

VEHICLE SERVICE CONTRACT

APPLICATION PAGE:

PURCHASER INFORMATION

PURCHASER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

SELLER INFORMATION

SELLER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

VEHICLE INFORMATION

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

ADD-ON COVERAGE & MANDATORY SURCHARGES

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

The above listed surcharges are mandatory as they apply to Your Vehicle

SERVICE AGREEMENT INFORMATION

COVERAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
	MONTHS	OR ODOMETER MILES	MONTHS	OR ODOMETER MILES
<input type="checkbox"/> ELITE BENEFITS	WAITING PERIOD	AGREEMENT SALE DATE	AGREEMENT PURCHASE PRICE	DEDUCTIBLE

Administrator/Obligor: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-414-0134. This is a Contract between You and the Administrator/Obligor. The Administrator/Obligor's performance under this Contract is insured by Old Republic Insurance Company.

PURCHASER ACKNOWLEDGMENT

I, the **Contract Purchaser**, acknowledge that this Vehicle Service **Contract** consists of eighteen (18) pages, including this **Application Page** and my **Identification Card**. The **Coverage** I have selected expires according to the terms indicated on the **Application Page** and **Identification Card**, and as defined in **Section III.D. Contract Period**. The components and parts eligible for **Coverage** are listed under **Section VI. What is Covered**. I agree to maintain the **Vehicle** in accordance with **Section IV. Your Responsibilities**. I understand to file a **Claim** in the event I have a **Breakdown**, I am to follow the instructions in **Section V. Filing a Claim**. This **Contract** is neither an insurance policy nor a seller's warranty. This **Contract** may run concurrent with and is secondary to any applicable manufacturer's or repair facility's warranty or other vehicle service contract or similar component protection product. Purchase of this **Contract** is not required in order to purchase or lease a vehicle or to obtain vehicle financing.

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

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-877-414-0134**

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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 470, Northbrook, IL 60062, 877-414-0134**, the entity that is obligated to perform hereunder. (Texas license number: 639; Oklahoma license number: 44201382). In Florida, **Administrator** means **Minnehoma Automobile Association, Inc., (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 800-331-3780**

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 use of **Your** private passenger **Vehicle** for 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 is used for a commercial enterprise. **Vehicles** used commercially for snow removal must be equipped with factory installed or a 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 **Vehicle** with a municipal tag; or a **Vehicle** used for principally off-road use, prearranged or organized racing or competitive driving.

Contract – Means this **Vehicle Service Contract**, consisting of eighteen (18) 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**.

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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 an original computer-generated maintenance or repair invoice issued by a **Licensed Repair Facility** and printed on official facility letterhead. To be considered verifiable, the document must include **Your** name, **Vehicle** year, make, model, and VIN or license plate, date of service, and mileage at the time of service. Handwritten documents, manually typed invoices, altered documents, or transcriptions of handwritten records will not be accepted. The invoice must be generated electronically by the **Licensed Repair Facility** at the time of service. For maintenance performed by **You**, the following documentation is required: 1) Receipts for parts and materials – Must be computer-generated and include **Your** name, purchase date, and details of the items purchased. Handwritten or manually typed receipts will not be accepted. 2) Maintenance log – **You** must maintain a detailed log that includes the date of each maintenance event, **Vehicle** year, make, model, and VIN or license plate, mileage at the time of service, description of the maintenance performed, and reference to the corresponding receipt(s) for parts and materials. The log entries must align with the receipts, demonstrating a consistent maintenance history. Failure to provide both receipts and a properly maintained log may result in the maintenance record being deemed unverifiable.

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 470, Northbrook, IL 60062, 877-414-0134**. In Florida, **We, Us, Our, Obligor** means **Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, 800-331-3780 (Florida company code 09135)**.

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 subject to **Exclusions**.

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.

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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**. 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 or if the odometer reading provided by **You** at the time of purchase and listed on the **Application Page** is found to be inaccurate. 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:

Roadside Assistance Benefits under this **Contract** are available on the **Purchase Date**; however, **Coverage** and all other benefits begin 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**. 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 has been declared a "lemon"; (2) Any **Vehicle** that has been declared True Mileage Unknown (TMU), has a failed, broken, disconnected or altered odometer; (3) Any **Vehicle** on which the actual accumulated mileage cannot be determined for any reason.

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

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

F. TRANSFER OF MANUFACTURER'S WARRANTY:

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

G. CANCELLATIONS:

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

H. CONTRACT HOLDER'S TRANSFER CONDITIONS:

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

I. RENEWABILITY:

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

J. GUARANTEE:

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

IV. YOUR RESPONSIBILITIES:

A. DUTY TO PROVIDE ACCURATE INFORMATION:

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

This **Contract** shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's** true and actual mileage is not shown on the odometer or cannot be determined or if the odometer reading provided by **You** at the time of purchase and listed on the **Application Page** is found to be inaccurate. 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 or any other signs of component failure and taking appropriate action immediately. Failure to do so may result in the denial of a **Claim**. If operating **Your Vehicle** may cause further damage, **You** must have the **Vehicle** towed.
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**. If operating **Your Vehicle** may cause further damage, **You** must have the **Vehicle** towed.
3. **Provide the Licensed Repair Facility with a copy of Your Contract and/or Your Contract number if possible.**
4. **Obtain Authorization from the Administrator** – Prior to any covered maintenance or repair being made, instruct the service manager at the Licensed Repair Facility to contact the Administrator to obtain an authorization for the Claim at 877-414-0134. Any **Claim** for repairs or maintenance without prior authorization will not be covered except as provided under Emergency Repairs (#8 below). The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs or maintenance covered under the terms of this **Contract**. Any additional amount must receive prior approval.
5. **Authorize Tear-Down and/or Inspection** – At **Administrator's** discretion, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear-down **Your Vehicle** in order to determine the cause of failure and extent of necessary repairs. If the failure is not covered under this **Contract**, **You** will be responsible for any associated charges. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made at the **Administrator's** expense subject to the terms and conditions of this **Contract**.
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 470, 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**.

