



This Vehicle Service Contract makes up Your entire Contract. No other documents, unless provided to You directly from the Administrator, are legal and binding. 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 the "Special State Requirements" section for more specific information.

This Vehicle Service Contract does not cover all Breakdowns and excludes some conditions and Vehicles. Please read the "Terms & Conditions", "Coverage Plans" and "Exclusions" sections of this Contract so You fully understand what Coverage is provided to You for Your Vehicle. If You have any questions regarding this Contract, please contact the Administrator at (877) 302-6721 or 400 Skokie Blvd., Suite 105, Northbrook, IL 60062. This Vehicle Service Contract contains Limits of Liability. Please read "Terms & Conditions" paragraph 5 for more specific information.

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

**THINGS TO DO NOW:**

Verify Coverage – Not every part of Your Vehicle is covered by this Contract. Coverage is identified in the "Coverage" section on page 1 of this Contract. Please compare the Coverage plan selected on page 1 with the corresponding Coverage plan listed under the "Coverage Plans" section of this Contract. If a Coverage plan was not selected, or the Coverage plan is inaccurate, contact Your Selling Dealer immediately.

Check Your Deductible – Please check the box labeled Deductible on page 1. The dollar amount shown identifies the portion of the covered repair You will be required to pay if You have a claim. If a Deductible amount is not marked, Your Deductible is one hundred (\$100) dollars.

**THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT:**

Properly maintain your vehicle and keep the receipts – This Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when You file a claim. SEE SECTION: "TERMS & CONDITIONS" PARAGRAPH 9 FOR SPECIFIC MAINTENANCE REQUIREMENTS.

Obtain approval prior to having work performed that may be covered by this Contract. If You believe the Failure may be covered by this Contract, call the Administrator personally, or instruct the repair facility performing the work to call and register the claim before the work is performed. SEE SECTION: "FILING A BREAKDOWN CLAIM".

**DEFINITIONS:**

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

<b>AUTHORIZE(D)</b>	Refers to a claim being registered only when the Administrator has been contacted and has issued a claim reference number.
<b>BREAKDOWN/FAILURE</b>	Refers to the Breakdown of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely due to its condition and not because of the action or inaction of any non-covered parts. Subsequent Damages resulting from the Failure of a covered part are covered by this Contract, except when You have failed to perform the recommended maintenance services for Your Vehicle. A gradual reduction in operating performance due to Wear and Tear or damage resulting from the Failure of a non-covered part is not covered.
<b>BUSINESS USE/RIDESHARE</b>	Refers to any vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling or hauling material of any kind, route work, job site activities, service or repair work, or which has been issued commercial plates in the state in which it is titled or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package and the snowplow equipped surcharge must be selected on the Administrator's copy of page 1. Usage must not exceed manufacturer's ratings and/or limitations. Business Use/Rideshare does not include the following which are excluded from Coverage under this Contract: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service or a vehicle with a municipal tag.
<b>CONTRACT</b>	Refers to this Vehicle Service Contract which You have purchased.
<b>CONSEQUENTIAL DAMAGE</b>	Refers to an event or damage that occurs separately as a consequence or result of the Failure of a covered or non-covered part, such as loss of time or use, inconvenience, commercial loss, personal injury or property damage.
<b>COVERAGE</b>	Refers to the protection You have, as shown on the Administrator's copy of page 1 and as further described under the "Coverage Plans" section.
<b>DECLARATIONS SECTION</b>	Refers to page 1 of this Contract. It lists information regarding You, Your Vehicle and other vital information.
<b>DEDUCTIBLE</b>	Refers to the Deductible amount You are required to pay for the covered Failure(s) per repair visit, as shown on the Administrator's copy of page 1.
<b>DIAGNOSTIC</b>	Refers to the system of investigation required to determine the cause of the Failure.
<b>DISAPPEARING DEDUCTIBLE</b>	If selected on the Administrator's copy of page 1, the one hundred (\$100) dollar Deductible is reduced to zero (\$0) dollars on covered repairs made at the Selling Dealership.
<b>PRE-EXISTING</b>	Refers to a condition that within all reasonable mechanical probability relates to the mechanical fitness of Your Vehicle prior to Contract issuance.
<b>SELLING DEALER(SHIP)</b>	Refers to the Dealership where this Contract was purchased as shown on page 1 of this Contract.
<b>SUBSEQUENT DAMAGE</b>	Refers to the direct or immediate damage to a non-covered part occurring as a singular event or Failure originating from the Failure of a covered part.
<b>TEARDOWN</b>	Refers to the mechanical disassembly of a failed unit required to determine the cause and the extent of the Failure.
<b>VEHICLE</b>	Refers to the Vehicle which is described on page 1 of this Contract.

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- WAITING PERIOD** Refers to the period of time before Coverage becomes effective during which claims will not be paid in the event of a Failure. The "Waiting Period" = forty-five (45) days and one thousand (1,000) miles from the Contract purchase date and the current odometer reading (at Contract purchase date). Forty-five (45) days and one thousand (1,000) miles will be added to the term of Your Contract.
- WE, US, OUR, ADMINISTRATOR** Refers to Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, (877) 302-6721, (Texas license number: 639; California license number: OK11393; Oklahoma license number: 44201382) or as otherwise stated in the "Special State Requirements" section.
- WEAR AND TEAR** Refers to the deterioration of a part beyond the manufacturer's specified tolerances that occurs naturally over time and under normal operating conditions.
- YOU, YOUR, CONTRACT HOLDER** Refers to the purchaser shown on page 1 of this Contract or the person to whom this Contract was properly transferred.

**TERMS & CONDITIONS:**

This Contract is between Us and You and is subject to all the Terms & Conditions contained herein.

**1. CONTRACT PERIOD**

Vehicle plan expiration is measured in time/mileage, whichever occurs first, from Contract purchase date and current odometer reading as shown on the Administrator's copy of page 1 and/or when the Limits of Liability for the Contract have been reached. All Vehicle plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period" = forty-five (45) days and one thousand (1,000) miles from the Contract purchase date and the current odometer reading (at Contract purchase date). Forty-five (45) days and one thousand (1,000) miles will be added to the term of Your Contract.

**2. COVERAGE**

The Coverage afforded You for Your Vehicle is fully described in this Contract. Please see the "Coverage Plans" section of this Contract.

**3. FAILURE OF COVERED PARTS**

We will pay or reimburse You for approved costs to repair or replace any Failure of a part included in Your Coverage. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT THE ADMINISTRATOR'S DISCRETION. Labor cost will be Authorized based on a nationally recognized labor manual. We accept most nationally published labor manuals (including factory labor manuals) at industry standard times.

**4. TERRITORY**

This Contract is limited to Failures which occur, and repairs that are made, within the United States of America and Canada.

