

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	

MANDATORY SURCHARGES

☐ DIESEL	☐ 4X4/AWD	☐ TURBO/SUPERCHARGER
The above listed surcharges are mandatory as they apply to Your Vehicle		

SERVICE CONTRACT INFORMATION

COVERAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
	MONTHS	OR ODOMETER MILES	MONTHS	OR ODOMETER MILES
☐ ELITE BENEFITS		CONTRACT SALE DATE	CONTRACT 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**, including the **Application Page**, Terms and Conditions, **Identification Card**, limitations, exceptions, definitions, and **Exclusions**, together with any endorsements, if any, constitutes the entire **Contract**. 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. Coverage 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 Breakdown 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**, 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 (In Florida: 1-844-805-8753)

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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**. Repairs due to **Wear and Tear** are also not covered. 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 **Benefits** under this **Contract** is complimentary roadside assistance, available 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** 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**:

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; California license number: OK11393; Oklahoma license number: 44201382). In Florida, **Administrator** means **Minnehoma Automobile Association, Inc., (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753**.

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

Benefits means the specific items listed in Section VII. Additional Benefits, and nothing else.

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.H. Cancellations.

Commercial Use means **Vehicles** used for farming, ranching, route work, job-site activities, service or repair work, snow removal, ride share (Uber, Lyft, etc.) rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, car hauling and delivery, or any other business enterprises or activities.

Contract means this Vehicle Service **Contract**, including the **Application Page** and **Identification Card**.

Coverage Period means the time when **Coverage** under this **Contract** begins upon the expiration of the **Waiting Period** and continuing until the **Contract** Expiration Months or Odometer Miles listed on the **Application Page** is reached and/or when the **Limit of Liability** for the **Contract** has been reached, whichever comes first.

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 gradual reduction in operating performance due to **Wear and Tear**, or the action, inaction or failure of any non-**Eligible Component**, subject to all **Exclusions**. Subsequent damages are not covered.

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 **Benefits**. If no **Deductible** is stated on the **Application Page**, the standard **Deductible** will be one hundred dollars (\$100).

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.

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CLAIMS: 1-877-414-0134

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

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** as defined in Section III.E. Limit of Liability.

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.

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**.

Wear and Tear means the gradual reduction in operating performance of a **Vehicle** part that occurs naturally over time and under normal operating conditions. A **Breakdown** of an **Eligible Component** due to **Wear and Tear** is not covered.

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, 844-805-8753 (Florida company code 09135)**.

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

This is a Vehicle Service Contract between **You** and **Us**. **You** agree and understand that this **Contract** is a Vehicle Service Contract and not a warranty or an insurance policy. This **Contract** does not cover everything that might go wrong with **Your Vehicle**.

A. PARTIES:

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

B. PAYMENT OF COVERED REPAIRS:

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

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**, 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 X. Special State-Specific Requirements for state-specific information.

This **Contract** provides for the payment of **Covered Repairs** and **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. COVERAGE PERIOD:

Benefits under this **Contract** are available on the **Purchase Date**; however, **Coverage** begins upon the expiration of the **Waiting Period**. **THE WAITING PERIOD FOR THIS CONTRACT IS THE NUMBER OF DAYS AND MILES STATED ON THE APPLICATION PAGE, CALCULATED FROM THE DATE AND MILEAGE ON THE SALE DATE STATED ON THE APPLICATION PAGE. 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. LIMIT OF LIABILITY:

Our maximum Limit of Liability per covered Vehicle for all **Covered Repairs** and **Benefits** under this **Contract** shall not exceed the lesser of a total dollar amount of twelve thousand five-hundred dollars (\$12,500) or the average condition trade-in value at the time of **Covered Repair** and/or **Benefits**, as determined by J.D. Power. If J.D. Power is no longer available, a

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successor entity or another nationally recognized **Vehicle** valuation guide may be used. **Once the combined maximum Limit of Liability has been reached, as defined above, this Contract, and its transfer and Cancellation rights terminate. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.**

F. INELIGIBLE VEHICLES & USES:

This **Contract** does not cover any vehicle that has ever been issued a restricted or branded title, including but not limited to gray market, NAM (Not Actual Mileage), total loss, salvage/refundable, salvage theft, rebuilt, assembled, dismantled, scrap, fire, flood, physical damage, saltwater damage, frame change, motor change, body exchange, junk or parts only, or has been declared a "lemon".

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**, principally off-road use, prearranged or organized racing or competitive driving.

G. 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 not been made.

H. CANCELLATIONS:

You may cancel this **Contract** at any time including when the **Vehicle** is sold, lost, stolen or destroyed by notifying **Us** in writing and by submitting a request to cancel the **Contract** and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of the request. **We** may cancel this **Contract** for non-payment of the purchase price, as identified on the **Application Page**, including **Your** failure to make monthly payments to **Us** or the lien holder or third-party finance company, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim. **We** may also cancel this **Contract** at any time if **Your Vehicle** did not qualify for **Coverage** on the **Purchase Date** or subsequently becomes ineligible for **Coverage**.