At **Administrator's** discretion, **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.

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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**:

1. PRIME COVERAGE covers the following listed components:

- a. **ENGINE:** All internally lubricated parts including but not limited to: Camshaft and bearings, connecting rods and bearings, crankshaft and bearings, cylinder block, main bearings, oil pump, gears and pick-up screen, pistons, piston rings and wrist pins. Timing chain and gears, timing belt, cylinder heads, exhaust valves, intake valves, valve springs and retainers, push rods, rocker arms and shafts, and hydraulic and solid lifters, distributor shaft, and intake manifold base.
- b. **TURBO/SUPERCHARGER (Surcharge Applies) – OEM Equipment Only:** If **Your Vehicle** is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
- c. **DIESEL (Surcharge Applies):** If **You** have a **Diesel Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
- d. **HYBRID ELECTRIC (Surcharge Applies):** If **You** have a **Hybrid Electric Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: Electric drive motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, and electronic power steering pump. Batteries are excluded.
- e. **AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.
- f. **MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.
- g. **DRIVE AXLE:** All internally lubricated parts within the drive axle housing plus yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged). The drive axle housing is covered only if damaged by an internally lubricated part.
- h. **FOUR (4) WHEEL AND ALL WHEEL DRIVE (Surcharge Applies):** If **You** have a 4WD/AWD **Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. Transfer case is covered only if damaged by an internally lubricated part.
- i. **BRAKES:** Master cylinder, vacuum power assist booster and valve, hydro booster, disc brake calipers, wheel cylinders, and brake hoses.
- j. **STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the steering gear assembly. The steering gear box/rack & pinion housing are covered only if damaged by an internally lubricated part.
- k. **ELECTRICAL:** Alternator, electric horn, front wiper motor, rear wiper motor, rear defroster switch, starter motor, starter solenoid, and voltage regulator.
- l. **AIR CONDITIONING – OEM Equipment Only:** Compressor, compressor clutch, compressor coil, accumulator, dryer/receiver, condenser, and evaporator.
- m. **FUEL SYSTEM:** Primary fuel pump, metal fuel lines, and fuel level sending unit.
- n. **SUSPENSION:** Upper and lower ball joints, leaf and coil springs (only if broken), and spindles.
- o. **ENGINE COOLING SYSTEM:** Water pump, thermostat, radiator, radiator fan and fan clutch.
- p. **SEALS AND GASKETS:** **Coverage** is provided for the standalone failure of the cylinder head and intake manifold gaskets only. All other leaking and/or failed **Seals and Gaskets** are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a **Covered Repair**, unless **You** purchased the **Seals and Gaskets Option as shown on Your Identification Card** and in the **Options** box on the **Application Page** of this **Contract**. (**Seals and Gaskets Coverage** will expire when the **Vehicle** reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which **Seals and Gaskets** are covered only when required to be replaced in connection with a **Covered Repair**).

LIMIT OF LIABILITY: Our **Aggregate Limit of Liability** for all pending and paid **Claims for PRIME Coverage** shall not exceed the lesser of a total dollar amount of ten thousand (\$10,000) dollars or the average condition trade-in value at the time of **Covered Repair** and/or **Additional Benefits**, as determined by J.D. Power. If J.D. Power is no longer available, a successor entity or another nationally recognized **Vehicle** valuation guide may be used. Once a component has been repaired or replaced, there is no further **Coverage** for that component.

2. PLUS COVERAGE covers the following listed components:

- a. **ENGINE:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain/belt tensioner. The oil pan and valve covers are covered only if damaged by an internally lubricated part.
- b. **TURBO/SUPERCHARGER (Surcharge Applies) – OEM equipment only:** If **Your Vehicle** is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
- c. **DIESEL (Surcharge Applies):** If **You** have a **Diesel Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
- d. **HYBRID ELECTRIC (Surcharge Applies):** If **You** have a **Hybrid Electric Vehicle**, a mandatory surcharge will be applied and shown on the **Application Page**. The following parts/components are covered: Electric drive motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, and electronic power steering pump. Batteries are excluded.

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

LIMIT OF LIABILITY: Our Aggregate Limit of Liability for all pending and paid **Claims for PLUS Coverage** shall not exceed the average condition trade-in value at the time of **Covered Repair** and/or **Additional Benefits**, as determined by J.D. Power. If J.D. Power is no longer available, a successor entity or another nationally recognized **Vehicle** valuation guide may be used. For Salvage/Rebuilt **Vehicles**, if the applicable surcharge has been paid, the **Vehicle's** value will be determined based on the rough condition trade-in value at time of repair or sixty (60%) percent of average condition trade-in value – whichever is less.

3. PREFERRED COVERAGE:

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 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 average condition trade-in value at the time of **Covered Repair** and/or **Additional Benefits**, as determined by J.D. Power. If J.D. Power is no longer available, a successor entity or another nationally recognized **Vehicle** valuation guide may be used. For Salvage/Rebuilt **Vehicles**, if the applicable surcharge has been paid, the **Vehicle's** value will be determined based on the rough condition trade-in value at time of repair or sixty (60%) percent of average condition trade-in value – 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**).