**5. LIMITS OF LIABILITY**

- A) Per Component – Our liability for any one (1) covered component shall in no event exceed three thousand (\$3,000) dollars for engine (including hybrid components), turbocharger/supercharger and water pump claims, two thousand (\$2,000) dollars for transmission/transaxle claims, one thousand five hundred (\$1,500) dollars for transfer case claims and when Superior Coverage is selected one thousand five hundred (\$1,500) dollars for essential electrical, fuel delivery, brakes, front & rear suspension and air conditioning claims.
- B) Aggregate – The total of all claims and benefits paid or payable while this Contract is in force shall in no event exceed the lesser of the actual cash value of Your Vehicle at time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with said Breakdown) or eight thousand (\$8,000) dollars, and for Salvage/Rebuilt Vehicles, if the applicable surcharge has been paid, the Vehicle's value will be determined based on the NADA Rough Trade-In Value at time of repair or sixty (60%) percent of NADA Clean Retail – whichever is less. Once the limit of liability has been reached, this Contract, along with its transfer and cancellation rights, terminate.
- C) Incidental/Consequential - 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.

**6. OUR RIGHT TO RECOVERY**

If You have a right to recover funds that We have paid under this Contract against another party (such as a manufacturer's warranty claim, parts warranty, other service contract, etc.) Your right to recover these funds shall become Our right. You agree to provide reasonable assistance to help Us recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

**7. TRANSFER RIGHTS**

This Contract is for the benefit of the original Contract Holder and is transferrable while this Contract is still in force subject to a transfer fee and inspection, provided:

- A) Transfer Application.
- B) Bill of Sale showing the name and address of the new owner, Vehicle sale date and mileage at time of sale.
- C) Fifty (\$50) dollar transfer fee (forty (\$40) dollar fee in Florida, twenty-five (\$25) dollar fee in Nevada) made payable to the Administrator.

Contract must be transferred only to a subsequent private purchaser of the Vehicle. Transfer rights are voided if the Vehicle is traded, sold or put on consignment to an individual or entity engaged in the wholesale or retail sale, leasing or rental of Vehicles. Any remaining manufacturer's warranty must also be transferred at the time of Vehicle ownership transfer. Copies of all maintenance records must be given to the new owner. These records must be retained along with documentation for future maintenance work performed by the new owner in accordance with "Terms & Conditions" paragraph 9 - Maintenance Requirements. These documents are subject to verification by the Administrator.

**8. RENEWABILITY**

This Contract may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and one thousand (1,000) miles prior to the expiration date and mileage of this Contract in order to qualify for a replacement contract. The Vehicle must meet the then current underwriting guidelines relative to the Vehicle eligibility and Coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement contract. A replacement contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Coverage purchased, pursuant to the then current rates and guidelines.

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## 9. MAINTENANCE REQUIREMENTS

The Vehicle must be inspected and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual except as follows: The engine oil and filter must be changed at least every five (5) months or five thousand (5,000) miles (whichever occurs first). Note: The 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 conditions. You must be sure only the proper grade of lubricants and coolants, as recommended by the manufacturer, are used in the Vehicle. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage. If an owner's manual is not provided, You can contact Your Vehicle's manufacturer for maintenance requirements.

The Vehicle operator is responsible for making sure the oil warning light/gauge and temperature light/gauge are functioning properly before operating the Vehicle. The Vehicle must be pulled off the road immediately and operation discontinued when either of these light/gauges registers inadequate protection or performance.

It is required that verifiable receipts are retained for all maintenance services performed during the ownership of Your Vehicle and the term of Your Contract. You must retain verifiable receipts proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts will be requested by the Administrator.

## 10. DEDUCTIBLE

In the event of a Failure covered by this Contract, You may be required to pay a Deductible. The Deductible amount You must pay, for covered Failures on a per repair visit basis, is shown on the Administrator's copy of page 1.

If You selected the Disappearing Deductible option, Your Deductible will be waived, provided You have repairs made at the Selling Dealership. If no Deductible is marked on the Administrator's copy of page 1, Your Deductible is one hundred (\$100) dollars.

## 11. FINANCIAL AGREEMENTS

If this Contract was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Contract for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due to You and no claims will be approved.

## COVERAGE PLANS:

The components listed below, within the Coverage Plan indicated on the Administrator's copy of page 1, are covered by this Contract. If no Coverage plan is marked, Standard Coverage will apply.

### 1. STANDARD COVERAGE:

This Coverage Plan covers the components/parts listed below:

- (1) **ENGINE (GAS OR DIESEL):** The following parts are covered: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts. The engine block and cylinder heads are also covered if the above-listed parts caused a Failure of the engine block or cylinder head.
- (2) **HYBRID COMPONENTS:** Inverter/converter transformer units including all internal components and cover; continuously variable transmission (CVT) and all internal components; power split device and all internal components; reduction/reducer box and all internal components; onboard battery charging system including charge controller, plug in outlets, plug in cable and trickle charge cable; electric air conditioning compressor and motor and seals and gaskets for the above listed components. Hybrid/EV battery (nickel-metal hydrate or lithium-ion drive propulsion battery) including the case and mounting hardware are specifically excluded.
- (3) **TURBOCHARGER/SUPERCHARGER:** All internally lubricated parts of the turbocharger/supercharger (factory installed only). The turbocharger/supercharger housing is also covered if the above-listed parts caused a Failure of the turbocharger/supercharger housing.
- (4) **TRANSMISSION/TRANSAXLE:** All internally lubricated parts of manual or automatic transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers and torque converter. The transmission/transaxle case is covered only if damage resulted from the Failure of an internal lubricated part. Damage resulting from the breakdown of related parts or units such as, but not limited to: friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external to the engine and transmission, are not covered.
- (5) **TRANSFER CASE:** All internally lubricated parts of the 4 x 4 transfer case. The transfer case is covered only if damage resulted from the Failure of an internal lubricated part. Damage resulting from breakdowns of related parts or units such as, but not limited to: friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal and external to the transfer case, are not covered.
- (6) **WATER PUMP**
- (7) **SEALS & GASKETS:** Seals and gaskets are covered when required in connection with the replacement of a covered part listed above.

### 2. SUPERIOR COVERAGE:

In addition to the components listed in Standard Coverage above, Superior Coverage includes the following:

- (8) **ESSENTIAL ELECTRICAL:** Alternator, voltage regulator, starter, controllers, engagement switch & servo, distributor, ignition module, relays, solenoids, speed sensor, heater fan and wiring harnesses for listed covered components.
- (9) **FUEL DELIVERY:** Fuel injectors, fuel pumps and metal fuel lines.
- (10) **AIR CONDITIONING:** Compressor, compressor clutch, coils, condenser, evaporator, serpentine belt tensioner and blower motor. If the air conditioning system is unable to be repaired due to the shortage, unavailability or restriction of CFSs by Federal Mandate (i.e., Freon, R-12) then We have no further obligation for repair of the air conditioning system under this Contract. We have no obligation to install a retrofit kit on Your Vehicle that would allow use of any alternative to CFCs.
- (11) **BRAKES:** Master cylinder, wheel cylinders, disc brake calipers, vacuum assist booster, proportioning valve, hydraulic lines and fittings.
- (12) **FRONT AND REAR SUSPENSION:** Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and wheel bearings.
- (13) **SEALS & GASKETS:** Seals and gaskets are covered when required in connection with the replacement of a covered part listed above.