If this **Contract** is cancelled by **You** within thirty (30) days of purchase and no claim has been filed, the entire **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 of fifty dollars (\$50) and the total amount of all claims paid. Elapsed time and mileage shall be measured from the **Purchase Date** and **Mileage**.

If **We** cancel this **Contract** for any reason other than non-payment or a violation of **Your Responsibilities**, **You** will receive a pro-rata refund of the unearned **Contract** purchase price, as identified on the **Application Page**, 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 of fifty dollars (\$50) and the total amount of all claims paid. Elapsed time and mileage shall be measured from the **Purchase Date** and **Mileage**. If this **Contract** has been financed, the lien holder 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; subsequently, the rights to a refund under this **Contract** are transferred to the lien holder and the lien holder is entitled to any resulting refund.

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 cancelled 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.

I. 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 dollars (\$50), 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. **You** must contact the **Administrator** for a Transfer Application.

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 X. Special State-Specific Requirements for any exceptions or additional requirements in relation to the transfer of this **Contract**.

J. 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**. At that time, contact the **Administrator** for the terms, **Coverage** and **Deductible** options available, which may not match the original **Contract Coverage**.

K. 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 844-805-8753. Please refer to the **Special State-Specific Requirements** for additional information and/or amendments to certain **Contract** provisions.

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.H. 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.

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B. DUTY TO MAINTAIN VEHICLE AND RECORDS:

You must have the engine oil and engine oil filter changed within thirty (30) days of the **Purchase Date** and **Mileage** by a **Licensed Repair Facility** and promptly submit a **Verifiable Document** of such service to **Administrator** via fax 847-919-6802 or email documents@endurancedirect.com. Handwritten documents, invoices, and/or receipts will not be accepted.

You must have the **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 a claim.**

You must maintain copies of **Verifiable Documents** relating to any work performed on or to **Your Vehicle**. **Administrator** may request documents to verify **Vehicle** maintenance in connection with any claim. Only **Verifiable Documents** will be accepted; handwritten documents, invoices, and/or receipts will not be accepted.

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 BREAKDOWN CLAIM:

If **Your Vehicle** incurs a **Breakdown**, **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, 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**. If **Your Vehicle** breaks down, arrange for transportation of **Your Vehicle** to any **Licensed Repair Facility**. **You** may utilize the 24-Hour Roadside Assistance **Benefit** pursuant to Section VII.B. Additional Benefits, 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 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 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 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.
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.

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. SUBSEQUENT DAMAGES ARE NOT COVERED.**

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 repairs due to the gradual reduction in operating performance due to **Wear and Tear**.

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:

SELECT PREMIER COVERAGE covers the following listed components:

- ENGINE:** The following lubricated internal parts of the engine are covered: pistons, wrist pins, piston rings, connecting rods, connecting rod bearings; crankshaft & main bearings; camshaft, camshaft followers, camshaft bearings; lifters, push rods, intake valves, exhaust valves, valve springs; rocker arms, rocker arm shafts and bushings; timing gear, timing chain, timing chain tensioners & retainers; eccentric shaft; and oil pump. Additional Components: Timing belt; water pump; Impeller shaft, bearings, bushings & housing; intake manifold bodies; harmonic balancer; flywheel (flexplate) & flywheel ring gear; mechanical fuel pump; and all pulleys. Engine head(s); engine block; cylinder barrels; timing cover; valve cover(s); oil pan; dipstick & tube, ONLY if damaged by the **Breakdown** of an internally lubricated part independently eligible for a **Covered Repair**. All lubricated internal parts of the **Vehicle** manufacturer-installed turbocharger or supercharger. The housing is covered ONLY if damaged by the **Breakdown** of a lubricated internal part independently eligible for a **Covered Repair**. (If Diesel Engine, Turbo, or Supercharger has not been stated on the **Administrator's** copy of the **Application Page**, along with the corresponding surcharge being received by **Administrator**, **NO Coverage** will apply for the above listed components/parts under this **Contract**.)
- TRANSMISSION:** All lubricated internal parts contained within the case. Computer modules & solenoids; filler tube & dipstick; vacuum modulator; and internal linkage. (The transmission case, torque converter and valve body are ONLY covered if damaged by the **Breakdown** of an internally lubricated part independently eligible for a **Covered Repair**.)
- TRANSFER CASE:** Transfer case housing and all internally lubricated parts. Transfer case housing is only covered if damaged by the **Breakdown** of an **Eligible Component** independently eligible for a **Covered Repair**. If 4WD/4WD has not been stated on the **Application Page**, the transfer case will not be covered under this **Contract**.
- DRIVE AXLE ASSEMBLY (Front and Rear):** All internally lubricated parts contained within the drive axle housing including carrier case, gear sets, bearings, brushings, and axle shafts. Locking hubs; drive shafts; center support bearings; universal joints; constant velocity joints (except if boot was damaged or missing) and drive axle mounted four-wheel drive engagement device. (The drive axle housing and differential cover are ONLY covered if damaged by the **Breakdown** of an **Eligible Component** independently eligible for a **Covered Repair**.)
- AIR CONDITIONING AND HEATING:** Accumulator; condenser; condenser fan; condenser fan motor; compressor; compressor clutch, compressor clutch coil, dryer, evaporator and expansion valve.
- ELECTRICAL:** Alternator; blower motor; starter motor; starter solenoid and starter drive; horns; windshield wiper motor; and windshield washer pump.
- LUXURY ELECTRICAL:** Power window motors; electronic door lock actuators; electronic trunk release actuator; power antenna motor; and all manually operated switches.
- COOLING SYSTEM:** Cooling fan; cooling fan motor; and cooling fan clutch.
- FUEL SYSTEM:** Primary fuel pump; diesel fuel injection pump; metal fuel lines; fuel pressure regulator; and fuel gauge sending unit.
- SEALS AND GASKETS:** Seals and gaskets are covered ONLY when required to be replaced in connection with a **Covered Repair**. Leaking and/or failed seals and gaskets are not covered as stand-alone failures and/or repairs.