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

E. OPTIONAL COVERAGE:

1. **Commercial Use Option (Surcharge Applies)** – If You purchased the **Commercial Use** Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, You have **Coverage** in accordance with the applicable terms of this **Contract** even when the **Vehicle** is utilized for a **Commercial Use** as defined in Section II. Definitions. This surcharge is mandatory as it applies. **This Option cannot be combined with the Unlimited Miles Option.**
2. **High-Line Maintenance Option (Surcharge Applies)** – If You purchased High-Line Maintenance Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, Maximum payout for certain **Maintenance Benefits** are increased as follows: (1) Up to eighty-five (\$85) dollars per Oil and Filter Change for up to three (3) Oil and Filter Changes annually; (2) Up to two hundred five (\$205) dollars towards the replacement of Brake Pads/Shoes (one time use); (3) Up to one hundred fifty (\$150) dollars towards the replacement of a failed Battery (one time use); (4) Up to one hundred five (\$105) dollars towards Cooling System Maintenance and Lube services (one time use) and; (5) Up to forty (\$40) dollars towards the replacement of one (1) set of front windshield Wiper Blades (one-time use).
3. **High Tech Option (Surcharge Applies)** – Available on **PRIME** and **PLUS** Coverage only; Included on **PREFERRED** Coverage. If You purchased the High Tech Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, You have **Coverage** for the following parts/components: Back-up camera and sensors/perimeter warning, video system and display screen, radio, compact disc player, cassette player, and GPS/NAV systems, blind spot sensors, electronic driver information display, and anti-theft systems (**remote excluded**).
4. **Lift Kit Option (Surcharge Applies)** – If You purchased the Lift Kit Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, You have **Coverage** in accordance with the applicable terms of this **Contract** even when the **Vehicle** is equipped with body or suspension lifts at the time of **Vehicle** purchase. This surcharge is mandatory as it applies. **The Lift Kit and its assemblies that are in addition to factory installed parts are excluded from Coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Leveling kits are not classified as lift kits and do not require a surcharge, however, the components are not covered under this Contract. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract. No Coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.**
5. **Salvage/Rebuilt Vehicle Coverage Option (Surcharge Applies)** – If You purchased the Salvage/Rebuilt Vehicle Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, You have **Coverage** in accordance with the applicable terms of this **Contract** for a **Vehicle** that has ever had a Salvage or Rebuilt title. This surcharge is mandatory as it applies. **This Option is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has ever been branded for flood, fire, or saltwater damage.**
6. **Seals and Gaskets Option (Surcharge Applies)** – Available on **PRIME** and **PLUS** Coverage only on Vehicles with up to one hundred fifty thousand (150,000) miles as indicated on the odometer at time of sale; Included on **PREFERRED** Coverage. If You purchased the **Seals and Gaskets** Option, as shown on **Your Identification Card** and in the Options box on the **Application Page** of this **Contract**, You have **Coverage** in accordance with the applicable terms of this **Contract** for the replacement of **Seals and Gaskets**, designed to prevent the loss of necessary coolants, lubricants and fluids of all listed components, as standalone failures and/or repairs. **After one hundred seventy-five thousand (175,000) miles, Seals and Gaskets are covered only when required to be replaced in connection with a Covered Repair. Minor loss of fluid or seepage is considered normal and is not considered a Breakdown and is not eligible for Coverage.**
7. **Unlimited Miles Option (Surcharge Applies)** – Available on **PLUS** and **PREFERRED** Coverage only; 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:** Dispatch services are performed by **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244**.
 - a. **Emergency Roadside Service:** 24-hour Roadside Service is provided when **Your Vehicle** is disabled, while this **Contract** is in effect and is available by calling **855-416-6894**. 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. **Tire Service:** The changing of flat tire on the covered **Vehicle** with **Your** provided spare.

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- c. **Battery Service:** Attempting to start the covered **Vehicle** with a booster battery.
- d. **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).
- e. **Towing Service:** We will provide towing coverage for **Your** covered **Vehicle** to the nearest qualified repair facility. Towing services provided will be limited to a maximum amount of one hundred fifty (\$150) dollars. Any towing expenses exceeding one hundred fifty (\$150) dollars will be **Your** responsibility. For a list of recommended repair facilities (preferred providers) in **Your** area, go to <https://repairpal.com/endurance>. Services are not available in areas where state providers are exclusively utilized on certain tollways, highways, and freeways. Service is not covered for accidents/collisions or vandalism.
- f. **Lockout Services:** If keys are locked inside the passenger compartment of the covered **Vehicle**, a locksmith will be dispatched for services.
- g. **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 with a maximum of three (3) services in a twelve (12) month period. Services available to You (subject to the terms above) at no cost include a tow, battery jumpstart, flat tire change, fuel delivery, and lockout services, limited to a maximum of one hundred fifty (\$150) dollars.

Reimbursement: In the event Your Vehicle is disabled, and You contracted for any 24-Hour Roadside Assistance Services and Benefits on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. **Maximum reimbursement for any 24-Hour Roadside Assistance Services and Benefits contracted by You is strictly limited to one hundred fifty (\$150) dollars per Covered Repair (one hundred fifty (\$150) dollars per day for Trip Interruption in the event of a Covered Repair).** For Trip Interruption You must send Your original receipted bills for qualifying expenses, along with a completed Claim form, to reimbursements@enduranceds.com. For all other **Emergency Roadside Services and Benefits**, You must send Your original receipted roadside bills along with a completed Claim form to: **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244.**

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, 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), dual clutch assemblies for automatic transmissions. 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, warped or twisted parts, salt, environmental damage, contamination, oxidation, sludge, varnish, restricted oil passages, lack of proper quality, viscosity and grade, or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, audible warning sounds, or warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to: Lightning, earthquake, windstorm, volcanic eruption, or freezing.
- F. For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. Any repair that has been misdiagnosed by the Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate, or if the information provided by You, or the Licensed Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- G. For any Breakdown caused by Your failure to follow the instructions in Section IV. Your Responsibilities and Section V. Filing a Breakdown Claim, any Breakdown where maintenance records, with the exception of maintenance paid for by Us pursuant to Section VI.D. pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or any Breakdown resulting from insufficient maintenance as required by the manufacturer for Your Vehicle.
- H. For any Breakdown or failure costs that should be covered by a manufacturer's warranty with the exception of Canadian Grey Market Vehicles, recall, or any other Dealer customer assistance program. For any Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturers or repairers ability to pay for such repairs or when the responsibility for the repair is covered by any other insurance, warranty or service contract.
- I. For any Pre-Existing Condition, for any Breakdown that occurs, or begins to occur, prior to the expiration of the Waiting Period or reported after the Expiration Date or Mileage.