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**3. SURCHARGED COVERAGES (MANDATORY AS APPLICABLE):**

These benefits will only apply if selected in the surcharges section of the Administrator's copy of page 1. All surcharged Coverages listed below must be installed according to factory specifications (where applicable):

- (1) **SNOWPLOW EQUIPPED:** This Contract will provide Coverage If Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially unless the Business Use/Rideshare surcharge is also selected on Administrator's copy of page 1.
- (2) **LIFT KIT:** Oversized/undersized tires (not to exceed the maximum tire width allowed by the lift kit manufacturer), body lifts and suspension lifts (maximum six (6) inch combined lift) that are installed by the Selling Dealer. Coverage will be provided in accordance with the provisions of this Contract. The odometer must be recalibrated to register accurate mileage readings in order for Your Vehicle to be eligible for this Coverage.
- (3) **BUSINESS USE/RIDESHARE:** Refers to any vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling or hauling material of any kind, route work, job site activities, service or repair work, or which has been issued commercial plates in the state in which it is titled or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package and the snowplow equipped surcharge must be selected on the Administrator's copy of page 1. Usage must not exceed manufacturer's ratings and/or limitations. Business Use/Rideshare does not include the following which are excluded from Coverage under this Contract: a vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service or a vehicle with a municipal tag.
- (4) **SALVAGE/REBUILT:** Refers to any for a Vehicle that has ever had a Salvage or Rebuilt title. **This Coverage is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has ever been branded for flood, fire, or saltwater damage.**

**4. OPTIONAL COVERAGE:**

- (1) **ENHANCED LIMIT OF LIABILITY:** If selected on the Administrator's copy of page 1, "Terms and Conditions" paragraph 5 is replaced with the following:
  - A) Per Component – Our liability for any one (1) covered component shall in no event exceed four thousand five hundred (\$4,500) dollars for engine (including hybrid components), turbocharger/supercharger and water pump claims, three thousand (\$3,000) dollars for transmission/transaxle claims, two thousand two hundred fifty (\$2,250) dollars for transfer case claims and when Superior Coverage is selected two thousand two hundred fifty (\$2,250) dollars for essential electrical, fuel delivery, brakes, front & rear suspension and air conditioning claims.
  - B) Aggregate – The total of all claims and benefits paid or payable while this Contract is in force shall in no event exceed the lesser of the actual cash value of Your Vehicle at time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with said Breakdown) or twelve thousand (\$12,000) dollars. Once the limit of liability has been reached this Contract, along with its transfer and cancellation rights, terminate.
  - C) Incidental/Consequential - 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.
- (2) **SEALS & GASKETS UPGRADE:** If selected on the Administrator's copy of page 1, leaking seals and gaskets are covered for the components/parts listed within the Coverage plans indicated on the Administrator's copy of page 1.

**ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS:**

- (1) **Substitute Transportation:** In the event of a covered Breakdown, We will pay or reimburse You for receipted expenses to rent a replacement Vehicle (from a licensed rental agency) or for public transportation while Your Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis, up to a maximum of fifty (\$50) dollars per day and a maximum of two hundred and fifty (\$250) dollars for each repair visit.

<b>Total Repair Costs</b>	<b>\$0 – \$400</b>	<b>\$401 – \$800</b>	<b>\$801 – \$1200</b>	<b>\$1201 – \$1600</b>	<b>\$1,601+</b>
<b>Maximum Rental Days</b>	<b>One Day Rental</b>	<b>Two Day Rental</b>	<b>Three Day Rental</b>	<b>Four Day Rental</b>	<b>Five Day Rental</b>

- (2) **24-Hour Roadside Assistance Services and Benefits:** All roadside assistance services and benefits are administered through **QUEST TOWING SERVICES, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879, in California by Quest Motor Club of California, in Alabama and Utah by Quest Towing, Inc.,** all entities being individually and collectively referred to as **Quest Towing Services.**
  - a) **Emergency Roadside Service:** 24-hour Roadside Service is provided when Your covered Vehicle (as described in the Declarations Section) is disabled, while this Contract is in effect and is available by calling 877-488-2418. Please provide the dispatcher with Your Contract Number (which is on the top right of Your Contract starting with "EVPNG").
  - b) **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable the covered Vehicle to proceed under its own power (where available). You are responsible for the cost of any parts delivered.
  - c) **Tire Service:** The changing of flat tire on the covered Vehicle with Your provided spare.
  - d) **Battery Service:** Attempting to start the covered Vehicle with a booster battery.
  - e) **Delivery Service:** We will cover the cost of delivering needed fuel or fluid to Your covered Vehicle at the disablement location. (You must pay for the cost of the actual fluids).
  - f) **Towing Service:** We will cover in total any tow of the covered Vehicle up to fifty (50) miles or less to the Selling Dealer (if the Selling Dealer has vehicle repair capabilities). If the Selling Dealer is located over fifty (50) miles from the disablement location, or does not have repair capabilities, then Your covered Vehicle may be towed to the nearest alternate qualifying repair facility.
  - g) **Lockout Services:** If keys are locked inside the passenger compartment of the covered Vehicle, a locksmith will be dispatched for services.
  - h) **Trip Interruption:** In the event of a Breakdown of a covered component or part, We will reimburse You up to a maximum of two hundred (\$200) dollars per day for a maximum of five (5) days, not to exceed a total of one thousand (\$1,000) dollars, for expenses incurred by You

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for meals and/or lodging, provided: You cannot operate Your covered Vehicle due to a Breakdown covered by this Contract and are more than one hundred (100) miles away from home, and expenses are incurred between the time of Breakdown and the time repairs are completed. (The date of Breakdown shall be considered the first day). One (1) day's Trip Interruption expense shall be allowed for each eight (8) hours, or portion thereof, of required manual flat-rate labor time.

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

**Reimbursement:** In the event Your Vehicle is disabled, and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum reimbursement for any covered services contracted for by You is strictly limited to fifty (\$50) dollars per Breakdown (two hundred (\$200) dollars per day for Trip Interruption). You must send your original receipted roadside bills along with a completed claim form to: **QUEST TOWING SERVICES, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879.**