VII. ADDITIONAL BENEFITS

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

- 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 that repairs are completed, and You are notified of the completion.
- 24-Hour Roadside Assistance Services and Benefits:** Dispatch services are performed by **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244**.
 - 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 [REDACTED]. Please provide the dispatcher with Your **Contract Number** (which is on the top right of Your **Contract**). Covered services are not obtained through Us.
 - Tire Service:** The changing of flat tire on the covered Vehicle with Your provided spare.
 - Battery Service:** Attempting to start the covered Vehicle with a booster battery.
 - 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).
 - 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.
 - Lockout Services:** If keys are locked inside the passenger compartment of the covered Vehicle, a locksmith will be dispatched for services.
 - 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

This **Contract** does NOT provide **Coverage** for any of the following:

- For gradual reduction in operating performance, Wear and Tear.

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- B. For any part not specifically listed in Section VI.C. What is Covered, Eligible Components, or for any of the following parts: torque convertor, burnt or worn automatic clutch discs, intake manifold runner assemblies (including flaps, actuators, and linkage), thermostat, thermostat housing, shock absorbers, carburetor, battery and battery cables/harness, standard transmission clutch assembly, friction clutch disc and pressure plate (including dual clutch assemblies for automatic transmissions), distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, HID lights, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game centers, speakers. Radio, compact disc player, and cassette player, electronic transmitting/receiving devices, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkages, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating a component that has not mechanically failed. For any equipment not installed by the manufacturer. External nuts, bolts and fasteners are not covered unless specifically listed in Section VI.C. What is Covered, Eligible Components (except where required in conjunction with a covered repair).
- 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 which include, but are not limited to alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific Covered Parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a covered Breakdown.
- D. Any part that a Licensed Repair Facility or manufacturer recommends or requires to be replaced, repaired, or updated, and has not failed or experienced a Breakdown, is Your responsibility and expense. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the Owner's Manual for Your Vehicle or improper servicing or repairs subsequent to purchase. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services. For any failure to maintain proper levels of lubricants, coolants and/or any other necessary fluids, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the Licensed Repair 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.
- E. For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle, or a Breakdown caused by continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.
- F. 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, rust or corrosion, 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, warped, discolored or melted parts). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. For any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, or freezing.
- G. For any repair or replacement of any Eligible Component if a Breakdown has not occurred.
- H. For any damage resulting from overheating.
- I. 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 the failure of any custom or add-on part, all frame or suspension modifications, oversized/undersized tires or wheels, trailer hitches. 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.
- J. If Your Vehicle is used for towing a trailer, or another object or vehicle unless Your Vehicle is equipped with factory installed or factory authorized tow package.
- K. If Your Vehicle is used for a Commercial Use, as defined in Section II. Definitions, or commercial purposes including, but not limited to farming, ranching, route work, job-site activities, service or repair work, snow removal, ride share, car hauling, or any other business enterprises or activities.
- L. If Your Vehicle is used primarily for off-road use, rental, taxi, limousine or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), hauling, lifting or hoisting, farming, ranching or other agricultural purposes, snow removal, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving.
- M. For any Vehicle that has ever been declared a total loss, or has ever been issued a restricted or branded title, including but not limited to rebuilt, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is a gray market vehicle or declared a "lemon".
- N. If Your Vehicle's odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase.
- O. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Coverage described herein), including damage to a non-Eligible Component due to the failure of an Eligible Component or damage to an Eligible Component due to the failure of a non-Eligible Component or an Eligible Component. Resulting damage is not covered.
- P. When the responsibility for the repair should be covered by an insurance policy, manufacturer and/or dealer customer assistance program, separate vehicle service contract or similar component protection plan, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins, or TSB alerts, or if the Breakdown is the result of the actions and/or omissions of a repair facility due to handling, operating and/or working on the Vehicle.
- q. **For any Pre-Existing condition, for any Breakdown that occurs, or begins to occur, prior to the expiration of the Waiting Period or reported after the Expiration Date or Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. Pre-Existing conditions are not covered.**
- R. Reimbursement for any repair or replacement made without prior authorization from the Administrator to a repair facility unless You follow the procedures outlined in Section V. Filing a Breakdown Claim: 8. Emergency Repairs for emergency repairs.
- S. For any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a Breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
- T. For any damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten (10%) percent ethanol (if the

