



# VEHICLE SERVICE AGREEMENT

CONTRACT NUMBER:

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**DECLARATIONS:**

**APPLICANT INFORMATION**

PURCHASER NAME		PHONE	EMAIL ADDRESS	
MAILING ADDRESS		CITY	STATE	ZIP CODE

**SELLER INFORMATION**

SELLER NAME		PHONE	EMAIL ADDRESS	
MAILING ADDRESS		CITY	STATE	ZIP CODE

**VEHICLE INFORMATION**

YEAR	MAKE	MODEL	SALES PRICE	VIN # (MUST BE 17 DIGITS)
STOCK/REFERENCE #	CURRENT ODOMETER READING	<b>MANDATORY SURCHARGES:</b> <input type="checkbox"/> DIESEL <input type="checkbox"/> 4X4/AWD <input type="checkbox"/> TURBO/SUPERCHARGER		<b>HYBRID ELECTRIC SURCHARGE:</b> <input type="checkbox"/> HEV <input type="checkbox"/> HEV (w/Battery*)

\*HEV Battery covered only on Vehicles up to 5 model years old with up to 100,000 miles at time of Contract purchase

**SERVICE AGREEMENT INFORMATION**

SALE DATE/EFFECTIVE DATE			AGREEMENT PRICE		
<b>COVERAGE:</b>	<b>CUST. INITIALS:</b>	<b>DEDUCTIBLE:</b>	<b>CUST. INITIALS:</b>	<b>ADD-ON COVERAGE OPTIONS:</b>	<b>CUST. INITIALS:</b>
<input type="checkbox"/> GUARDIAN PRO	_____	<input type="checkbox"/> \$0 DEDUCTIBLE	_____	<input type="checkbox"/> HIGH TECH	_____
<input type="checkbox"/> GUARDIAN PREMIER	_____	<input type="checkbox"/> \$100 DEDUCTIBLE	_____	<small>(Available on Guardian Premier and Select Plus Coverage only; Included on Guardian Pro)</small>	
<input type="checkbox"/> GUARDIAN SELECT PLUS	_____	<input type="checkbox"/> \$200 DEDUCTIBLE	_____		
<input type="checkbox"/> GUARDIAN SELECT	_____	<input type="checkbox"/> \$500 DEDUCTIBLE	_____		
<input type="checkbox"/> GUARDIAN POWERWRAP	_____	<input type="checkbox"/> REDUCING DEDUCTIBLE	_____		
		<small>(Deductible AT selling dealer \$0, AWAY from selling dealer \$200)</small>			

<input type="checkbox"/> CERTIFIED PROGRAM	ORIGINAL IN-SERVICE DATE (IF APPLICABLE)	<b>PLEASE ATTACH CERTIFICATION INSPECTION FORM, REPAIR ORDER AND CERTIFIED LIMITED WARRANTY.</b>
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**TERMS** (Unlimited Mileage Terms are not available on Commercial Use Vehicles. See Definitions Section for details.) **THIS CONTRACT DOES NOT REQUIRE A WAITING PERIOD.**

TERM MONTHS	EXPIRATION DATE	TERM MILES	EXPIRATION MILES
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**APPLICANT'S ACKNOWLEDGMENT**

The undersigned purchaser of this Contract has read this entire Contract. The Declarations Section identifies the Coverage selected. The specific components covered are identified in the Schedule of Coverages Section. FOR REQUIREMENTS AND/OR DISCLOSURES THAT APPLY SPECIFICALLY TO YOU, PLEASE REVIEW THE SPECIAL STATE REQUIREMENTS SECTION OF THIS CONTRACT. Purchase of this Contract is optional, cancellable at any time for any reason, not a condition of credit, and not required in order to purchase or lease a vehicle or obtain vehicle financing. You may pay for this Contract by cash or by including it in the financing of Your Vehicle. If this Contract has been financed, the lien holder identified below shall be entitled to any refunds resulting from cancellation. If You cancel this Contract and do not receive a refund from the Selling Dealer or the Administrator, please contact the Insurance Company.