**EXCLUSIONS:**

**UNLESS EXPRESSLY PROVIDED HEREIN, THIS VEHICLE SERVICE CONTRACT PROVIDES NO COVERAGE OR BENEFITS FOR THE FOLLOWING:**

- (1) FOR FAILURES OCCURRING WITHIN THE MANDATORY WAITING PERIOD OF 45 DAYS AND 1,000 MILES FROM THE CONTRACT PURCHASE DATE.
- (2) OIL CONSUMPTION, WORN OUT PARTS AND DIMINISHED PERFORMANCE INCLUDING THAT RESULTING FROM A GRADUAL REDUCTION IN OPERATING PERFORMANCE DUE TO NORMAL WEAR AND TEAR SUCH AS TO GUIDES, VALVES, RINGS AND TRANSMISSION CLUTCH PACK, DISCS AND BANDS IS NOT COVERED.
- (3) ROTARY ENGINES, 4100 GM ENGINES.
- (4) 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 FAILURE. FOR SHOP SUPPLY CHARGES, EPA DISPOSAL FEES, SPECIAL ORDER PARTS SHIPPING COST, PARTS LOCATOR RESEARCH FEE OR STORAGE FEES.
- (5) FOR ANY DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, INTERNAL AND/OR EXTERNAL FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, ACTS OF WAR, ACTS OF TERRORISM, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OR LOSS OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS.
- (6) FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE OR IMPROPER SERVICING OR REPAIRS SUBSEQUENT TO PURCHASE OF THIS CONTRACT. FOR SEIZED OR DAMAGED ENGINES DUE TO CONTINUED OPERATION REGARDLESS OF CAUSE OR WITHOUT SUFFICIENT LUBRICANTS OR COOLANT. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP RESULTING FROM FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, OR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR BREAKDOWNS CAUSED BY FUELS CONTAINING MORE THAN TEN (10%) PERCENT ETHANOL (IF THE ENGINE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE), OR FOR ANY DAMAGE BY OR RESULTING FROM OVERHEATING REGARDLESS OF THE CAUSE, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED OR FAILURE TO HAVE YOUR VEHICLE TOWED TO THE SERVICE FACILITY WHEN CONTINUED OPERATION MAY RESULT IN FURTHER DAMAGE. CONTINUED OPERATION INCLUDES YOUR FAILURE TO OBSERVE WARNING LIGHTS, GAUGES, OR ANY OTHER SIGNS OF OVERHEATING OR COMPONENT FAILURE, SUCH AS FLUID LEAKAGE, SLIPPING, KNOCKING OR SMOKING AND NOT PROTECTING YOUR VEHICLE BY CONTINUING TO DRIVE CREATING DAMAGE BEYOND THE INITIAL FAILURE. FOR DAMAGE CAUSED BY PRE-IGNITION DETONATION, PINGING, IMPROPER/CONTAMINATED FUEL OR IMPROPER ENGINE ADJUSTMENTS.
- (7) FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES ALLOWED BY THE MANUFACTURER. ANY PART THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPLACED OR REPAIRED, OR IS AN UPDATE AND IS NOT A BREAKDOWN, IS YOUR RESPONSIBILITY AND EXPENSE.
- (8) 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/ AFTERMARKET PART REGARDLESS OF IF SUPPLIED BY A FRANCHISED DEALER OR NOT. ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, (UNLESS APPROPRIATE SURCHARGE IS MARKED ON ADMINISTRATOR'S COPY OF PAGE 1 (TRUCKS & SUVs ONLY) AND NOT TO EXCEED 6 INCH COMBINED LIFT). OVERSIZED/UNDERSIZED TIRES OR WHEELS NOT RECOMMENDED BY THE ORIGINAL MANUFACTURER OR IF IT CREATES AN ODOMETER/SPEEDOMETER VARIANCE OF GREATER THAN FOUR (4%) PERCENT (UNLESS APPROPRIATE SURCHARGE IS MARKED ON ADMINISTRATOR'S COPY OF PAGE 1 (TRUCKS & SUVs ONLY) AND NOT TO EXCEED THE MAXIMUM TIRE HEIGHT AND THE MAXIMUM TIRE WIDTH ALLOWED BY THE LIFT KIT MANUFACTURER). 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.
- (9) IF, WHILE OWNED BY YOU, YOUR 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 OF THIS CONTRACT OR IF THE VEHICLE'S TRUE MILEAGE CANNOT BE DETERMINED.
- (10) FOR ANY VEHICLE THAT HAS BEEN ISSUED A SALVAGE OR REBUILT TITLE, UNLESS THE APPROPRIATE SALVAGE/REBUILT COVERAGE OPTION IS SELECTED IN THE DECLARATIONS SECTION, AND THE APPROPRIATE SURCHARGE HAS BEEN PAID. THE FOLLOWING ARE EXCLUDED FROM COVERAGE UNDER THIS CONTRACT IRRESPECTIVE OF WHETHER THE SALVAGE/REBUILT OPTION IS SELECTED: (1) ANY VEHICLE THAT HAS EVER BEEN ISSUED A BRANDED TITLE FOR ASSEMBLED, DISMANTLED, SCRAP, FIRE, FLOOD, SALTWATER, JUNK OR PARTS ONLY, OR DECLARED A "LEMON"; (2) ANY VEHICLE THAT HAS BEEN DECLARED TRUE MILEAGE UNKNOWN (TMU), HAS A FAILED, BROKEN, DISCONNECTED OR ALTERED ODOMETER; (3) ANY VEHICLE ON WHICH THE ACTUAL ACCUMULATED MILEAGE CANNOT BE DETERMINED FOR ANY REASON.
- (11) 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 SCHEDULE OF COVERAGES), INCLUDING ANY CONSEQUENTIAL DAMAGE TO A NON-COVERED PART THAT RESULTS FROM A FAILURE. FOR DAMAGES FOR BAD FAITH, PUNITIVE OR EXEMPLARY DAMAGES, PERSONAL INJURY INCLUDING NO CLAIMS WILL BE PAID WITHOUT PRIOR ADMINISTRATOR AUTHORIZATION: CLAIMS (855) 381-2435

BODILY INJURY, PROPERTY DAMAGE (EXCEPT AS SPECIFICALLY STATED IN THE CONTRACT) AND ATTORNEY'S FEES.

- (12) WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM OR ANY WARRANTY FROM THE MANUFACTURER, SUCH AS EXTENDED DRIVE TRAIN, OR A REPAIRER'S GUARANTEE/WARRANTY (REGARDLESS OF MANUFACTURER'S OR REPAIRER'S ABILITY TO PAY FOR SUCH REPAIRS) WITH THE EXCEPTION OF CANADIAN GREY MARKET VEHICLES. FURTHER, COVERAGE UNDER THIS CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF A FAILURE IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS. FOR ANY COMPONENT NOT COVERED BY THE VEHICLE MANUFACTURER FOR THE FULL TERM OF THE VEHICLE WARRANTY.
- (13) IF YOUR VEHICLE IS USED FOR TOWING (UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE), OR IS USED FOR BUSINESS USE (UNLESS THE ADMINISTRATOR'S COPY OF PAGE 1 REFLECTS THE PURCHASE OF THE BUSINESS USE/RIDESHARE OPTION AND ONLY AS DEFINED UNDER "DEFINITIONS" BUSINESS USE/RIDESHARE), OR IS USED FOR SNOW REMOVAL (UNLESS APPROPRIATE SURCHARGE IS MARKED ON THE ADMINISTRATOR'S COPY OF PAGE 1), RENTAL, TAXI, LIMOUSINE, LIVERY OR SHUTTLE, TOWING/WRECKER SERVICE, ROAD REPAIR, CONSTRUCTION, DUMPING (DUMP BEDS), CHERRY PICKERS, LIFTING OR HOISTING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, PREARRANGED OR ORGANIZED RACING OR COMPETITIVE DRIVING.
- (14) FOR ANY PRE-EXISTING CONDITION OR FOR ANY BREAKDOWN OCCURRING BEFORE COVERAGE TAKES EFFECT OR PRIOR TO THE CONTRACTS PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU, OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- (15) FOR BREAKDOWNS THAT OCCUR AND/OR REPAIRS MADE OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA. FOR DIAGNOSTIC AND/OR TEARDOWN PROCEDURES THAT ARE NOT LISTED OR ARE IN EXCESS OF THE TIMES LISTED IN THE CURRENT YEAR'S NATIONAL FLAT RATE HOURLY GUIDE IN CONJUNCTION WITH A COVERED REPAIR.
- (16) FOR ANY LOSS CAUSED BY FAULTY OR NEGLIGENT AUTO REPAIR WORK, IMPROPER SERVICING OR INSTALLATION OF DEFECTIVE PARTS. ANY REPAIR THAT HAS BEEN MISDIAGNOSED BY THE REPAIR FACILITY OR ANY FAILURE THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE INACCURATE.
- (17) FOR ANY IMPORTED VEHICLE THAT WAS NOT ORIGINALLY MANUFACTURED TO MEET U.S. FEDERAL MOTOR VEHICLE STANDARDS WITH THE EXCEPTION OF CANADIAN GREY MARKET VEHICLES.