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engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. For any mechanical Breakdown caused by failure to maintain proper quality, viscosity, grade or levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders. For repairs to seized or damaged parts due to operation without sufficient oil, lubricants, or coolant or any other necessary fluids.

- U. For any repair that has been misdiagnosed by the Licensed Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- V. For any Breakdown caused by or due to the failure of nuts, bolts or fasteners (internal and/or external). Nuts, bolts or fasteners are covered only in conjunction with a Covered Repair of an Eligible Component.
- W. For any Breakdown occurring outside of the United States of America or Canada. For any imported Vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards.
- X. For any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

IX. 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.

X. SPECIAL STATE-SPECIFIC REQUIREMENTS

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

ALABAMA SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If no claim has been made under this **Contract**, **You** may return the **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. In such case, if no claim has been made, this **Contract** will be void and **We** will refund the purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) penalty per month will be added to the refund. The right to void the **Contract** is not transferable and applies only to the original **Contract** Holder. Claims paid will not be deducted from any refund. The administration fee will be twenty-five (\$25) dollars. If **We** cancel this **Contract** for a reason other than nonpayment or material misrepresentation by **You**, **We** will provide **You** with a written notice at **Your** last known address as reflected in **Our** files stating the effective date of and reason for **Cancellation** at least five (5) days prior to **Cancellation**.

ALASKA SPECIAL STATE REQUIREMENTS:

Section III. K. is amended as follows: **You** may make a direct claim against Old Republic Insurance Company if the benefits described are not provided within thirty (30) days after **You** provide proof of loss covered by this **Contract**.

Section III. H. Cancellations is amended as follows: Any refund will be paid within forty-five (45) days of receiving the returned **Contract**, or a penalty in the amount of ten percent (10%) of the purchase price will be added to **Your** refund for each month that the refund remains unpaid. The right to void this **Contract** is not transferable and applies only to the original **Contract** Holder. The administration (**Cancellation**) fee will be seven- and one-half percent (7.5%) of the unearned purchase price or fifty (\$50) dollars, whichever is less. **We** may only cancel this **Contract** for the following reasons: (1) nonpayment of the provider fee; (2) if **You** are convicted of a crime having as one of its necessary elements an act increasing a hazard covered by this **Contract**; (3) discovery of fraud or material misrepresentation made by **You**, or **Your** representative, in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; (5) physical changes in the property covered by this **Contract** that result in the property becoming ineligible for **Coverage** under this **Contract**; or (6) substantial breach of duties by **You** related to the covered **Vehicle**. If **We** cancel this **Contract** for any reason other than nonpayment or material misrepresentation by **You** in obtaining this **Contract** or pursuing a claim under this **Contract**, **We** will provide **You** with a written notice, sent to **Your** last known address as reflected in **Our** files stating the effective date of and reason for **Cancellation** at least five (5) days prior to **Cancellation**. If **We** cancel this **Contract**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation.

ARIZONA SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: **The administrative fee will be fifty (\$50) or ten (10%) percent of the purchase price of the service Contract, whichever is less.** Any administrative fee assessed will not exceed the amount of the refund due to **You**. **We** will not exclude, cancel or void coverage under this **Contract** due to **Pre-Existing** conditions that were known to **Us** or the seller or that reasonably should have been known to **Us** or the seller, prior use or unlawful acts relating to the **Vehicle** or misrepresentation by either **Us** or the seller. Further, neither **We** nor **Our** assignees or subcontractors will cancel or void **Coverage** under this **Contract** due to the acts or omissions of **Us**, **Our** assignees or subcontractors or for their failure to provide correct information or perform the services or repairs provided in a timely, competent or workmanlike manner.

Section VIII. is amended as follows: Parts or components repaired or replaced are not excluded. **We** will not cancel or void this **Contract** based on ineligibility for **Coverage**, including gray market, high performance, and GM diesel autos.

Section VIII. M. is amended as follows: This **Contract** does not exclude **Coverage** if the odometer was tampered with prior to purchase.