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- J. For any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a mechanical Breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Breakdown caused by failure to maintain proper quality, viscosity, grade or levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication or carbon buildup. For repairs to seized or damaged parts due to operation without sufficient oil, lubricants, coolant or any other necessary system fluids.
- K. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.
- L. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse.
- M. For any Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.
- N. For any Vehicle that has been issued a Salvage or Rebuilt title, unless the appropriate Salvage/Rebuilt Coverage Option is selected on the Application Page, and the appropriate surcharge has been paid. The following are excluded from Coverage under this Contract irrespective of whether the Salvage/Rebuilt Option is selected: (1) Any Vehicle that has ever been issued a branded title for assembled, dismantled, scrap, fire, flood, saltwater, junk or parts only, or declared a "lemon"; (2) Any Vehicle that has been declared True Mileage Unknown (TMU), has a failed, broken, disconnected or altered odometer; (3) Any Vehicle on which the actual accumulated mileage cannot be determined for any reason, or if the odometer reading provided by You at the time of purchase and listed on the Application Page is found to be inaccurate.
- O. For a Breakdown of an Eligible Component caused by Your failure to perform reasonable repairs recommended by a dealer, Licensed Repair Facility, or Administrator regardless of whether the repairs were covered under this Contract. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- P. For any part or repair that a Licensed Repair Facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a Covered Repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part. Any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions. Damage to a non-Eligible Component by an Eligible Component is also excluded.
- Q. For Commercial Use vehicles unless the appropriate Commercial Use Option is selected on the Application Page, and the appropriate surcharge has been paid, in which case only vehicles that are being used for purposes that fall within the definition of Commercial Use will be covered. The following are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off-road use, prearranged or organized racing, or competitive driving.
- R. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to: any custom or add-on part, trailer hitches, suspension lifts or reductions, oversized/undersized wheels or tires, emissions and/or exhaust system modifications, engine modifications, transmission modifications, drive axle modifications, and includes any performance modifications. the failure of any custom or add-on part, trailer hitches, all frame or suspension modifications, lift kits and/or undersized or oversized tires. This exclusion does not apply to suspension lift kits when the Lift Kit Option box is selected on the Application Page, and the appropriate surcharge has been paid, provided that the Vehicle has a maximum increase for a body/suspension lift combined that does not exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturers specifications for Your Vehicle. No Coverage is available for suspension reductions or undersized wheels or tires. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Also excluded are any Vehicles modified by a third-party, including but not limited to: Hennessey, Saleen, Roush, Lingenfelter, Callaway, and Rocky Ridge vehicles. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.
- S. For any Breakdown or failure occurring outside of the United States or Canada.
- T. For any repair or replacement of any Eligible Component if a Breakdown has not occurred, or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions, is Your responsibility and expense. Damage to an Eligible Component due to failure of a non-Eligible Component is also excluded.
- U. For any imported vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards with the exception of Canadian Grey Market vehicles.

IX. This section has been intentionally omitted.

X. GUARANTEE:

NOTE: This is a Service Contract not an insurance policy.

Our obligations under this Contract are fully insured by a Contractual Liability Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If You have not received either payment of a Claim or a refund for the Cancellation of Your Contract within sixty (60) days after proof of loss has been filed, or Your request for Cancellation has been submitted to the Administrator, You may make a direct Claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 800-331-3780. Please refer to the Special State Requirements for additional details and/or amendments to certain Contract provisions.

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

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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. 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 cancelled because **Your Vehicle** is repossessed, the lienholder or creditor will be the sole payee of the refund. If this **Contract** is cancelled because of a total loss of **Your Vehicle**, the lienholder or creditor will be the sole payee of the refund, unless **You** provide the **Administrator** with proof that there is no lien or outstanding credit obligation against **Your Vehicle**.

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

XII. CONTRACT HOLDER'S TRANSFER CONDITIONS:

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

XIII. RENEWABILITY:

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

XIV. LEGAL CLAIMS AND DISPUTES:

A. PRE-LITIGATION 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 470, 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** forty-eight (48) business hours from the time of receipt to respond.

B. ALTERNATIVE DISPUTE RESOLUTION

Any dispute or controversy arises out of or relating to the **Contract** and/or the **Coverage** provided therein shall be determined by an alternative dispute resolution (mediation, arbitration) from an accredited third-party of **Our** choosing. The costs of such alternative dispute resolution shall be paid entirely by **Us**. Should **We** elect to pursue alternative dispute resolution, **We** will provide a written Notice of Alternative Dispute Resolution to **Your** address, as identified on the **Application Page**. Once a party provides written Notice of Alternative Dispute Resolution, any action in any jurisdiction must be voluntarily dismissed in favor of this process.

You and **We** both agree, to the fullest extent of the law, to expressly waive the right to pursue any dispute or controversy arising out of or relating to the **Contract** and/or the **Coverage** provided there in as a class action, either as a member of a class or in any representative capacity.

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., first paragraph is deleted and replaced with the following: **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.** If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract** purchase price will be refunded calculated on a pro rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of twenty five (\$25) dollars. No **Claims** will be deducted from **Your** refund. A ten (10%) percent penalty per month will be added to any Free-Look Period **Cancellation** refund not paid within forty-five (45) days of receiving notice of **Cancellation** from **You**. The right to cancel this **Contract** during the Free-Look Period is not transferable and applies only to the original **Contract Holder**.

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Section XI, second paragraph is amended with the following: 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 the effective date of **Cancellation**.

Section XIV, is amended with the following: The laws of Alabama 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**.

ALASKA SPECIAL STATE REQUIREMENTS:

Section X, is amended with the following: If a covered **Claim** is denied, a promise made in this **Contract** is not honored, or a refund is not paid within thirty (30) days 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.

