.com](mailto:reconsideration@endurancedirect.com) or via first-class mail to Endurance Dealer Services, LLC, ATTN: Reconsideration, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062. Please include **Your** full name and **Contract** number, a brief description of why **You** believe the **Claim** was improperly denied, and any other information or documentation **You** believe is relevant to the **Claim**. Please allow **Us** 48 business hours from the time of receipt to respond.

### B. Arbitration:

This **Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning the **Contract** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, **You** must make a written demand to seek arbitration at the following address:

Endurance Dealer Services, LLC  
400 Skokie Blvd., Suite 105  
Northbrook, IL 60062

This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred, or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Contract**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Contract** and all transactions contemplated by the **Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Contract**.

## XV. SPECIAL STATE REQUIREMENTS:

These special state requirements apply if **Your Contract** was delivered in one of the following states and supersedes any other provisions herein to the contrary:

### ALABAMA SPECIAL STATE REQUIREMENTS:

Section XI is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void the **Contract** is not transferable and applies only to the original **Contract** Holder. Any administration fee for a **Cancellation** by **You** outside of the Free Look Period shall not exceed twenty-five (\$25) dollars. If **We** cancel this **Contract** for a reason other than nonpayment or material misrepresentation by **You**, **We** will provide **You** with a written notice at **Your** last known address as reflected in **Our** files stating the effective date of and reason for **Cancellation** at least five (5) days prior to **Cancellation**. Additionally, **We** will not impose an administrative fee if **We** cancel. Notwithstanding any language to the contrary contained herein, **We** will not deduct from any refund amount the total amount of all authorized Claims.

### ALASKA SPECIAL STATE REQUIREMENTS:

Section X is amended as follows: In Alaska, **You** may file a **Claim** directly with the Insurance Company if a **Claim** or refund is not paid within thirty (30) days after **You** notify **Us** of the **Claim**. Section XI is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. The right to void the **Contract** is not transferable and applies only to the original **Contract** Holder. Any administrative fee for a

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**Cancellation** by **You** outside of the Free Look Period shall not exceed the lesser of seven and five-tenths (7.5%) percent of the unearned **Contract** purchase price or fifty (\$50) dollars. **We** may only cancel this **Contract** for nonpayment of the purchase price, if **You** have been convicted of a crime increasing the hazard covered by the **Contract**, fraud or material misrepresentation by **You** in obtaining the **Contract** or in pursuing a **Claim** hereunder, a grossly negligent act or omission by **You** that substantially increases the hazards covered by the **Contract**, physical changes to the **Vehicle** that makes it ineligible for **Coverage**, or a substantial breach of **Your** duties hereunder. If **We** cancel this **Contract** for a reason other than nonpayment of the **Contract** purchase price or fraud or material misrepresentation by **You** in connection with obtaining the **Contract** or pursuing a **Claim** hereunder, **We** will provide a written notice of **Cancellation** to **You** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the reason for and the effective date of **Cancellation**. Any refund due under this **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or the effective date of **Our Cancellation** or a ten (10%) percent penalty per month will be added to the refund. **We** will not charge an administrative fee if **We** cancel.

#### **ARIZONA SPECIAL STATE REQUIREMENTS:**

Notwithstanding any language to the contrary contained herein, **We** will not cancel or void this **Contract** due to any of the following if known by **You**, **Us**, or the Seller listed on the **Application Page**: Pre-existing conditions; prior use or unlawful acts relating to the **Vehicle**; misrepresentation by either the Obligor or subcontractors; or the **Vehicle** qualifying as a gray market, high performance, or GM diesel auto. Further, neither Obligor nor its assignees or subcontractors will cancel or void **Coverage** under this **Contract** due to the acts or omissions of the Obligor, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner. Section VIII.L. is amended to include, "No **Pre-Existing** condition will be excluded if the condition was known or reasonably should have been known by **Us** or the Seller." Section VIII.N. is amended to include, "this **Contract** does not exclude **Coverage** if the odometer was tampered with prior to purchase." Section VIII.H. is deleted in its entirety. Section XIV. does not preclude **You** from **Your** right to file a complaint with the Arizona Department of Insurance. Section XI. is amended as follows: Any fee charged for cancellations will be the lessor of fifty (\$50) dollars or ten (10%) percent of the gross amount paid by **You**.

#### **ARKANSAS SPECIAL STATE REQUIREMENTS:**

Section XI. is amended as follows: Any pro rata refund will not be reduced by the total amount of authorized Claims.