Section VIII. F. is deleted.

Section IX.B. Alternative Dispute Resolution is amended as follows: **You have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions by contacting the Department at 602-364-3100 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 III.H. Cancellations is amended as follows: Claims paid will not be deducted from any refund owed.

CALIFORNIA SPECIAL STATE REQUIREMENTS:

Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721 California license number: 0K11393.

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Section III.K. Guarantee 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 III.H. Cancellations is 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 of the date that We receive notice of the request to cancel. If this Contract is cancelled by You within the first sixty (60) days (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 percent (10%) of the 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 first sixty (60) day 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 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, warranty coverage must be provided for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; for used Vehicles with a sale price of five thousand (\$5,000) dollars or more, warranty coverage must be provided for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the **Vehicle You** have purchased. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and **Exclusions** in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. The **Contract Holder** may cancel at any time for any reason, including if **Your Vehicle** is sold, lost, stolen, or destroyed. 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 III.H. is amended as follows: **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 IX.B. Alternative Dispute Resolution is amended as follows: The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from the **Contract**. A written complaint may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-816, Attention: Consumer Affairs. Written complaints must describe the dispute, the price of the product and cost of repair, and include a copy of this **Contract**.

DISTRICT OF COLUMBIA SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: 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 the service contract to the provider. If **You** cancel outside of the Free Look Period, the administration fee will be ten (10%) percent of the gross provider fee paid by **You** or fifty (\$50), whichever is less. 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**.

FLORIDA SPECIAL STATE REQUIREMENTS:

The rate charged to You for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Section III.H. 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** can 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 III.I. CONTRACT HOLDER'S TRANSFER CONDITIONS is amended as follows: **The transfer fee will be forty dollars (\$40).**

Section IX.B. ALTERNATIVE DISPUTE RESOLUTION is amended as follows: Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which **You** reside.

GEORGIA SPECIAL STATE REQUIREMENTS:

The **Waiting Period** shall not exceed thirty (30) days, and thirty (30) days will be added to the **Contract** term at **Expiration Date**. **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.I. is amended to add the following: However, alterations are only excluded if made by **You** or with **Your** knowledge.

Section VIII.Q. is deleted and replaced as follows: **Pre-Existing** conditions known to **You** are not covered and if the information provided by **You** cannot be verified as accurate.

Section VIII.U. is deleted and replaced as follows: For any failure that cannot be verified as accurate or is found to be inaccurate.

Section III.H. Cancellations is amended as follows: **We** may only cancel this **Contract** for fraud, material misrepresentation, or nonpayment and **You** will receive a 30-day written notification. In the event **We** cancel this **Contract**, **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 an administrative or **Cancellation** fee of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less. If **You** return this **Contract** within the first thirty (30) days of purchase and do not receive a refund from **Us** within forty-five (45) days after **You** return the **Contract** to **Us**, a penalty of ten percent (10%) per month shall be added to **Your** refund. If **You** cancel this **Contract** within the first thirty (30) days after purchase, **You** will receive a full refund of the **Contract** purchase price less claims paid. If **You** cancel this **Contract** after thirty (30)

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days, a **Cancellation** fee of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less, will be assessed.

Section IX.B. Alternative Dispute Resolution is deleted in its entirety. The lienholder/finance company must hold power of attorney to cancel this **Contract** for nonpayment.

HAWAII SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within thirty (30) days and no claim has been made hereunder, the **Contract** is void and **We** will refund the entire **Contract** purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) 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, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid. 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 by **You** to **Us**, or a substantial breach of **Your** duties under the terms of the **Contract**.

IDAHO SPECIAL STATE REQUIREMENTS:

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

Section III.H. Cancellations is amended as follows: Claims paid will not be deducted from any refunds.

ILLINOIS SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: The administrative fee shall be the lesser of ten (10%) percent of the purchase price or fifty (\$50) dollars.

INDIANA SPECIAL STATE REQUIREMENTS:

THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. Your proof of payment to the issuing seller 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**.

Section VIII. Q. is amended as follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to **You**.

Section IX. B. 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 515-281-5705. 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 III.H. Cancellations is amended as follows: The administrative fee will be ten percent (10%) of the total **Contract** purchase price or fifty (\$50) dollars, whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of the return of the **Contract** to the seller or **Us**. If **You** cancel this **Contract**, **We** will mail a written notice of **Cancellation** to **You** within fifteen (15) days of the date of termination. If **We** cancel this **Contract**, **We** will provide written notice to **You** at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to **Cancellation** and the notice will state the effective date and reason for **Cancellation**, however, such prior notice is not required if **We** cancel for nonpayment of the **Contract** purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use.

KANSAS SPECIAL STATE REQUIREMENTS:

Locksmith and Tire Service are not available.

LOUISIANA SPECIAL STATE REQUIREMENTS:

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.