#### **FILING A BREAKDOWN CLAIM:**

In the event of a Breakdown You must take immediate action to prevent further damage. This Contract will not cover the damage caused by continued operation or by not securing a timely repair of the failed component(s). The operator is responsible for observing Vehicle warning lights and gauges, or any other signs of overheating or component Failure, and taking appropriate action immediately. Failure to do so may result in the denial of Coverage. If Your Vehicle experiences a Breakdown You must take the following steps to file a claim:

1. Take Your Vehicle to a licensed repair facility – If Your Vehicle breaks down, return to the Selling Dealer if possible or practical. If this is not possible or practical, take Your Vehicle to any licensed repair facility. A "licensed repair facility" is defined as a for-profit entity, recognized by the state, in the business of repairing motor Vehicles.
2. Provide the licensed repair facility with a copy of Your Contract and/or Your Contract number if possible.
3. 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. 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.
4. Authorize Teardown and/or Inspection – In some cases You may need to authorize the licensed repair facility to inspect and/or Teardown Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the Failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
5. Review Coverage – After the Administrator has been contacted, review with the service manager what will be covered by this Contract.
6. 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. If You selected the Disappearing Deductible option, Your Deductible will be waived, provided You have repairs made at the Selling Dealership. If You selected the zero (\$0) dollar Deductible option, Your Deductible will be waived.
7. Once Authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days (ninety (90) days in Florida; three hundred and sixty-five (365) days in Wisconsin) to be eligible for payment.
8. Emergency Repairs – Should an emergency occur which requires a repair of a Breakdown to be made at a time when the Administrator's office is closed, 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 Covered. 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.

For claim assistance, please contact Customer Service/Claims at (855) 381-2435. NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE. Administered by: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062.

#### **REPAIR FACILITIES GUIDELINES – FOLLOW THESE STEPS WHEN HANDLING A CLAIM:**

- 1) Advise Contract Holder that the evaluation of a Failure does not mean the repair is covered under this Contract. All covered repairs must receive prior Authorization from the Administrator.
- 2) Have the Contract Holder authorize Teardown of the Vehicle to determine cause of Failure(s) and cost to repair. Save all components, including fluids and filters, should the Administrator require outside inspection. Notify the Contract Holder that the cost of the Teardown will not be paid if it is determined that the Failure(s) is/are not covered under this Contract.
- 3) Determine the cause of Failure, correction required and cost of the repairs.

ANY MAJOR COMPONENT FAILURE THAT HAS A VERIFIABLE COMPLAINT, I.E. SLIPPING TRANSMISSION, KNOCKING ENGINE, ETC., SHOULD BE CALLED IN PRIOR TO ANY TEARDOWN.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR ADMINISTRATOR AUTHORIZATION: CLAIMS (855) 381-2435**

- 4) Contact the Administrator's claims advisor at **(855) 381-2435** to obtain Authorization to proceed with the repairs. Be prepared with the following when placing the call:
  - a. Customer's Name, Contract number and complaint.
  - b. Cause of the Failure(s) and recommended correction.
  - c. Cost of repair(s).
  - d. Factory part number(s).
- 5) The claims advisor will verify Coverage and do one of the following:
  - a. Authorize Claim - If Authorized, a reference number will be provided to be recorded on the repair order. The Authorized amount is the maximum that will be paid. Additional amounts must receive prior authorization.  
NOTE: We will adjust the labor hours according to a nationally recognized labor time guide. We accept most nationally published labor guides (including factory labor guides) at industry standard times, including Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.
  - b. Require additional evaluation, inspection or Teardown - The Administrator may require an inspection prior to repair(s) being completed. If Teardown is required to determine the cause of Failure, the Contract Holder must authorize the Teardown. Notify the Contract Holder that if the repair is not covered, the Contract Holder is responsible for the cost of the Teardown. Save all components requiring inspection, including fluids and filters. The Claims advisor will arrange for the inspection. If inspection is not made within forty-eight (48) hours, contact the Administrator.
  - c. Deny the claim and provide the reason for denial.
- 6) Review the Administrator's findings with the Contract Holder as well as what will be covered by the Contract and what portion of the repairs, if any, will not be covered.
- 7) Obtain the Contract Holder's authorization to complete repairs. All repair orders must have the Contract Holder's signature to qualify for payment.
- 8) Submit repair order(s) which should contain the Contract number, reference number and Authorized amount to the Administrator within thirty (30) days (ninety (90) days in Florida; three hundred and sixty-five (365) days in Wisconsin) at the following address:

**Endurance Dealer Services, LLC**  
**400 Skokie Blvd., Suite 105**  
**Northbrook, IL 60062**  
**Claims: (855) 381-2435 / Fax: (847) 983-7724**  
**Email: claims@enduranceds.com**

**CANCELLATIONS:**

You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested cancellation date, to the Administrator. If You cancel this Contract, Coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You or the lienholder within the first thirty (30) days of the purchase date and You have not incurred a claim ("Free Look Period"), the Contract is void and the entire Contract purchase price will be refunded. If the Contract is canceled by You or the lienholder after the Free Look Period, or if a claim is made or paid within the first thirty (30) days of the Contract, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. Include with Your refund request, 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.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) You do not pay the Contract purchase price; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If We cancel this Contract during the Free Look Period, the entire Contract purchase price will be refunded. If We cancel the Contract after the Free Look Period, or if a claim is made or paid within the first thirty (30) days of the Contract, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation. 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.

In most cases the refund will be effectuated by the Selling Dealer. Any refunds owed will be paid or credited within thirty (30) days of the date We receive notice of Your request to cancel.

**ARBITRATION**

As used in this provision, "You" and "Your" means the person or persons named in this Contract, and all of his/her heirs, survivors, assigns and representatives and "We" and "Us" shall mean the Administrator identified on page 2 and shall be deemed to include all its agents, affiliates, predecessors in interest, successors and assigns, any retailer or distributor of its products and all of the dealers, licensees and employees of any of the foregoing entities. Please read this arbitration provision ("Provision") carefully. It affects Your rights.

Most customer concerns can be quickly and satisfactorily resolved by calling Us at **(877) 302-6721**. In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. It uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed seventy-five thousand (\$75,000) dollars, We will pay all costs of arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

**ARBITRATION AGREEMENT**

- (1) We and You agree to arbitrate all disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - Claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

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- Claims that arose before this or any prior Contract (including, but not limited to, claims relating to marketing);
- Claims that are currently the subject of purported class action litigation in which YOU are not a member of a certified class; and
- Claims that may arise after the termination of this Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Contract, You and We are each waiving the right to a trial by jury or to participate in a class action. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the Contract.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Department, Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within thirty (30) days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled. You may contact Us to obtain a form to initiate arbitration.
- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than seventy-five thousand (\$75,000) dollars. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for ten thousand (\$10,000) dollars or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If Your claim exceeds ten thousand (\$10,000) dollars, the right to a hearing will be determined by the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than seventy-five thousand (\$75,000) dollars in damages, payment of these fees will be governed by the AAA rules.
- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
  - Pay You the amount of the award or ten thousand (\$10,000) dollars ("the alternative payment"), whichever is greater; and
  - Pay Your attorney, if any, twice the amount of his/his reasonable attorneys' fees and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing and pursuing Your claim in arbitration ("the attorney premium").