#### **CALIFORNIA SPECIAL STATE REQUIREMENTS:**

As Obligor, Endurance is fully obligated for the performance of all duties hereunder, including roadside services and benefits. The definition of **Breakdown** in Section II. is amended as follows: **Breakdown** – Means the operational or structural failure of a covered part due to a defect in materials or workmanship. A covered part has suffered a failure when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **Subsequent damages resulting from the Breakdown of a covered part are covered by this Contract with exceptions including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.** Section VII. "REIMBURSEMENT" is amended as follows: In the event **Quest Motor Club of California** fails or refuses to honor a **Claim**, **You** may contact the **Administrator** directly at **877-414-0134**. Section VI.B. is amended as follows: **You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. All Verifiable Documents must be retained for any service work and may be requested. The Administrator may request receipts to verify Vehicle maintenance. If You perform Your own service, You must retain all receipts that show purchase of materials used in Vehicle maintenance procedures.** The exclusion set forth in Section VIII.N. is amended as follows: **If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made within a reasonable period of time, or the odometer has been altered in any way subsequent to purchase.** The exclusion set forth in Section VIII.L. of this **Contract** is amended as follows: **For any pre-existing condition, for any Breakdown occurring prior to the Effective Date and Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. We will not deny Coverage to You solely due to lack of Verifiable Documents for maintenance services performed.** Section X. is amended to include the following: 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](http://www.insurance.ca.gov)). Section XI. of this **Contract** is amended as follows: If **You** cancel this **Contract** within sixty (60) days after receipt of the **Contract**, thirty (30) days if the covered **Vehicle** was other than new when the **Contract** was purchased, and no **Claim** has been paid hereunder, **We** will refund the entire **Contract** purchase price. If **You** cancel this **Contract** after sixty (60) days, thirty (30) days if the covered **Vehicle** was other than new when the **Contract** was purchased, or if a **Claim** has been paid during the first sixty (60) days, thirty (30) days if the **Vehicle** was other than new when the **Contract** was purchased, **You** may cancel this **Contract** and **We** will pay a pro-rata refund of the **Contract** purchase price based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date, unless the Unlimited Miles Option was selected and the appropriate surcharge paid. If the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force. **Cancellations** after the first sixty (60) days, thirty (30) days if the covered **Vehicle** was other than new when the **Contract** was purchased, are subject to an administration fee of twenty-five (\$25) dollars or ten (10%) percent of the purchase price, whichever is less. **We** may cancel this **Contract** within the first sixty (60) days after the date of purchase only upon providing **You** with a notice of **Cancellation** at **Your** last known address as reflected in **Our** files, stating the reason for **Cancellation**, postmarked before the sixty-first (61st) day after the date of purchase, and **We** will pay a full refund of the **Contract** purchase price paid by **You**, unless **We** have paid a **Claim** hereunder or advised **You** in writing that **We** will pay a **Claim**, in which case **We** will pay a pro-rata refund of the **Contract** purchase price based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date, less the amount of any Claims paid prior to **Cancellation**. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less the amount of any Claims paid prior to **Cancellation**. **We** may cancel this **Contract** for nonpayment or for fraud or material misrepresentation by **You** at any time by providing **You** with a notice of **Cancellation** at **Your** last known address as reflected in **Our** files, stating the specific grounds for the **Cancellation**, and **We** will refund the full amount paid by **You** for this **Contract**, unless **We** have paid a **Claim** hereunder, in which case **We** will pay a pro-rata refund of the **Contract** purchase price paid by **You** based upon the greater of the time or mileage expired from the **Contract** purchase date and odometer reading at that date, less the amount of any Claims paid prior to **Cancellation**. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less the amount of any Claims paid prior to **Cancellation**. If **We** cancel this **Contract** for any reason **We** will not charge an administrative or **Cancellation** fee, any refund due will be paid within thirty (30) days of the date of **Cancellation**, the **Contract** will cease to be valid five (5) days after the date the notice of **Cancellation** is postmarked, and **We** will pay any **Claim** reported to **Us** prior to the effective date of **Cancellation** that is covered by this **Contract**. For purposes of this paragraph, a **Claim** will be deemed to have been reported to **Us** if **You** have completed the first step required to report a **Claim** pursuant to Section VI.B. of this **Contract**. Section XIV. is replaced in its entirety by the following: Any controversy or **Claim** arising out of or relating to this **Contract**, or a breach hereof, shall be settled by arbitration according to the California Arbitration Act. **You** and **Us** shall each pay a pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees or other expenses incurred by **You** or **Us** for **Our** individual benefit. In the event **You** are indigent, all