Section III.H. Cancellations is amended as follows: Any refund for a voided **Contract** will be paid within forty-five (45) days after return of the **Contract** or a ten percent (10%) penalty per month shall be added to the refund. The right to void this **Contract** is not transferable and applies only to the original **Contract** Holder. If **We** cancel this **Contract**, **We** will mail to **You** written 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 reason for **Cancellation**, however, prior notice is not required if **We** cancel for nonpayment of the **Contract** purchase price, material misrepresentation by **You** to **Us**, or a substantial breach in **Your** duties relating to the covered **Vehicle** or its use.

MAINE SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days of **Us** mailing it to **You** or ten (10) days of delivery if the **Contract** was delivered at the time of purchase and no claim has been made hereunder, the **Contract** is void and **We** will refund the entire **Contract** purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or penalty equal to ten percent (10%) of the **Contract** purchase price outstanding will be added to **Your** refund. The refund for a cancellation during this period will include any sales tax refund required pursuant to state law. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Subsequent to this time period, or if a claim was made during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation** less an administration fee of ten percent (10%) of the **Contract** purchase price or fifty (\$50) dollars, whichever is less and the total amount of all claims paid. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files 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**, **You** will be refunded one hundred percent (100%) of the unearned pro rata **Contract** purchase price, less any claims paid, less an administrative fee of ten percent (10%) of the **Contract** purchase price or fifty (\$50) dollars, whichever is less.

MARYLAND SPECIAL STATE REQUIREMENTS:

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.

Terms and Conditions, Section I. How to Read this Agreement, paragraph 2, the following is deleted: "Repairs due to **Wear and Tear** are also not covered."

Section II. Definitions, the definition of Covered Repair is deleted and replaced with the following: **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** because of the **Eligible Component's** condition or the gradual reduction in operating performance due to **Wear and Tear**, and not due to the action, inaction or failure of any non-**Eligible Component**, subject to all **Exclusions**. Subsequent damages are not covered. Additionally, in the definition of **Wear and Tear**, the following is deleted: "A **Breakdown** of an **Eligible Component** due to **Wear and Tear** is not covered." Section IV. What is Covered, the following sentence is deleted: "Administrator will not pay for repairs due to the gradual reduction in operating performance due to **Wear and Tear**."

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after receipt if the **Contract** is mailed to **You** or delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) penalty per month of the **Contract** purchase price paid for this **Contract**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** Holder. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid.

Section IV. What is Covered is amended with the following: **The repair of a malfunction or defect covered under this Contract shall include the cost of tear down and diagnosing the malfunction or defect.**

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

MASSACHUSETTS SPECIAL STATE REQUIREMENTS:

IN MASSACHUSETTS THE ENTITY OBLIGATED TO PERFORM UNDER THIS CONTRACT IS THE SELLING DEALER.

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles, as follows: for Used Vehicles with less than forty thousand (40,000) miles at time of sale, warranty coverage must be provided for ninety (90) days or three thousand seven hundred and fifty (3,750) miles, whichever occurs first; for used Vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale, warranty coverage must be provided for sixty (60) days or two thousand five hundred (2,500) miles, whichever occurs first; for used Vehicles with eighty thousand (80,000) miles or more, but less than one hundred and twenty-five thousand (125,000) miles at the time of sale, warranty coverage must be provided for thirty (30) days or twelve hundred and fifty (1,250) miles, whichever occurs first. This law may cover the **Vehicle You** have purchased. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the **Definitions**, **Coverage**, and **Exclusions** in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or within ten (10) days of delivery if the **Contract** is delivered at the time of sale, and a claim has not been made hereunder, the **Contract** is void and **We** will refund the entire **Contract** purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) 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 no claim has been made prior to its return to **Us**. 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 five (5) days prior to the effective date of **Cancellation**, unless **Cancellation** is for nonpayment, material misrepresentation, or a substantial breach of **Your** duties under this **Contract**.

MINNESOTA SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days of delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) 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, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files 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 IX.B. Alternative Dispute Resolution is amended as follows: This **Contract** is deemed to have been made in Minnesota for purposes of Alternative Dispute Resolution, including Arbitration.

MISSISSIPPI SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days after the date this **Contract** was delivered to **You** at the time of purchase, and a claim has not been made hereunder, the **Contract** is void and **We** will refund the entire purchase price. Any refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** or a ten percent (10%) penalty per month will be added to the refund. The right to void this **Contract** is not transferable and applies only to the original **Contract** Holder. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund one hundred percent (100%) of the unearned pro rata purchase price, less the amount of any claims paid, and less a reasonable administrative fee not to exceed ten percent (10%) of the gross purchase price or fifty (\$50) dollars, whichever is less. **We** may only cancel this **Contract** for nonpayment of the purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel, the administrative fee charged will not exceed ten percent (10%) of the gross purchase price paid by **You** or fifty (\$50) dollars, whichever is less. If **We** cancel this **Contract** for failure to pay the purchase price, **We** will mail a written notice of **Cancellation** to **You** at **Your** last known address as reflected in **Our** files at least ten (10) days prior to the effective date of **Cancellation**. If **We** cancel this **Contract** for any other reason, **We** will mail a written notice of **Cancellation** to **You** at **Your** last known address as reflected in **Our** files at least thirty days prior to the effective date of **Cancellation**.