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) above supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this Contract to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your Contract, You may reject any such change by sending Us written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between Us in accordance with the language of this provision.

#### **GUARANTEE:**

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

#### **PRIVACY POLICY:**

The Gramm-Leach Bliley (GLB) Act deals in part with how financial institutions treat nonpublic financial information ("Information"). We are committed to maintaining the trust of Our customers. We maintain that trust by keeping Information about Our customers in a secure environment and using that Information in conformance with this policy. This policy outlines the types of information We collect and the kinds of companies with whom We may share such Information. These examples are illustrative only. In addition, Contract Holder may have other privacy protection under state law. We will comply with applicable state law regarding information about Agreement Holder. We reserve 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 WE MAY COLLECT:**

- Information We receive from Contract Holder, or is provided to Us on Contract Holder's behalf, on applications and other forms, such as Contract Holder's name, address, telephone number, lender's name, finance agreement term and Vehicle information.
- Information about Contract Holder's transactions with Us, Our affiliates or others.
- Information will be provided as We deem appropriate to determine eligibility, to process claims, as Authorized by Contract Holder or as otherwise permitted or required by law. INFORMATION WE MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.
- We restrict access to the information to authorized individuals who need to know this information to provide service and products to Contract Holder or to administer Contract Holder's account. We use physical, electronic and procedural security measures designed to protect Our customer information. We also train Our employees about the meaning and requirements of Our policy for information security and confidentiality.
- We do not disclose this Information about current customers or any former customers to anyone, except as permitted by law.
- The law permits Us to share this Information with Our affiliates and other affiliated service providers. The law also permits Us to share Information with companies that perform marketing services for Us or other institutions that have joint marketing agreements with Us such as the Selling Dealer. You do not need to do anything as a result of this notice. It is meant to inform You of how We collect, share and safeguard Your non-public financial information, and is not a part of the Contract.

**SPECIAL STATE REQUIREMENTS:**

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

**ALABAMA SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. The right to void the Contract is not transferable and applies only to the original Contract Holder. Any administration fee for a cancellation by You outside of the Free Look Period shall not exceed twenty-five (\$25) dollars. If We cancel this Contract, We will not impose an administration fee. 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:**

The "Guarantee" section is amended as follows: In Alaska You may file a claim directly with the Insurance Company if a claim or refund is not paid within thirty (30) days after proof of loss has been filed. The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. The right to void the Contract is not transferable and applies only to the original Contract Holder. Any administrative fee for a cancellation by You outside of the Free Look Period shall not exceed the lesser of seven and one half (7.5%) percent of the of the unearned provider fee paid by the service contract holder or fifty (\$50) dollars. We may only cancel this Contract for the following reasons (1) nonpayment of the purchase price, (2) if You have been convicted of a crime increasing the hazard covered by the Contract, (3) fraud or material misrepresentation by You in obtaining the Contract or in pursuing a claim hereunder, (4) a grossly negligent act or omission by You that substantially increases the hazards covered by the Contract, (5) physical changes to the Vehicle that makes it ineligible for Coverage, or (6) a substantial breach of Your duties hereunder. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price or fraud or material misrepresentation by You in connection with obtaining the Contract or pursuing a claim hereunder We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You.

**ARIZONA SPECIAL STATE REQUIREMENTS:**

Notwithstanding any language to the contrary contained herein, Administrator will not cancel or void this Contract due to any of the following if known by You, Us or the Selling Dealer: Pre-existing conditions; prior use or unlawful acts relating to the Vehicle; misrepresentation by either the Administrator or subcontractors; or the Vehicle qualifying as a gray market, high performance or GM diesel auto. Further, neither Administrator nor its assignees or subcontractors will cancel or void Coverage under this Contract due to the acts or omissions of the Administrator, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner. The "Exclusions" section paragraph (9) is amended to include, "this Contract does not exclude Coverage if the odometer was tampered with prior to purchase." The "Arbitration" section does not preclude You from Your right to file a complaint with the Arizona Department of Insurance. Any fee charged for cancellations will be the lessor of fifty (\$50) dollars or ten (10%) percent of the gross amount paid by You. The "Exclusions" section item (11) is deleted.

**CALIFORNIA SPECIAL STATE REQUIREMENTS:**

The "Terms & Conditions" section paragraph (9) is amended as follows: You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. All verifiable receipts must be retained for any service work and may be requested. The Administrator may request receipts to verify Vehicle maintenance. If You perform Your own service, You must retain all receipts that show purchase of materials used in Vehicle maintenance procedures. The "Exclusions" section paragraph (14) of this Contract is amended as follows:

**For any PRE-EXISTING condition, for any BREAKDOWN occurring prior to the Effective Date and Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.** The "Guarantee" section is amended to include the following: If You are not

satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or access the Department's internet web site (www.insurance.ca.gov). The "Cancellations" section of this Contract is amended as follows: If You cancel this Contract within sixty (60) days after receipt of the Contract, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, and no claim has been paid hereunder, We will refund the entire Contract purchase price. If You cancel this Contract after sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, or if a claim has been paid during the first sixty (60) days, thirty (30) if the Vehicle was other than new when the Contract was purchased, You may cancel this Contract and We will pay a pro-rata refund of the Contract purchase price based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. Cancellations after the first sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, are subject to an administration fee of twenty-five (\$25) or ten (10%) percent of the purchase price, whichever is less. We may cancel this Contract within the first sixty (60) days after the date of purchase only upon providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the reason for cancellation, postmarked before the sixty-first (61st) day after the date of purchase and We will pay a full refund of the Contract purchase price paid by You, unless We have paid a claim hereunder or advised You

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in writing that We will pay a claim, in which case We will pay a pro-rata refund of the Contract purchase price based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. We may cancel this Contract for nonpayment or for fraud or material misrepresentation by You at any time by providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the specific grounds for the cancellation, and We will refund the full amount paid by You for this Contract, unless We have paid a claim hereunder, in which case We will pay a pro-rata refund of the Contract purchase price paid by You based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. If We cancel this Contract for any reason We will not charge an administrative or cancellation fee, any refund due will be paid within thirty (30) days of the date of cancellation, the Contract will cease to be valid five (5) days after the date the notice of cancellation is postmarked, and We will pay any claim reported to Us prior to the effective date of cancellation that is covered by this Contract. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to the "Filing a Breakdown Claim" section of this Contract. The "Arbitration" section is replaced in its entirety by the following: Any controversy or claim arising out of or relating to this Contract, or a breach hereof, shall be settled by arbitration according to the California Arbitration Act. You and We shall each pay a pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees or other expenses incurred by You or Us for Our individual benefit. In the event You are indigent, all fees and costs charged to or assessed, exclusive of arbitrator fees, shall be waived. You will not be required to pay any fees and costs, including, but not limited to, the fees and costs of the arbitrator, provider organization, attorney or witness(es) incurred by Us in the event You do not prevail in the arbitration. Judgment upon the Arbitrator's award may be entered in any court having jurisdiction thereof. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. You must notify the Administrator in writing of Your intent to seek arbitration at the following address:

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

The second sentence of the section titled "Things You Must Do Throughout The Term Of Your Contract" is amended to read: Keep copies of all receipts (oil changes, lubrication, etc.). The section titled "All Plans Include the Following Benefits" is amended to add the following: In the event **Quest Motor Club of California** fails or refuses to honor a claim, You may contact the Administrator directly at (877) 302-6721.