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fees and costs charged to or assessed, exclusive of arbitrator fees, shall be waived. **You** will not be required to pay any fees and costs, including, but not limited to, the fees and costs of the arbitrator, provider organization, attorney, or witness(es) incurred by **Us** in the event **You** do not prevail in the arbitration. Judgment upon the Arbitrator's award may be entered in any court having jurisdiction thereof. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. **You** must notify the **Administrator** in writing of **Your** intent to seek arbitration at the following address:

**Endurance Dealer Services, LLC**  
**400 Skokie Blvd., Suite 105**  
**Northbrook, IL 60062**

**COLORADO SPECIAL STATE REQUIREMENTS:**

The policy number for Wesco Insurance Company is SCRI-WIC-0002 (01-10).

**CONNECTICUT SPECIAL STATE REQUIREMENTS:**

Connecticut law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicle** as follows: Used **Vehicles** with a sale price of three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars, **Coverage** for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; Used **Vehicles** with a sale price of five thousand (\$5,000) dollars or more, **Coverage** for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the **Vehicle** **You** have purchased. 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, **Coverage** and exclusions in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. The **Contract** Holder may cancel at any time for any reason. Section XI, is amended to include the following: Should this **Contract** expire while repairs covered under this **Contract** are in process, the term of this **Contract** will be automatically extended to the date that the **Vehicle** is released from the Repair Facility. Section XIV, is amended as follows: **We** are required to make reasonable efforts with **You** to resolve disputes regarding this Agreement. If **We** cannot reach an agreement, **You** may file a written complaint with the State of Connecticut Insurance Department, which may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attention: Consumer Affairs. Written complaints must describe the dispute, the price of the product, and the cost of repair and must include a copy of this **Contract**.

**DISTRICT OF COLUMBIA SPECIAL STATE REQUIREMENTS:**

Section XI, is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period or if **We** cancel for a reason other than nonpayment. Any fee charged for cancellations will not exceed ten (10%) percent of the gross amount paid by **You**. If **We** cancel this **Contract** for a reason other than nonpayment, material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the covered product or its use, **We** will provide **You** with a written notice at **Your** last known address as reflected in **Our** files stating the effective date of and reason for **Cancellation** at least five (5) days prior to **Cancellation**.

**GEORGIA SPECIAL STATE REQUIREMENTS:**

The **Waiting Period**, which precedes the term of coverage, does not reduce the term of **Coverage** purchased by **You**. The **Waiting Period** shall not exceed 30 days or 1,000 miles. **We** will not deny a **Claim** under this **Contract** for a **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services. The exclusion set forth in Section VIII.R, is limited to alterations made by **You** or with **Your** knowledge. The exclusion set forth in Section VIII.L, is limited to pre-existing conditions known to **You** and information provided by **You**. The exclusion set forth in Section VIII.T, is deleted in its entirety. Section XI, is amended as follows: **We** may only cancel this **Contract** for fraud, material misrepresentation, or nonpayment. In the event **We** cancel this **Contract**, unless the Unlimited Miles Option has been selected, **We** will retain a pro rata amount based on greater of the days in force or the miles driven related to the term of this **Contract** and no administrative or **Cancellation** fee will be assessed. If the Unlimited Miles Option has been selected, **We** will retain a pro rata amount based on the days in force related to the term of this **Contract** and no administrative or **Cancellation** fee will be assessed. If **You** cancel this **Contract** at any time, no administrative or **Cancellation** fee will be assessed. All cancellations will conform to OCGA 33-24-44. The total amount of all authorized Claims will not be deducted from any pro rata refund amount. The finance company may only cancel for nonpayment if it holds a power of attorney. Section XIV, is deleted in its entirety. The last sentence in the exclusion set forth in Section VIII.N, is amended to read as follows: "Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the **Vehicle**'s actual accumulated mileage cannot be determined subsequent to the purchase of this **Contract**." The exclusion set forth in Section VIII.F, is amended to delete the following language: "Any repair that has been misdiagnosed by the Repair Facility."

**HAWAII SPECIAL STATE REQUIREMENTS:**

Section XI, is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a notice of **Cancellation** at **Your** last known address as reflected in **Our** files stating the effective date and reason for **Cancellation** at least five (5) days prior to **Cancellation**. However, **We** will not provide a notice of **Cancellation** if the reason for **Cancellation** is nonpayment of the purchase price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

**IDAHO SPECIAL STATE REQUIREMENTS:**

**Coverage afforded under this Agreement is not guaranteed by the Idaho Guarantee Association.** Section XI, is amended as follows: The total amount of authorized Claims will not be deducted in **Our** calculation of any pro rata refund.