Section XI, first paragraph is deleted and replaced with the following: **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. If this Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract purchase price will be refunded calculated on a pro rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to Cancellation, less an administrative fee of fifty (\$50) dollars or seven and a half percent (7.5%) of the unearned provider fee, whichever is less. If You cancel this Contract and You are not paid the refund amount due within forty-five (45) days of Our receiving notice of Cancellation, a penalty of ten (10%) percent of the purchase price per month will be added to the refund amount due. The right to cancel this Contract during the Free-Look Period is not transferable and applies only to the original Contract Holder.**

Section XI, the first sentence of the second paragraph is deleted and replaced with the following: **We may only cancel this Contract for: (1) nonpayment of the purchase price, (2) if You have been convicted of a crime increasing the hazard covered by the Contract, (3) if You have committed fraud or a material misrepresentation in obtaining the Contract or in pursuing a Claim hereunder, (4) if You engage in a grossly negligent act or omission that substantially increases the hazards covered by the Contract, (5) if physical changes to the Vehicle makes it ineligible for Coverage, or (6) if You substantially breach Your duties hereunder. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price or fraud or material misrepresentation by You in connection with obtaining the Contract or pursuing a Claim hereunder, We will provide a written notice of Cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of Cancellation stating the reason for and the effective date of Cancellation. If We cancel, and the refund due is not paid or credited within forty-five (45) days after We cancel, a penalty of ten (10%) percent of the unearned pro rata purchase price per month will be added to any refund amount due.**

ARIZONA SPECIAL STATE REQUIREMENTS:

Section XI, is amended with the following: Notwithstanding any language to the contrary contained herein, **We** will not cancel or void this **Contract** due to any of the following if known by **You**, **Us**, or the **Seller** listed on the **Application Page**: Pre-existing conditions; prior use or unlawful acts relating to the **Vehicle**; misrepresentation by either the **Obligor** or subcontractors; or the **Vehicle** qualifying as a gray market, high performance, or GM diesel auto. Further, neither **Obligor** nor its assignees or subcontractors will cancel or void **Coverage** under this **Contract** due to the acts or omissions of the **Obligor**, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner. Any fee charged for cancellations will be the lesser of fifty (\$50) dollars or ten (10%) percent of the gross amount paid by **You**.

Section VIII is amended with the following: Parts repaired or replaced under the **Contract** may not be excluded.

Section VIII.L, is amended to include, "No **Pre-Existing** condition will be excluded if the condition was known or reasonably should have been known by **Us** or the **Seller**."

Section VIII.N, is amended to include, "this **Contract** does not exclude **Coverage** if the odometer was tampered with prior to purchase."

Section VIII.H, is deleted in its entirety.

Section XIV, is amended with the following: "**You** have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions by contacting the Department at 602-364-2499 or difi.az.gov. Parts repaired or replaced under the **Contract** may not be excluded.

ARKANSAS SPECIAL STATE REQUIREMENTS:

Purchase of this **Motor Vehicle Service Contract** is not required in order to purchase or obtain financing for a motor vehicle. Notwithstanding anything to the contrary contained herein, **We** will not reduce **Claim** payments, if any, due to the depreciation of parts.

Section XI, is amended with the following: **Claims** paid will not be deducted from any refund owed.

CALIFORNIA SPECIAL STATE REQUIREMENTS:

Endurance Dealer Services, LLC, California license number: 0K11393.

Section X, is amended as follows: Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a **Claim** with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The insurer is Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. 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, deleted and replaced with the following: **You may cancel this Contract at any time for any reason by forwarding a written request to Us, within thirty (30) days after the requested Cancellation date. We are responsible for all refund amounts owed. The refund request should include proof that there is no lien or outstanding credit obligation against this Contract. 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. If this Contract is cancelled because Your Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of Your Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against Your Vehicle. If this Contract is cancelled, Coverage will terminate and will not be reinstated.**

Any refunds owed pursuant to this paragraph will be paid or credited within forty-five (45) days (Free-Look Period) of the date that **We** receive notice of the request to cancel. If this Contract is cancelled by **You** within the first sixty (60) day Free-Look Period and **You** have not incurred a **Claim**, the full Contract purchase price will be refunded, and no fee will be charged. If the Contract is cancelled by **You** after sixty (60) days, or anytime if a **Claim** was incurred, the unearned Contract purchase price will be refunded, calculated on a pro rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles **Your Vehicle** was driven prior to Cancellation. If **You** cancel after sixty (60) days an administrative fee of twenty-five (\$25) dollars or ten (10%) percent of the Contract purchase price, whichever is less will be assessed.

We reserve the right to Cancel this Contract based on one or more of the following reasons: (1) material misrepresentation or fraud at the time of sale; (2) You do not pay the Contract purchase price. If this Contract is cancelled by Us within the Free-Look Period and You have not incurred a Claim, We will refund the full Contract purchase price, and no fee will be charged. If We cancel this Contract after sixty (60) days, or anytime if a Claim was incurred, the unearned Contract purchase price will be refunded, calculated on a pro rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to Cancellation. No fee will be assessed; however, We will deduct the total amount of all authorized Claims paid. Notice outlining the specific

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reason for Cancellation and the effective date of Cancellation will be mailed to You and the validity of the Contract will cease no less than five days from the postmark date of such notice. If a refund is due to You, the refund amount will be effectuated by the Selling Dealer. If We cancel this Contract the refund will be paid within forty-five (45) days of the effective date of the Cancellation. If We cancel this Agreement, We will be liable for any Claim reported prior to the effective date of Cancellation and is covered by the Contract. For purposes of this section, a Claim will be deemed to have been reported to Us if You have completed the first step required to report a Claim.