**COLORADO SPECIAL STATE REQUIREMENTS:**

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

**CONNECTICUT SPECIAL STATE REQUIREMENTS:**

Connecticut law requires an automobile Dealer to provide a warranty covering certain classes of used motor vehicle as follows: Used vehicles with a sale price of three thousand (\$3,000) dollars or more but less than five thousand (\$5,000) dollars must be provided with Coverage for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; Used vehicles with a sale price of five thousand (\$5,000) dollars or more must be provided with Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the Vehicle You have purchased. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the "Definitions", "Coverage" and "Exclusions" in this Contract apply only to this Contract and are not the terms of the required Dealer warranty. The "Cancellations" section is amended as follows: The Contract Holder may cancel at any time for any reason. 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. The "Arbitration" section is amended to advise You that written requests may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attention: Consumer Affairs. Written requests must describe the dispute, the price of the product and cost of repair, and include a copy of this Contract.

**DISTRICT OF COLUMBIA**

The "Cancellations" section is amended as follows: If We cancel this Contract for a reason other than nonpayment of the Contract purchase price, a substantial breach of duties related to the Vehicle or its use, or material misrepresentation by You, We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. Any administration fee imposed shall not exceed the lesser of fifty, (\$50) dollars or ten (10%) percent of the gross provider fee paid by You.

**GEORGIA SPECIAL STATE REQUIREMENTS:**

We will not deny a claim under this Contract for a Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services. The exclusion set forth in the "Exclusions" section paragraph (8) is limited to alterations made by You or with Your knowledge. The "Exclusions" section paragraph (9) is amended as follows: "Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined subsequent to the purchase of this Contract. The exclusion set forth in the "Exclusions" section paragraph (14) is limited to Pre-Existing conditions known to You and information provided by You. The exclusion set forth in the "Exclusions" section paragraph (15) is deleted in its entirety. The "Exclusions" section paragraph (16) is amended to delete the following language: "Any repair that has been misdiagnosed by the Repair Facility. The "Cancellations" section is amended as follows: We may only cancel this Contract for fraud, material misrepresentation, or nonpayment. In the event We cancel this Contract outside of the Free Look Period, We will retain a pro-rata amount based on greater of the days in force or the miles driven related to the term of this Contract and no administrative or cancellation fee will be assessed. If You cancel this Contract at any time, no administrative or cancellation fee will be assessed. All cancellations will conform to OCGA 33-24-44. In order for the finance company to cancel this Contract for non-payment it must hold a power of attorney from You. The "Arbitration" section is deleted in its entirety.

**HAWAII SPECIAL STATE REQUIREMENTS:**

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

**IDAHO SPECIAL STATE REQUIREMENTS:**

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

**ILLINOIS SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: Any administrative fee assessed by Us in connection with cancellation shall not exceed the lesser of ten (10%) percent of the Contract purchase price or fifty (\$50) dollars.

**INDIANA SPECIAL STATE REQUIREMENTS:**

Your proof of payment to the issuing Dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract. The "Exclusions" section paragraph (14) is amended as

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follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to You. The "Arbitration" section is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You and shall take place in Your county of residence or other mutually agreed upon location. The arbitrator shall be mutually agreed upon by Us and You. For information regarding arbitration and the rules applicable thereto You may contact the American Arbitration Association at (800) 778-7879. THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

**IOWA SPECIAL STATE REQUIREMENTS:**

This Contract is subject to rules administered by the Iowa Insurance Division. You may call the Insurance Division at (515) 281-5705. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. We will not use used parts to make a repair under this Contract without prior written authorization from You unless such parts were rebuilt in accordance with Iowa Administrative Code Rule 191-103.6(5)a.(9). The "Cancellation" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed the lesser of ten (10%) percent of the total Contract purchase price or fifty (\$50) dollars. Any refund for a Contract cancelled by You will be paid within thirty (30) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. If You cancel this Contract, We will mail a written notice of cancellation to You within fifteen (15) days of the date of termination.

**KANSAS SPECIAL STATE REQUIREMENTS:**

Locksmith and Tire Service are not available.

**LOUISIANA SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: If We cancel this Contract for a reason other than nonpayment of the provider fee, a substantial breach of duties related to the Vehicle or its use, or material misrepresentation to Us by You, We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. This Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the Attorney General. The right to void this Contract during the Free Look Period provided is not transferable and shall apply only to the original purchaser and only if no claim has been made prior to its return. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract during the Free Look Period.

**MAINE SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed ten (10%) percent of the Contract purchase price or fifty (\$50) dollars whichever is lesser. 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 outside of the Free Look Period, the unearned pro rata Contract purchase price will be refunded.

**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 be extended to the date that the Vehicle is released from the Repair Facility. The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed ten (\$10) dollars.

**MASSACHUSETTS SPECIAL STATE REQUIREMENTS:**

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require an automobile Dealer to provide a warranty covering certain classes of used motor vehicles, as follows: Used vehicles with less than forty thousand (40,000) miles at time of sale Provides Coverage for ninety (90) days or thirty-seven-hundred and fifty (3,750) miles, whichever occurs first. Used Vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale Provides Coverage for sixty (60) days or twenty-five hundred (2,500) miles, whichever occurs first. 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 Provides Coverage 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", "Coverages" and "Exclusions" in this Contract apply only to this Contract and are not the terms of the required Dealer warranty. In Massachusetts the entity obligated to perform under this Contract is the Selling Dealer.

**MINNESOTA SPECIAL STATE REQUIREMENTS:**

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

**MISSISSIPPI SPECIAL STATE REQUIREMENTS:**

The "Arbitration" section is deleted in its entirety. The "Cancellations" section is amended as follows: If You cancel this Contract within the first thirty (30) days of the purchase date and You have not incurred a claim, the Contract is void and the entire Contract purchase price will be refunded, and We will not charge an administrative fee. If you cancel the Contract after thirty (30) days or after You have incurred a claim, We will refund you the unearned Contract pro rata purchase price of the Contract, less the amount of claims paid and a reasonable administrative fee. Any administrative fee will not exceed the lesser of fifty (\$50) dollars or ten (10%) percent of the gross Contract purchase price. A ten (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Contract. We may cancel this Contract for nonpayment of the purchase price, a material misrepresentation by You or a substantial breach of the Your duties under this Contract. Unless We cancel for Your nonpayment of the purchase price, We will refund one hundred (100%) percent of the unearned pro rata purchase price less any claims paid.

**MISSOURI SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: If You cancel this Contract within the first thirty (30) days of the date the Contract was mailed to You, or thirty (30) days of the purchase date and a claim has not been made hereunder, the Contract is void and We will refund the entire Contract purchase price. If a claim has been made hereunder during this time period, We will refund the entire Contract purchase price less any claims that have been paid. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. 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

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Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. 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:**

The "Cancellations" section 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:**

The "Arbitration" section is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You.