**ILLINOIS SPECIAL STATE REQUIREMENTS:**

Section XI, is amended as follows: Any administrative fee assessed by **Us** in connection with **Cancellation** shall not exceed the lesser of ten (10%) percent of the purchase price or fifty (\$50) dollars.

**INDIANA SPECIAL STATE REQUIREMENTS:**

**Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. The exclusion set forth in Section VIII.L, is amended as follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to **You**. Section XIV, is amended as follows: Arbitration shall only be required upon mutual agreement by **Us** and **You** and shall take place in **Your** county of residence or other mutually agreed upon location. The arbitrator shall be mutually agreed upon by **Us** and **You**. For information regarding arbitration and the rules applicable thereto **You** may contact the American Arbitration Association at 800-778-7879. **THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.**

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**IOWA SPECIAL STATE REQUIREMENTS:**

This **Contract** is subject to rules administered by the Iowa Insurance Division. **You** may call the Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **We** will not use used parts to make a repair under this **Contract** without prior written authorization from **You** unless such parts were rebuilt in accordance with Iowa Administrative Code Rule 191-103.6(5). **Section XI**. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any administrative fee charged for a **Cancellation** outside of the Free Look Period shall not exceed the lesser of ten (10%) percent of the **Contract** purchase or fifty (\$50) dollars. Any refund for a **Contract** cancelled by **You** will be paid within thirty (30) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. If **We** cancel this **Contract**, **We** will mail a written notice of **Cancellation** to **You** within fifteen (15) days of the date of termination, which shall state the effective date of the **Cancellation** and the reason for the **Cancellation**. However, **We** will not provide a notice of **Cancellation** if the reason for **Cancellation** is nonpayment of the purchase price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

**KANSAS SPECIAL STATE REQUIREMENTS:**

Lockout Services and Tire Service are not available.

**LOUISIANA SPECIAL STATE REQUIREMENTS:**

**Section XI**. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. The right to cancel this **Contract** during the Free Look Period is not transferable and shall apply only to the original service **Contract** holder. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. If **We** cancel this **Contract**, **We** will mail to **You** a notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation stating the effective date and the reason for **Cancellation**. However, **We** will not provide prior notice if the **Cancellation** is for nonpayment, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. The motor **Vehicle** service **Contract** is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor **Vehicle** service **Contract** may be directed to the attorney general.

**MAINE SPECIAL STATE REQUIREMENTS:**

**Section XI**. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Any administrative fee charged for a **Cancellation** by **You** outside of the Free Look Period shall not exceed ten (10%) percent of the **Contract** purchase price. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files fifteen (15) days prior to **Cancellation** stating the effective date and reason for **Cancellation**. If **We** cancel this **Contract** for any reason other than nonpayment by **You**, the entire **Contract** purchase price will be refunded less an administrative fee of ten (10%) percent of the **Contract** purchase price, not to exceed fifty (\$50) dollars and less the total amount of authorized Claims.

**MARYLAND SPECIAL STATE REQUIREMENTS:**

**Section VIII.D**. is amended by the addition of the following: However, those parts and components listed under **Section VI.D. Maintenance Benefits** are not subject to this paragraph. **Section XI**. is amended as follows: Should this **Contract** expire while repairs covered under this **Contract** are in process, the term of this **Contract** will be automatically be extended to the date that the **Vehicle** is released from the Repair Facility. No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a penalty of ten (10%) percent of the **Contract** purchase price paid per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Any administrative fee charged for a **Cancellation** by **You** outside of the Free Look Period shall not exceed ten (\$10) dollars. **Section XIV**. is amended as follows: The laws of the state of Maryland will govern.

**MASSACHUSETTS SPECIAL STATE REQUIREMENTS:**

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles**, as follows: Used **Vehicles** with less than forty thousand (40,000) miles at time of sale Provides **Coverage** for ninety (90) days or three thousand seven hundred fifty (3,750) miles, whichever occurs first. Used **Vehicles** with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale Provides **Coverage** for sixty (60) days or two thousand five hundred (2,500) miles, whichever occurs first. Used **Vehicles** with eighty thousand (80,000) miles or more, but less than one hundred twenty-five thousand (125,000) miles at the time of sale Provides **Coverage** for thirty (30) days or one thousand two hundred fifty (1,250) miles, whichever occurs first. This law may cover the **Vehicle** **You** have purchased. 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 in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. In Massachusetts, the entity obligated to perform under this **Contract** is the Seller listed on the **Application Page**. **Section XI**. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period.

