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 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.

ADD-ON COVERAGE & MANDATORY SURCHARGES:

- UNLIMITED MILES (Available on PREFERRED Coverage; 36-month term only)
- SEALS & GASKETS (Included on PREFERRED Coverage)
- HIGH LINE MAINTENANCE (Available on all Levels of Coverage)
- LIFT KIT 6" MAX
- HIGH TECH (Included on PREFERRED Coverage)
- DIESEL
- 4X4/AWD
- TURBO/SUPERCHARGER
- HEV
- COMMERCIAL USE
- SALVAGE/REBUILT

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

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
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 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 theLicensed 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:

PREFERRED Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components including Seals and Gaskets, except those listed under Section VIII. Exclusions - What Is Not Covered, and less Your Deductible amount in accordance with all terms and conditions of this Contract. (Seals and Gaskets Coverage will

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION

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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 PREFERRED 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 Mileage 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 fifty ($150) 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 – Included on PREFERRED. Your Coverage includes the High Tech Option, as shown on Your Identification Card and in the Options box on the Application Page of this Contract, and 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 undesired 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 – Included on PREFERRED. Your Coverage includes the Seals and Gaskets Option, as shown on Your Identification Card and in the Options box on the Application Page of this Contract, and 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 PREFERRED 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 any cost of parts delivered.
   c. Tire Service: The changing of flat tire on the covered Vehicle with Your provided spare.
   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 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.

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

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 V.L.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.

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.

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.

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.

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.

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.

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.

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.

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.

For 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.

For any Breakdown or failure occurring outside of the United States or Canada.

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.

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 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 canceled because Your Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is canceled 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, canceled 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 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

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 877-414-0134
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) 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 month 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 administrative 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.

ARIZONA SPECIAL STATE REQUIREMENTS:
Section X. is amended as follows: In Arizona, 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 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 fifteen ($15) 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 pursing 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 pursing a Claim hereunder, We will make 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.

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 use 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 loss of Coverage. Any Verifiable Documents and any non-covered parts 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.I. 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). 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, We 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 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 after 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.I. 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 XII. 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.”
ILLINOIS SPECIAL STATE REQUIREMENTS:
Section XI, as 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.II, 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, as 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.

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, 1603 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, as 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, as 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, as 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 transferable 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, as amended as follows: 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. 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 transferable 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 NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION CLAIMS: 877-414-0134
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, as amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period.

MINNESOTA SPECIAL STATE REQUIREMENTS:
Section XI, as 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, as 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, as 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 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 pro rata 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 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.

MISSOURI SPECIAL STATE REQUIREMENTS:
Section XI, as 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 purchase price. If a Claim has been made hereunder during this time period, We will refund the entire 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 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, 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, as 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 transferrable 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 modifications not recommended by the manufacturer. If You have altered or used Your Vehicle in a manner not recommended by the manufacturer, you may not void this Contract for that unauthorized alteration or use.”

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 877-414-0134
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 sixty (60) days of return of this Contract by You. The right to void this Contract is not transferable 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 this 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 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 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 transferable 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 this 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 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 transferable and applies only to the original Contract Holder. 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.

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 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, 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 rights to cancel this Contract is not transferable 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.

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 transferable 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, 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 transferable 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.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 877-414-0134
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 X. 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: non-payment 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 XI. 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 XII 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 BOUNDING 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, 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 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 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 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 an administrative fee of fifty ($50) dollars and less any claims paid hereunder.

WOYMING 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 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 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, 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.