**NEVADA SPECIAL STATE REQUIREMENTS:**

The "Exclusions" section paragraph (8) is amended to add the following: However, We will not deny Coverage for the Breakdown of a covered component or part that is unrelated to any such non-manufacturer-recommended alteration or use. The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty will be added to the refund for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. The right to void this Contract is not transferable and applies only to the original Contract Holder. If We cancel this Contract for any reason, We will mail You written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to cancellation. After this Contract has been in effect for seventy (70) days, We will not cancel this Contract, except for the following reasons, before the expiration of this Contract or one (1) year after the effective date of this Contract, whichever occurs first: (a) Failure by You to pay an amount when due; (b) Your conviction for a crime which results in an increase in the service required under this Contract; (c) Discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim under this Contract; (d) Discovery of: (1) An act or omission by You; or (2) A violation by You of any condition of this Contract, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued or sold. If We cancel this Contract for any reason, We will not impose a cancellation fee for such cancellation. The language in the first sentence of the "Exclusions" section paragraph 8 up to the first comma (",") is hereby deleted and replaced with the following language: "This Contract will not cover any unauthorized alterations or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer or damages arising from such unauthorized alterations or modifications not recommended by the manufacturer. If You have altered or used Your Vehicle in a manner not recommended by the manufacturer, We will not automatically suspend Coverage that is unrelated to the unauthorized alteration or use not recommended by the manufacturer; this Contract will continue to provide applicable Coverage that is not related to the unauthorized alteration or use not recommended by the manufacturer unless otherwise excluded by this Contract, including but not limited to". In the event You are not satisfied with the manner in which We are handling a claim under this Contract, You may contact the Nevada Commissioner of Insurance by calling the following toll-free telephone number: 888-872-3234. The "Cancellations" section is further amended to change the Administrative Fee to Cancellation Fee and the amount of the Cancellation Fee will be twenty-five (\$25) dollars. The laws of Nevada govern this contract.

**NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:**

The "Arbitration" section is amended as follows: Any civil action or any alternative dispute resolution procedure brought in connection with this Contract is subject to RSA 542 and shall be brought in the courts of New Hampshire. In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301 (800) 852-3416.

**NEW JERSEY SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price, material misrepresentation or omission by You, or a substantial breach of the Contract by You We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation.

**NEW MEXICO SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. The right to void this Contract during the Free Look Period applies only to the original purchaser of this Contract. A ten (10%) percent penalty per each thirty (30) day period or portion thereof shall be added to a refund due for a Contract cancelled by You during the Free Look Period that is not made within sixty (60) days of return of the Contract by You. We may not cancel this Contract unless We mail to You at Your last known address as reflected in Our files a notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. If this Contract has been in effect for at least seventy (70) days, We may not cancel the Contract before its expiration or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by You that results in an increase in the services required under this Contract; (3) discovery of fraud or material misrepresentation by You in obtaining this Contract or presenting a claim hereunder; or (d) discovery of: (1) an act or omission by You; or (2) a violation of this Contract by You, which occurred after the effective date of this Contract and which substantially and materially increases the service required under this Contract. No administrative fee will be assessed if We cancel this Contract. No administrative fee shall exceed the lesser of ten (10%) percent of the purchase price of this Contract or fifty (\$50) dollars. The "Guarantee" section is amended as follows: 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.

**NEW YORK SPECIAL STATE REQUIREMENTS:**

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

**NORTH CAROLINA SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the refund amount or fifty (\$50) dollars.

**OKLAHOMA SPECIAL STATE REQUIREMENTS:**

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The "Cancellations" section 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.

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**OREGON SPECIAL STATE REQUIREMENTS:**

The "Arbitration" section is deleted in its entirety. The Administrator is the obligor for this Contract.

**SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:**

In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 (800) 768-3467. The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

**TEXAS SPECIAL STATE REQUIREMENTS:**

Questions and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 (512) 463-6599 or (800) 803-9202. The "Guarantee" section 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. The "Cancellations" section is amended as follows: If You cancel this Contract before the thirty-first (31<sup>st</sup>) day after the date of purchase We will refund the entire Contract purchase price less any claims paid hereunder. Subsequent to this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and a cancellation fee of fifty (\$50) dollars. 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 cancellation date 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 outside of the Free Look Period, We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation. If We cancel this Contract, We will not impose an administration fee. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a Contract cancelled by You that is not made before the forty-sixth (46<sup>th</sup>) day of receipt of a notice of cancellation by Us.

**UTAH SPECIAL STATE REQUIREMENTS:**

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. The "Filing a Breakdown Claim" section paragraph (7) is 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. The "Cancellations" section 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 and Mileage unless We are cancelling the Contract for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or substantial breaches of Your duties hereunder. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment in which case We will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is not provided in the notice, We will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by You. The "Arbitration" section is amended as follows: Claims or controversies shall not be subject to arbitration if the amount of the claim or controversy is within the jurisdictional limits of the small claims court of the state where the action would be brought. The "Guaranty" section is deleted and hereby replaced with the following: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company, Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048.

**VERMONT SPECIAL STATE REQUIREMENTS:**

Any civil action brought in connection with this Contract must be brought in the courts of Vermont. The "Cancellations" section is amended as follows: The original Contract Holder may return this Contract within thirty (30) days of receipt of the Contract and, if no claim has been made hereunder, We will make a refund of the full purchase price of the Contract. 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, and an administrative fee of fifty (\$50) dollars. The right to return this Contract during the Free Look Period only applies to the original Contract Holder.

**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-contractproviders.shtml](http://www.vdacs.virginia.gov/food-extended-service-contractproviders.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. The "Guarantee" section 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. The "Cancellations" section is amended as follows: A ten (10%) percent penalty per month shall be added to a refund due for a voided Contract that is not made within forty-five (45) days of return of the Contract by You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. You may return this Contract within thirty (30) days of delivery for a full refund. We will not charge a cancellation fee if You cancel this Contract during this time period. Subsequent to this time period, or if a claim has been made during this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and an administrative fee of ten (10%) percent of the Contract purchase price not to exceed fifty (\$50) dollars. In the event that the Vehicle is subject to a total loss that is not covered by a replacement pursuant to the terms of this Contract, You are entitled to cancel this Contract and We will refund the unearned Contract purchase price as indicated above but we will not deduct an administrative fee. We may cancel this Contract only for the following reasons: nonpayment; material misrepresentation by You to Us; or substantial breach of Your duties hereunder. If We cancel this Contract outside of the Free Look Period, We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation. 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. The "Arbitration" section is amended to read as follows: Arbitration: Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR ADMINISTRATOR AUTHORIZATION: CLAIMS (855) 381-2435**

**WYOMING SPECIAL STATE REQUIREMENTS:**

The "Cancellations" section is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within forty-five (45) days of receiving notice of cancellation from You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed shall not exceed the lesser of ten (10%) percent of the Contract purchase price or fifty (\$50) dollars. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least 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. The "Arbitration" section is amended as follows: Arbitration shall only be required upon mutual agreement by Us and You to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration and shall take place in Your county of residence or other mutually agreed upon location in Wyoming.

SAMPLE