**MINNESOTA SPECIAL STATE REQUIREMENTS:**

**Section XI**. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files stating the effective date and reason for **Cancellation** at least fifteen (15) days prior to the effective date of **Cancellation**, five (5) days if **Cancellation** is for nonpayment, material misrepresentation, or a substantial breach of **Your** duties under this **Contract**. **Section XIV**. is amended as follows: This **Contract** is deemed to have been made in Minnesota for purposes of Arbitration.

**MISSISSIPPI SPECIAL STATE REQUIREMENTS:**

**Section XIV**. is deleted in its entirety. **Section XI**. is amended as follows: If **You** cancel this **Contract** within the first thirty (30) days of the purchase date and **You** have not incurred a **Claim**, the **Contract** is void and the entire **Contract** purchase price will be refunded, and **We** will not charge an administrative fee. If **You** cancel the **Contract** after thirty (30) days or after **You** have incurred a **Claim**, **We** will refund **You** the unearned **Contract** pro rata purchase price of the **Contract**, less the amount of Claims paid and a reasonable administrative fee of up to ten (10%) percent of the gross **Contract** purchase price or \$50, whichever is less. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after **You** cancel the **Contract**. The right to void the **Vehicle** service **Contract** provided in this subsection is not transferrable, applies only to the original Service **Contract** Holder. **We** may only cancel this **Contract** for nonpayment of the purchase price, a material misrepresentation by **You** or a substantial breach of the **Your** duties under this **Contract**. Unless **We** cancel for **Your** nonpayment of the purchase price, **We** will refund one hundred (100%) percent of the unearned pro rata purchase price less any Claims paid and a reasonable administrative fee of up to ten (10%) percent of the gross **Contract** purchase price or \$50, whichever is less.

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**MISSOURI SPECIAL STATE REQUIREMENTS:**

Section XI. is amended as follows: If **You** cancel this **Contract** within the first thirty (30) days of the date the **Contract** was mailed to **You**, or thirty (30) days of the purchase date and a **Claim** has not been made hereunder, the **Contract** is void and **We** will refund the entire **Contract** purchase price. If a **Claim** has been made hereunder during this time period, **We** will refund the entire **Contract** purchase price less any **Claims** that have been paid. Any **Cancellation** refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Subsequent to this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of fifty (\$50) dollars and less the total amount of authorized **Claims**. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less an administrative fee of fifty dollars (\$50) and less the total amount of all authorized **Claims**. If this **Contract** is canceled for any reason outside of the time period during which the **Contract** can be voided, **We** will mail to **You** a written notice of **Cancellation** within forty-five (45) days of the date of **Cancellation**.

**MONTANA SPECIAL STATE REQUIREMENTS:**

Section XI. is amended as follows: If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation**. However, **We** will not provide **You** with prior notice of **Cancellation** if **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder in which case.

**NEBRASKA SPECIAL STATE REQUIREMENTS:**

Section XIV. is amended as follows: Arbitration shall only be required upon mutual agreement by **Us** and **You**.

**NEVADA SPECIAL STATE REQUIREMENTS:**

**THE WAITING PERIOD IS SPECIFIED ON THE APPLICATION PAGE. THIS PERIOD PRECEDES THE COVERAGE PERIOD OF THE CONTRACT AND EQUALS THE NUMBER OF DAYS STATED ON THE APPLICATION PAGE, STARTING FROM THE SALE DATE STATED ON THE APPLICATION PAGE, AND THE NUMBER OF MILES STATED ON THE APPLICATION PAGE FROM ODOMETER MILEAGE AT THE SALE DATE STATED ON THE APPLICATION PAGE. COVERAGE UNDER THIS CONTRACT BEGINS UPON THE EXPIRATION OF THE WAITING PERIOD.**