COLORADO SPECIAL STATE REQUIREMENTS:

The policy number for Old Republic Insurance Company is T3-0035

CONNECTICUT SPECIAL STATE REQUIREMENTS:

Connecticut law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicle** as follows: Used **Vehicles** with a sale price of three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars, **Coverage** for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; Used **Vehicles** with a sale price of five thousand (\$5,000) dollars or more, **Coverage** for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the **Vehicle** You have purchased. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and **Exclusions** in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

Section XI. is amended to include the following: **You** may cancel this **Contract** for any reason at any time. 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. The State of Connecticut has established a process to settle disputes between **You** and **Us** arising from this **Contract**. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0186, Attn: Consumer Affairs. The complaint must include a description of the dispute, the purchase price of this **Contract**, the cost of repair, and a copy of this **Contract**.

DISTRICT OF COLUMBIA SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: Section XI. is amended as follows: The right to cancel this **Contract** and receive a refund of the entire **Contract** purchase price is not transferable and applies only to this **Contract's** original purchaser. 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 the return of this **Contract** to the provider. The administrative fee shall not exceed the lesser of ten (10%) percent of the gross provider fee paid by **You** or fifty (\$50) dollars. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address **We** have on file for **You** at least five (5) days prior to **Cancellation** by **Us**. The **Cancellation** notice shall state the effective date of **Cancellation** and the reason for **Cancellation**. Prior notice of **Cancellation** is not required if the reason for **Cancellation** is nonpayment, a substantial breach of duties by **You** relating to the **Covered Vehicle** or its use, or a material misrepresentation by **You** to **Us**.

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.

Section VIII.F. is amended to delete the following language: "Any repair that has been misdiagnosed by the Repair Facility."

Section VIII.I. is limited to pre-existing conditions known to **You** and information provided by **You**.

Section VIII.N. (3) is deleted and replaced with the following 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**."

Section VIII.R. is limited to alterations made by **You** or with **Your** knowledge.

Section VIII.T. is deleted in its entirety.

Section XI. second paragraph is deleted and replaced with the following: **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 **We** cancel this **Contract** at any time, no administrative or **Cancellation** fee will be assessed. All cancellations will conform to OCGA 33-24-44. If this **Contract** is cancelled because **Your Vehicle** is repossessed, the lienholder or creditor will be the sole payee of the refund. If this **Contract** is cancelled because of a total loss of **Your Vehicle**, the lienholder or creditor will be the sole payee of the refund, unless **You** provide the **Administrator** with proof that there is no lien or outstanding credit obligation against **Your Vehicle**.

Section XIV. is deleted in its entirety.

HAWAII SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a notice of **Cancellation** at **Your** last known address as reflected in **Our** files stating the effective date and reason for **Cancellation** at least five (5) days prior to **Cancellation**. However, **We** will not provide a notice of **Cancellation** if the reason for **Cancellation** is nonpayment of the purchase price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

FLORIDA SPECIAL STATE REQUIREMENTS:

Section XI. Cancellations is deleted and replaced with the following: If this **Contract** is cancelled by **You** within sixty (60) days of purchase, one hundred percent (100%) of the gross premium paid will be refunded less the amount of any **Claims** paid on the **Contract** and less an administrative fee not to exceed five percent (5%) of the gross premium paid or fifty dollars (\$50), whichever is less. If **You** cancel this **Contract** after the first sixty (60) days, the unearned pro rata premium will be refunded less the amount of any **Claims** paid and less an administrative fee not to exceed ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less. Elapsed time and mileage shall be measured from the **Purchase Date** and **Mileage**. Within the first sixty (60) days of purchase, **We** may cancel this **Contract** for any reason. After the first sixty (60) days, **We** may only cancel this **Contract** if there has been a material misrepresentation or fraud at the time of sale of the **Contract**; if **You** have failed to maintain the vehicle as prescribed by the manufacturer; if the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or for nonpayment of premium by **You**, in which case **We** shall provide **You** with notice of **Cancellation** by certified mail. If **We** cancel this **Contract**, **We** will refund **You** one hundred percent (100%) of the paid unearned pro rata premium, less the amount of any **Claims** paid on the **Contract**. Elapsed time and mileage shall be measured from the **Purchase Date** and **Mileage**. If this **Contract** has been financed, the lienholder or third-party finance company may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss, or if **Your Vehicle** has been repossessed. All refunds will be paid directly to **You**.

Section XII. is amended as follows: **You have the right to transfer this Contract to a subsequent purchaser of the Vehicle. The transfer fee will**

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be forty dollars (\$40).

IDAHO SPECIAL STATE REQUIREMENTS:

Coverage afforded under this Agreement is not guaranteed by the Idaho Guarantee Association.

Section XI. is amended as follows: **Claims** will not be deducted from any refund.

ILLINOIS SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: The administrative fee is fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less.

The term "Wear and Tear," is hereby renamed as "Normal Wear and Tear."

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**. **THIS SERVICE CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.**

Section VIII.I. is amended as follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to **You**. Section XIV. is amended as follows: Arbitration shall only be required upon mutual agreement by **Us** and **You** and shall take place in **Your** county of residence or other mutually agreed upon location. The arbitrator shall be mutually agreed upon by **Us** and **You**. For information regarding arbitration and the rules applicable thereto **You** may contact the American Arbitration Association at 800-778-7879.

IOWA SPECIAL STATE REQUIREMENTS:

This **Contract** is subject to rules administered by the Iowa Insurance Division. **You** may call the Insurance Division at 515-654-6600. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, Commissioner, Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

We will not use used parts to make a repair under this **Contract** without prior written authorization from **You** unless such parts were rebuilt in accordance with Iowa Administrative Code Rule 191-103.6(5)a.(9).

Section XI. is amended as follows: The administrative fee is fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less. Any refund for a **Contract** cancelled by **You** will be paid within thirty (30) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. If **We** cancel this **Contract**, **We** will mail a written notice of **Cancellation** to **You** within fifteen (15) days of the date of termination, which shall state the effective date of the **Cancellation** and the reason for the **Cancellation**. However, **We** will not provide a notice of **Cancellation** if the reason for **Cancellation** is nonpayment of the purchase price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

KANSAS SPECIAL STATE REQUIREMENTS:

Lockout Services and Tire Service are not available.