Section IX.B. Alternative Dispute Resolution is deleted in its entirety.

MISSOURI SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or the date **You** purchased the **Contract** if the **Contract** was delivered to **You** at the time of sale 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 percent (10%) penalty of the amount outstanding 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**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid. 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 III.H. Cancellations 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** 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**.

NEBRASKA SPECIAL STATE REQUIREMENTS:

Section IX.B. Alternative Dispute Resolution is amended as follows: Alternative Dispute Resolution, including Arbitration, shall only be required upon mutual agreement by **Us** and **You**.

NEVADA SPECIAL STATE REQUIREMENTS:

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/>.

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. Exclusions – What is Not Covered is amended to add the following: However, if the **Your Vehicle** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this **Contract** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Contract**.

Section III.I. Contract Holder's Transfer Conditions is amended as follows: the transfer fee shall not exceed twenty-five dollars (\$25).

Section III.H. Cancellations is amended as follows: **The lienholder may not cancel the Contract.** If no claim has been made under this **Contract**, **You** may return this **Contract** within twenty (20) days of the date the **Contract** was mailed to **You**, or within ten (10) days of delivery if the **Contract** was delivered to **You** at the time of sale. In such a case, this **Contract** is void and **We** will refund the full amount of the **Contract** purchase price. Any **Cancellation** refund for a voided **Contract** will be paid within forty-five (45) days of receiving notice of **Cancellation** from **You** a ten percent (10%) penalty of the **Contract** purchase price for each thirty (30) day period, or portion thereof, will be added to the refund and any accrued penalties that remain

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unpaid. This right to void the **Contract** is not transferable and applies only to the original **Contract** Holder. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less a **Cancellation** fee of twenty-five (\$25) dollars and **We** will not deduct claims paid. 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 Date** or **Mileage** 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 increases the service required under this **Contract**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** 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 the **Contract** for any of the above reasons, **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**. **We** will not impose a **Cancellation** fee for such **Cancellation**, and **We** will not deduct claims paid from such refunds.

NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:

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; or (603) 271-2261.

Section III.H. Cancellations 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 **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 of ten percent (10%) of the purchase price of this **Contract** or fifty dollars (\$50), whichever is less. If **We** cancel this **Contract** for any reason other than non-payment or a violation of **Your** Responsibilities, **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 of ten percent (10%) of the purchase price of this **Contract** or fifty dollars (\$50), whichever is less.

Section IX.B. Alternative Dispute Resolution 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.

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 III.H. Cancellations is amended as follows: **You** may void this **Contract** by returning the **Contract** to **Us** or the seller for a full refund of the **Contract** purchase price within twenty (20) days of **Us** mailing this **Contract** to **You**, or within ten (10) days of purchase if the **Contract** is delivered at the time of sale, provided there has been no claim filed hereunder. 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 percent (10%) penalty per month, based upon the **Contract** purchase price, will be added to the refund. If **We** cancel this **Contract** for a reason other than nonpayment, material misrepresentation by **You**, or substantial breach of **Your** duties hereunder **We** will provide **You** with a written notice at **Your** last known address as reflected in **Our** files stating the effective date of and reason for **Cancellation** at least five (5) days prior to **Cancellation**.

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 Superintendent of Insurance at 1-855-427-5674.

Section III.H. Cancellations is amended as follows: **You** may void this **Contract** by returning the **Contract** to **Us** or the seller for a full refund of the **Contract** purchase price within twenty (20) days of **Us** mailing this **Contract** to **You**, or within ten (10) days of purchase if the **Contract** is delivered at the time of sale, provided there has been no claim filed hereunder. A ten percent (10%) penalty of the **Contract** purchase price for each thirty (30) day period or portion thereof shall be added to a refund due for a voided **Contract** that is not made within sixty (60) days of return of the **Contract** by **You**. The right to return a voided **Contract** is not transferable and only applies to the original **Contract** Holder. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less a reasonable administrative fee of percent (10%) of the **Contract** purchase price or fifty (\$50) dollars, whichever is less and the total amount of all claims paid. **We** may not cancel this **Contract** unless **We** mail to **You** at **Your** last known address as reflected in **Our** files a notice of **Cancellation** at least fifteen (15) days prior to the effective date of **Cancellation**. If this **Contract** has been in effect for at least seventy (70) days, **We** may not cancel the **Contract** before its **Expiration Date** or **Mileage** or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by **You** that results in an increase in the services required under this **Contract**; (3) discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or presenting a claim hereunder; or (4) discovery of: (a) an act or omission by **You**; or (b) a violation of this **Contract** by **You**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**. If **We** cancel this **Contract**, **We** will not deduct an administrative fee. 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 III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days of delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. A ten percent (10%) penalty per month shall be added to a refund due for a voided **Contract** that is not made within thirty (30) 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. Subsequent to this time period, or if a claim has been made during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less any claims paid and an administrative fee of fifty dollars (\$50). 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 III. H. Cancellations is amended as follows: The administrative fee is ten percent (10%) of the refund amount or fifty (\$50) dollars, whichever is less. **We** may only cancel for nonpayment of premiums or for a direct violation of the **Contract** by **You**.