The exclusion set forth in Section VIII.L. is amended to add the following: However, **We** will not deny **Coverage** for the **Breakdown** of a covered component or part that is unrelated to any such non-manufacturer-recommended alteration or use. Section XI. is amended as follows: No **Cancellation** fee will be assessed for cancellations made during the Free Look Period. **We** will assess a **Cancellation** fee of twenty-five dollars (\$25) for **Your Cancellation** after the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty will be added to the refund. The right to void this **Contract** is not transferable and applies only to the original **Contract** Holder. If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to **Cancellation**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract**, except for the following reasons, before the expiration of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first. (a) Failure by **You** to pay an amount when due; (b) **Your** conviction for 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** under this **Contract**; (d) Discovery of: (1) An act or omission by **You**; or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increase 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** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold. If **We** cancel this **Contract** for any reason, **We** will not impose a **Cancellation** fee for such **Cancellation**. The total amount of authorized **Claims** will not be deducted in **Our** calculation of any pro rata refund. The language in the first sentence of the exclusion set forth in Section VIII.R. up to the colon (":") is hereby deleted and replaced with the following language: "This **Contract** will not cover any unauthorized alterations or if **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer or damages arising from such unauthorized alterations or modifications not recommended by the manufacturer. If **You** have altered or used **Your Vehicle** in a manner not recommended by the manufacturer, **We** will not automatically suspend **Coverage** that is unrelated to the unauthorized alteration or use not recommended by the manufacturer; this **Contract** will continue to provide applicable **Coverage** that is not related to the unauthorized alteration or use not recommended by the manufacturer unless otherwise excluded by this **Contract**, including but not limited to". Section XIV. A. is amended to add the following: In the event **You** are not satisfied with the manner in which **We** are handling a **Claim** under this **Contract**, **You** may contact the Nevada Commissioner of Insurance by use of the following toll-free telephone number: 888-872-3234. The first sentence of the Section XII. is deleted in its entirety and replaced as follows: This **Contract**, while in-force, may be transferred by the ORIGINAL **Contract** Holder to the subsequent owner of the **Vehicle** for a fee of twenty-five dollars (\$25), payable to **Us**.

**NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:**

Section XIV. is amended as follows: Any civil action or any alternative dispute resolution procedure brought in connection with this **Contract** shall be brought in the courts of New Hampshire. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department, 211 South Fruit Street, Suite 14, Concord, NH 03301 800-852-3416. Arbitration shall be subject to RSA 542.

**NEW JERSEY SPECIAL STATE REQUIREMENTS:**

Section XI. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a penalty of ten (10%) percent of the **Contract** purchase price paid per month will be added to the refund. If **We** cancel this **Contract** for a reason other than nonpayment of the **Contract** purchase price, material misrepresentation or omission by **You**, or a substantial breach of the **Contract** by **You**, **We** will provide a written notice of **Cancellation** to **You** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the reason for and the effective date of **Cancellation**.

**NEW MEXICO SPECIAL STATE REQUIREMENTS:**

Section XI. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per each thirty (30) day period or portion thereof shall be added to a refund due for a **Contract** cancelled by **You** during the Free Look Period that is not made within sixty (60) days of return of the **Contract** by **You**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. **We** may not cancel this **Contract** unless **We** mail to **You** at **Your** last known address as reflected in **Our** files a notice of **Cancellation** at least fifteen (15) days prior to the effective date of **Cancellation**. If this **Contract** has been in effect for at least seventy (70) days, **We** may not cancel the **Contract** before its expiration or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by **You** that results in an increase in the services required under this **Contract**; (3) discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or presenting a **Claim** hereunder; or (d) discovery of: (1) an act or omission by **You**; or (2) a violation of this **Contract** by **You**, which occurred after the effective date of this **Contract** and which substantially and materially increase the service required under this **Contract**. **We** will not impose an administrative fee if **We** cancel. Notwithstanding anything to the contrary contained

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION**  
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herein, if **You** have any concerns regarding the handling of **Your Claim**, **You** may contact the Office of the Superintendent of Insurance at 1 (855) 427-5674.

#### **NEW YORK SPECIAL STATE REQUIREMENTS:**

Section XI is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within thirty (30) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**.

#### **NORTH CAROLINA SPECIAL STATE REQUIREMENTS:**

Section XI is amended as follows: Items (2) and (4) of the sentence detailing **Our** right to cancel are deleted. Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the refund amount or fifty (\$50) dollars.

#### **OKLAHOMA SPECIAL STATE REQUIREMENTS:**

**Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XI is amended as follows: In the event **You** cancel this **Contract**, any administrative fee will not exceed the lesser of ten (10%) percent of the refund due or fifty (\$50) dollars. If **We** cancel this **Contract** during the Free Look Period, **We** will not assess an administrative fee. If **We** cancel this **Contract** outside of the Free Look Period, **We** will pay a pro rata refund based upon one hundred (100%) percent of the unearned pro rata premium, less the actual cost of any service provided.