LOUISIANA SPECIAL STATE REQUIREMENTS:

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

The motor **Vehicle** service **Contract** is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor **Vehicle** service **Contract** may be directed to the attorney general.

MAINE SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: No administrative fee will be assessed for cancellations made during the Free-Look Period. Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. Refunds made during the Free-Look Period are inclusive of any sales tax refund due. 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** 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: Parts and components listed under Section VI.D. Maintenance Benefits are not subject to this paragraph.

Section III.D. is amended as follows: Should this **Contract** expire while repairs covered under this **Contract** are in process, the term of this **Contract** will automatically be extended to the date that the **Vehicle** is released from the Repair Facility.

Section XI. is amended as follows: No administrative fee will be assessed for cancellations made during the Free-Look Period. Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a penalty of ten (10%) percent of the **Contract** purchase price paid per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Any administrative fee charged for a **Cancellation** by **You** outside of the Free-Look Period shall not exceed ten (\$10) dollars.

Section XIV. is amended as follows: The laws of the state of Maryland will govern.

Section VI. is amended as follows: **The repair of a malfunction or defect covered under this Contract shall include the cost of tear down and diagnosing the malfunction or defect.**

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

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expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and **Exclusions** in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

In Massachusetts, the entity obligated to perform under this Contract is the Seller listed on the Application Page.

Section XI. is amended as follows: No administrative fee will be assessed for cancellations made during the Free-Look Period. Any refund will be paid within forty-five (45) days of **Us** receiving **Your** notice of **Cancellation** or a penalty of ten (10%) percent of the **Contract** purchase price paid per month will be added to the refund.

MINNESOTA SPECIAL STATE REQUIREMENTS:

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

Section XIV. is amended as follows: This **Contract** is deemed to have been made in Minnesota for purposes of Arbitration.

MISSISSIPPI SPECIAL STATE REQUIREMENTS:

Section XIV. is deleted in its entirety.

Section XI. is amended as follows: The administrative fee will be the lesser of ten (10%) percent of the gross **Contract** purchase price or fifty (\$50) dollars. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after **You** cancel the **Contract**. The right to void the **Vehicle** service **Contract** provided in this subsection is not transferrable, applies only to the original Service **Contract** Holder. **We** may only cancel this **Contract** for nonpayment of the purchase price, a material misrepresentation by **You** or a substantial breach of the **Your** duties under this **Contract**.

MISSOURI SPECIAL STATE REQUIREMENTS:

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

MONTANA SPECIAL STATE REQUIREMENTS:

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

NEBRASKA SPECIAL STATE REQUIREMENTS:

Section XIV. is amended as follows: Arbitration shall only be 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.

Section VIII.I. is amended to add the following: **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. third paragraph is deleted and replaced with the following: The lienholder may not cancel the **Contract**.

Section XI. is amended as follows: The **Cancellation** fee is twenty-five dollars (\$25). Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty will be added to the refund. The right to void this **Contract** is not transferable and applies only to the original **Contract** Holder. If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to **Cancellation**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract**, except for the following reasons, before the expiration of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first. (a) Failure by **You** to pay an amount when due; (b) **Your** conviction for a crime which results in an increase in the service required under this **Contract**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a **Claim** under this **Contract**; (d) Discovery of: (1) An act or omission by **You**; or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increase the service required under this **Contract**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold. If **We** cancel this **Contract** for any reason, **We** will not impose a **Cancellation** fee for such **Cancellation**. **Claims** paid will not be deducted from any refund.

Section VIII.R. first sentence up to the colon (":") is deleted and replaced with the following: "This **Contract** will not cover any unauthorized alterations or if **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer or damages arising from such unauthorized alterations or modifications not recommended by the manufacturer. If **You** have altered or used **Your Vehicle** in a manner not recommended by the manufacturer, **We** will not automatically suspend **Coverage** that is unrelated to the unauthorized alteration or use not recommended by the manufacturer; this **Contract** will continue to provide applicable **Coverage** that is not related to the unauthorized alteration or use not recommended by the manufacturer unless otherwise excluded by this **Contract**, including but not limited to".

Section XIV. A. is amended to add the following If **You** are not satisfied with the manner in which **We** are handling the **Claim** on the **Contract**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872- 3234 or <http://doi.nv.gov/>.

Section XII. is amended with the following: The fee to transfer the **Contract** is twenty-five dollars (\$25), payable to **Us**.

NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: If this **Contract** is cancelled by **You** within thirty (30) days of purchase and no claim has been filed, the entire

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Contract purchase price paid will be refunded. If **You** have incurred a claim within the first thirty (30) days or if **You** cancel this **Contract** after the first thirty (30) days, the unearned **Contract** purchase price paid 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**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee not to exceed ten percent (10%) of the purchase price of this **Contract** or fifty dollars (\$50), whichever is less. If **We** cancel this **Contract**, **You** will receive a pro rata refund of the unearned **Contract** purchase price calculated 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**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee not to exceed ten percent (10%) of the purchase price of this **Contract** or fifty dollars (\$50), whichever is less. **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. Arbitration shall be subject to RSA 542.

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire insurance department at 21 South Fruit Street, Suite 14, Concord, NH 03301; (603) 271-2261.

NEW JERSEY SPECIAL STATE REQUIREMENTS:

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

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

NEW MEXICO SPECIAL STATE REQUIREMENTS:

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

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. **Section XI.** is amended as follows: No administrative fee will be assessed for cancellations made during the Free-Look Period. A ten (10%) percent penalty per each thirty (30) day period or portion thereof shall be added to a refund due for a **Contract** cancelled by **You** during the Free-Look Period that is not made within sixty (60) days of return of the **Contract** by **You**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. The administrative fee is fifty dollars (\$50) or ten percent (10%) of the purchase price paid for this **Contract**; whichever is less. **We** may not cancel this **Contract** unless **We** mail to **You** at **Your** last known address as reflected in **Our** files a notice of **Cancellation** at least fifteen (15) days prior to the effective date of **Cancellation**. If this **Contract** has been in effect for at least seventy (70) days, **We** may not cancel the **Contract**, 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. In the event of **Cancellation**, any **Claim** filed and/or approved prior to the **Cancellation** date will be honored and/or reviewed for coverage under the terms of the **Contract**.