OKLAHOMA SPECIAL STATE REQUIREMENTS:

This is not an insurance contract. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. **Our** Oklahoma License Number is 44198045.

Section III.H. Cancellations 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.

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

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 IX.B. Legal Claims and Disputes: Alternative Dispute Resolution is deleted in its entirety.

SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:

In the event of a dispute with **Us**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201, 800-768-3467. Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days of delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. A ten percent (10%) 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. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least 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, 78711, 512-463-6599 or 800-803-9202. Texas Administrator Registration Number: 70354144.

Section III.K. Guarantee 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 III.H. Cancellations 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**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less any claims paid and a **Cancellation** fee of fifty dollars (\$50). 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 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**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less any claims paid. A ten percent (10%) penalty per month of any refund amount outstanding shall be added to a refund that is not made before the forty-sixth (46) day of receipt of 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 III.H. Cancellations is amended as follows: **We** may not cancel this **Contract** prior to the earlier of the **Expiration Date** or **Mileage** or one year from the **Effective Date** or **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 V. Filing A Breakdown Claim, paragraphs (7) and (8), are amended as follows: Failure to provide repair orders and documentation to the Administrator within thirty (30) days will not result in a claim being denied hereunder unless such failure has prejudiced **Us**.

Section IX., B. Alternative Dispute Resolution is amended as follows: **ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), 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. Notice of loss, and all repair documentation should be forwarded to **Us** as soon as reasonably possible but may be filed up to one (1) year from the date of loss.

Section III.K. Guarantee is amended as follows: In the event that **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 III.H. Cancellations is amended as follows: **You** may cancel this **Contract** for any reason, including if there is a total loss of the **Vehicle**. If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days of delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. A ten percent (10%) penalty of the refund amount 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. Subsequent to this time period, or if a claim has been made during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less any claims paid and an administrative fee of ten percent (10%) 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**. **We** may cancel this **Contract** only for the following reasons: nonpayment; material misrepresentation by **You** to **Us**; or substantial breach of **Your** duties hereunder. If **We** cancel this **Contract**, **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, less an administrative fee of ten percent (10%) of the **Contract** purchase price or fifty (\$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 five (5) days prior to the effective date of **Cancellation** stating the effective date and reason for **Cancellation**.

Section IX. is amended with the following: **ARBITRATION: Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration**

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

SAMPLE

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

WYOMING SPECIAL STATE REQUIREMENTS:

Section III.H. Cancellations is amended as follows: If **You** cancel this **Contract** within twenty (20) days after **We** mail it to **You** or ten (10) days of delivery if the **Contract** is delivered at the time of sale and a claim has not been made hereunder the **Contract** is void and **We** will refund the entire **Contract** purchase price. A ten percent (10%) 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. Subsequent to this time period, or if a claim has been made hereunder during this time period, **You** may cancel this **Contract** and **We** will refund the unearned **Contract** purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to **Cancellation**, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of **Cancellation**, less an administrative fee of fifty dollars (\$50) and the total amount of all claims paid. If **We** cancel this **Contract** **We** will mail to **You** a written notice of **Cancellation** at **Your** last known address as reflected in **Our** files at least 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 IX. is amended with the following: This **Contract** is governed by the laws of the State of Wyoming and any alternate dispute resolution proceeding shall be conducted in the State of Wyoming.

XI. ENDURANCE DEALER SERVICES, LLC PRIVACY POLICY

The Gramm-Leach Bliley (GLB) Act and other state and federal laws, rules and/or regulations deal in part with how financial institutions treat nonpublic financial and personal 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 all applicable state and federal laws, rules and/or regulations and this policy. This policy outlines the types of Information Endurance Dealer Services, LLC may collect 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 and federal laws, rules and/or regulations. Endurance Dealer Services, LLC will comply with applicable state and federal laws, rules and/or regulations 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 this Endurance Dealer Services, LLC Privacy Policy for information security and confidentiality.
- Endurance Dealer Services, LLC does not disclose Information about current customers or any former customers to anyone, except as permitted by law.
- To the extent permitted under state and federal laws, rules and/or regulations Endurance Dealer Services, LLC may share 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**.