#### **OREGON SPECIAL STATE REQUIREMENTS:**

Section XIV is deleted in its entirety.

#### **PUERTO RICO SPECIAL STATE REQUIREMENTS:**

Section XI is amended as follows: If **We** cancel this **Contract**, **We** mail to **You** at **Your** last known address as reflected in **Our** files a notice of **Cancellation** at least fifteen (15) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation**. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within thirty (30) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund.

#### **SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:**

In the event of a dispute with **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 803-737-6160. Section XI is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract** **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**.

#### **TEXAS SPECIAL STATE REQUIREMENTS:**

Questions and unresolved complaints concerning providers and **Administrators** may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202. Section X is amended as follows: If a refund or credit is not paid within forty-five (45) days after the date this **Contract** is cancelled **You** may file a **Claim** directly with the Insurance Company. Section XI is amended as follows: If **You** cancel this **Contract** before the thirty-first (31) day after the date of purchase **We** will refund the entire **Contract** purchase price less any Claims paid hereunder. If **You** cancel this **Contract** before the thirty-first (31) day after the date of purchase, **We** will not charge an administrative fee. Subsequent to this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, and a **Cancellation** fee of fifty (\$50) dollars and less any Claims paid hereunder. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less an administrative fee of fifty (\$50) dollars and less any Claims paid hereunder. The right to cancel this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, fraud or material misrepresentation by **You**, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**. If **We** cancel this **Contract**, **We** will not charge a **Cancellation** fee. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a **Contract** cancelled by **You** that is not made before the forty-sixth (46) day of receipt of a notice of **Cancellation** by **Us**.

#### **UTAH SPECIAL STATE REQUIREMENTS:**

This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. Section V.7 is amended to include the following: Failure to provide repair orders and documentation to the **Administrator** within thirty (30) days will not result in a **Claim** being denied hereunder unless such failure has prejudiced **Us**, **You** demonstrate that it was not reasonably possible to provide such documentation, and that **You** provided the documentation as soon as reasonably possible. Section V.8 is amended to include the following: Failure to contact the **Administrator** within five (5) business days after an emergency repair will not alone result in a **Claim** being denied hereunder unless such failure has prejudiced **Us**, **You** demonstrate that it was not reasonably possible to contact the **Administrator** within such time period, and that **You** contact the **Administrator** as soon as reasonably possible. Section XI is amended as follows: No administrative fee will be assessed for cancellations. **We** will not deduct authorized claims from any **Cancellation**. **We** may not cancel this **Contract** prior to the earlier of the **Expiration Date** or **Mileage** or one year from the Effective Date and Mileage unless **We** are cancelling the **Contract** for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or substantial breaches of **Your** duties hereunder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least thirty (30) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment in which case **We** will mail such notice at least ten (10) days prior to the effective date of **Cancellation**. If the reason for **Cancellation** is not provided in the notice, **We** will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by **You**. Section X is amended as follows: If any **Claim** or refund is not paid within sixty (60) days after proof of loss has been filed, **You** may file a **Claim** directly with the Insurance Company. Section XIV is amended as follows: Claims or controversies shall not be subject to arbitration if the amount of the **Claim** or controversy is within the jurisdictional limits of the small Claims court of the state where the action would be brought. Section XV is amended as follows: ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY

BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**VERMONT SPECIAL STATE REQUIREMENTS:**

Any civil action brought in connection with this **Contract** must be brought in the courts of Vermont. Section XI is amended as follows: The original **Contract** Holder may return this **Contract** within thirty (30) days of receipt of the **Contract** and, if no **Claim** has been made hereunder, **We** will make a refund of the full purchase price of the **Contract**, and **We** will not charge an administrative fee. Subsequent to this time period, or if a **Claim** has been made during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of fifty (\$50) dollars and less any Claims paid hereunder. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less an administrative fee of fifty (\$50) dollars and less any Claims paid hereunder.