NEW YORK SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within thirty (30) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**.

NORTH CAROLINA SPECIAL STATE REQUIREMENTS:

Section XI. is amended as follows: **We** may only cancel for nonpayment of premiums or for a direct violation of the **Contract** by **You**. Any administrative fee charged will be ten (10%) percent of the refund amount or fifty (\$50) dollars, whichever is less.

OKLAHOMA SPECIAL STATE REQUIREMENTS:

Our license number is 44201382.

This is not an insurance contract. 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**, **We** will not assess an administrative fee.

OREGON SPECIAL STATE REQUIREMENTS:

Section VII is amended as follows: Roadside assistance benefits or services are conducted by **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244**; however, Endurance Dealer Services, LLC is ultimately responsible for providing these benefits. Any failure to provide such benefits by **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244** or Endurance Dealer Services, LLC as specified in this contract will be covered by Endurance Dealer Services, LLC's reimbursement insurance policy.

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 or by phone at (800) 768-3467.

Section XI is amended as follows: Any refund for a **Contract** cancelled by **You** during the Free-Look Period will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten (10%) percent penalty per month will be added to the refund. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract** **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**.

TEXAS SPECIAL STATE REQUIREMENTS:

Questions and unresolved complaints concerning providers and **Administrators** may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202.

Section X is amended as follows: If a refund or credit is not paid within forty-five (45) days after the date this **Contract** is cancelled **You** may file a **Claim** directly with the Insurance Company.

Section XI is amended as follows: If **You** cancel this **Contract** before the thirty-first (31) day after the date of purchase **We** will refund the entire **Contract** purchase price less any **Claims** paid hereunder. If **You** cancel this **Contract** on or after the thirty-first (31) day after the date of purchase **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 a **Cancellation** fee of fifty (\$50) dollars and less any **Claims** paid hereunder. However, if the Unlimited Miles Option was selected and the appropriate surcharge paid, the refund will be produced using the number of months this **Contract** was in force less an administrative fee of fifty (\$50) dollars and less any **Claims** paid hereunder. The right to cancel this **Contract** is not transferrable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, fraud or material misrepresentation by **You**, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**. If **We** cancel this **Contract**, **We** will not charge a **Cancellation** fee. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a **Contract** cancelled by **You** that is not made before the forty-sixth (46) day of receipt of a notice of **Cancellation** by **Us**.

UTAH SPECIAL STATE REQUIREMENTS:

This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. Payment of this **Contract** may be paid with cash, check or credit card by the **You** or financed with the **Vehicle** loan or lease. Failure to give any notice or file any proof of loss required by the **Contract** within the time specified in the **Contract** does not invalidate a **Claim** made by **You**, if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Section XI is amended as follows: No administrative fee will be assessed for cancellations. **We** will not deduct authorized **Claims** from any **Cancellation**. **We** may not cancel this **Contract** prior to the earlier of the **Expiration Date or Mileage** or one year from the Effective Date and Mileage unless **We** are cancelling the **Contract** for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or substantial breaches of **Your** duties hereunder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least thirty (30) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment in which case **We** will mail such notice at least ten (10) days prior to the effective date of **Cancellation**. If the reason for **Cancellation** is not provided in the notice, **We** will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by **You**.

Section X is amended as follows: If any **Claim** or refund is not paid within sixty (60) days after proof of loss has been filed, **You** may file a **Claim** directly with the Insurance Company.

Section XIV is amended as follows: **Claims or controversies shall not be subject to arbitration if the amount of the Claim or controversy is within the jurisdictional limits of the small Claims court of the state where the action would be brought. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.** The Spanish language version of **Your** contract is provided only as an accommodation or courtesy to **YOU**, the customer, and the English language version of **YOUR** contract shall control the resolution of any dispute or complaint.

VERMONT SPECIAL STATE REQUIREMENTS:

Any civil action brought in connection with this **Contract** must be brought in the courts of Vermont.

VIRGINIA SPECIAL STATE REQUIREMENTS:

If any promise made in the **Contract** has been denied or has not been honored within sixty (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.

Section V is amended as follows: 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: **You** may cancel this **Contract** for any reason, including if there is a total loss of the **Vehicle**. 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. The administrative fee will be ten (10%) percent of the **Contract** purchase price or fifty (\$50) dollars, whichever is less. No administrative fee will be charged if **You** cancel due to the total loss of the **Vehicle**. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation**.

Section XIV is amended to read as follows: **ARBITRATION:** Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void.

WYOMING SPECIAL STATE REQUIREMENTS:

Section XI is amended as follows: 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

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transferrable and applies only to the original **Contract** Holder. The administrative fee shall be ten (10%) percent of the **Contract** purchase price or fifty

SAMPLE

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS: 1-877-414-0134

(\$50) dollars, whichever is less. If **We** cancel this **Contract** **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least ten (10) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation** unless **We** are cancelling the **Contract** for nonpayment, material misrepresentation by **You**, or substantial breach of **Your** duties hereunder in which case **We** will not provide **You** with prior notice of **Cancellation**.

Section XIV, is amended as follows: Arbitration shall only be required upon mutual agreement by **Us** and **You** to submit any controversy or **Claim** arising out of or relating to this **Contract**, or a breach hereof, to binding arbitration and shall take place in **Your** county of residence or other mutually agreed upon location in Wyoming.

XVI. ENDURANCE DEALER SERVICES, LLC PRIVACY POLICY:

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

INFORMATION ENDURANCE DEALER SERVICES, LLC MAY COLLECT:

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

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

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

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