**VIRGINIA SPECIAL STATE REQUIREMENTS:**

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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WISCONSIN SPECIAL STATE REQUIREMENTS:**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Notice of loss, and all repair documentation should be forwarded to the **Us** as soon as reasonably possible but may be filed up to one (1) year from the date of loss. Section X is amended as follows: In the event **We** become insolvent or otherwise financially impaired, **You** may file a **Claim** directly with the Insurance Company for reimbursement, payment, or provision of a service hereunder. Section XI is amended as follows: A ten (10%) percent penalty per month shall be added to a refund due for a voided **Contract** that is not made within forty-five (45) days of return of the **Contract** by **You**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. **We** will not impose an administrative fee for cancellations during the Free Look Period. Subsequent to this time period, or if a **Claim** has been made during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of ten (10%) percent of the **Contract** purchase price not to exceed fifty (\$50) dollars and less any Claims paid. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force, less an administrative fee of ten (10%) percent of the **Contract** purchase price not to exceed fifty (\$50) dollars and less any Claims paid. In the event that the **Vehicle** is subject to a total loss that is not covered by a replacement pursuant to the terms of this **Contract**, **You** are entitled to cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis less any Claims paid as described above but will not deduct any administrative fee. **We** may cancel this **Contract** only for the following reasons: nonpayment; material misrepresentation by **You** to **Us**; or substantial breach of **Your** duties hereunder. If **We** cancel this **Contract**, **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of ten (10%) percent of the **Contract** purchase price not to exceed fifty (\$50) dollars and less any Claims paid. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force, less an administrative fee of ten (10%) percent of the **Contract** purchase price not to exceed fifty (\$50) dollars and less any Claims paid. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation**. Section XIV is amended to read as follows: **ARBITRATION:** Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void.

**WYOMING SPECIAL STATE REQUIREMENTS:**

Section XI is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a **Contract** cancelled by **You** during the Free Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Any administrative fee charged for a **Cancellation** by **You** outside of the Free Look Period shall not exceed the lesser of ten (10%) percent of the **Contract** purchase price or fifty (\$50) dollars. If **We** cancel this **Contract** **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least ten (10) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation by **You**, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**. Section XIV is amended as follows: Arbitration shall only be required upon mutual agreement by **Us** and **You** to submit any controversy or **Claim** arising out of or relating to this **Contract**, or a breach hereof, to binding arbitration and shall take place in **Your** county of residence or other mutually agreed upon location in Wyoming.

**XVI. ENDURANCE DEALER SERVICES, LLC PRIVACY POLICY:**

The Gramm-Leach Bliley (GLB) Act, which deals in part with how financial institutions treat nonpublic financial information ("Information"). Endurance Dealer Services, LLC is committed to maintaining the trust of **Our** customers. **We** maintain that trust by keeping information about **Our** customers in a secure environment and using that information in conformance with this policy. This policy outlines the types of information Endurance Dealer Services, LLC collects and the kinds of companies with whom **We** may share such information. These examples are illustrative only. In addition, **You** may have other privacy protection under state law Endurance Dealer Services, LLC will comply with applicable state law regarding information about **You**. Endurance Dealer Services, LLC reserves the right to modify or supplement this policy at any time. If **We** make any changes, **We** will provide current customers with a revised notice.

**INFORMATION ENDURANCE DEALER SERVICES, LLC MAY COLLECT:**

- Information Endurance Dealer Services, LLC receives from **You**, or is provided to **Us** on **Your** behalf, on applications and other forms, such as **Your** name, address, telephone number, lender's name, finance agreement term and **Vehicle** information.
- Information about **Your** transactions with Endurance Dealer Services, LLC, **Our** affiliates, or others.
- Information will be provided as Endurance Dealer Services, LLC deems appropriate to determine eligibility, to process Claims, as authorized by **You**, or as otherwise permitted or required by law.

**INFORMATION ENDURANCE DEALER SERVICES, LLC MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING:**



- Endurance Dealer Services, LLC restricts access to **Your** information to authorized individuals who need to know this information to provide service and products to **You**, or to administer **Your** account.
- Endurance Dealer Services, LLC uses physical, electronic and procedural security measures designed to protect **Our** customer information. **We** also train **Our** employees about the meaning and requirements of Endurance Dealer Services, LLC policy for information security and confidentiality.
- Endurance Dealer Services, LLC does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits Endurance Dealer Services, LLC to share this information with **Our** affiliates and other affiliated service providers.
- To the extent permitted under state and federal laws, rules and/or regulations Endurance Dealer Services, LLC may share Information with companies that perform marketing services for Endurance Dealer Services, LLC, or other institutions that have joint marketing agreements with Endurance Dealer Services, LLC, such as the dealer where **You** purchased the **Vehicle** and applied for the Endurance Dealer Services, LLC **Vehicle** service **Contract**.

**You** do not need to do anything as a result of this notice. It is meant to inform **You** of how Endurance Dealer Services LLC collects, shares, and safeguards **Your** Information, and is not a part of the **Contract**.

SAMPLE