SPECIAL STATE REQUIREMENTS SUPERCEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS APPLICATION. **IN ADDITION TO SIGNING WHERE INDICATED BELOW, WASHINGTON RESIDENTS ARE REQUIRED TO INITIAL WHERE INDICATED IN SECTION XVI.**

My signature below means that I have reviewed and understand the time and mileage limitations, coverage, maintenance requirements, and exclusions, and that the repair of non-covered components is excluded from coverage. I further understand Unlimited Mileage Terms are not available on Commercial Use Vehicles. I have reviewed all the coverage and options available. All the options I wish to purchase are clearly marked above. I have read and understand Responsibilities Section of this Contract. I hereby declare that I have received the Contract and the above information is correct. I UNDERSTAND THAT THE CONTRACT WILL BE BETWEEN THE OBLIGOR (Endurance Dealer Services, LLC) AND APPLICANT.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ AUTHORIZED SIGNATURE & TITLE \_\_\_\_\_

LIENHOLDER \_\_\_\_\_

LIENHOLDER ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**Administrator: Endurance Dealer Services, LLC**  
**400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-302-6721**

## GENERAL AGREEMENT PROVISIONS

### I. NATURE OF AGREEMENT:

This is a Vehicle Service Contract between the "Purchaser" (You) and the "Obligor" (Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721). You agree and understand that this Contract is NOT A POLICY OF INSURANCE.

### II. ENTIRE AGREEMENT:

This Contract, including the terms, conditions, limitations, exceptions, definitions, and exclusions, the Application form and the Declarations Section, together with any endorsements, if any, constitute the entire Contract. **No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions.** This Contract gives You specific rights. You may have other rights, which may vary from state to state in the United States or between provinces in Canada. For additional details, please refer to the Special State Requirements Section.

This Contract covers mechanical Breakdown, **is for Your sole benefit, and applies only with respect to the described Vehicle. This Contract shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Contract, You must immediately notify Us and within fifteen (15) days of the odometer becoming inoperable and, if the odometer's failure is not otherwise covered by the terms of this Contract, provide documentation proving that the odometer has been repaired.**

**The standard Deductible amount is one hundred (\$100) dollars. If a visible mark does not appear next to one of the Deductible choices, the Deductible will be one hundred (\$100) dollars. If a visible mark appears next to the Reducing Deductible, the Deductible amount is two hundred (\$200) dollars if a covered repair is completed away from the Selling Dealer and zero (\$0) dollars if a covered repair is completed at the Selling Dealer.**

### III. BREAKDOWN:

In the event of a Breakdown of any covered part(s) listed below, the Administrator will provide for payment or reimbursement for **pre-authorized expenses** incurred for the repair or replacement of the part(s), **less any Deductible**, in accordance with the provisions contained within this Contract. **Reasonable expenses are not to exceed the cost of repair based upon national labor and parts manual. AT THE ADMINISTRATOR'S DISCRETION, REPLACEMENT OF COVERED PARTS THAT HAVE EXPERIENCED A BREAKDOWN MAY BE MADE WITH ORIGINAL EQUIPMENT MANUFACTURER PARTS, NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS, RE-MANUFACTURED PARTS, AND/OR USED PARTS.**

The Contract provides benefits for "Breakdown" and "Wear and Tear" of covered Parts installed by the Vehicle manufacturer, **as those terms are defined below.**

### IV. DEFINITIONS:

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

**Administrator** - Means 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) in all states except Florida, Massachusetts, and Washington.

**Obligor** - Means 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) in all states except Florida, Massachusetts, and Washington.

**Breakdown** - Means the failure 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 because of its condition and not because of the action or inaction of any non-covered parts. Subsequent damages resulting from the Breakdown of a covered part are covered by this Contract with exceptions including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.

**Commercial Use** - Means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this Contract: 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; Vehicles used for principally off-road use, prearranged or organized racing or competitive driving.

**Contract, Service Contract, or Motor Vehicle Service Contract** - Means this Vehicle Service Contract and Your completed Declarations Section.

**Coverage** - Means the protection You selected as shown in this Contract.

**Declarations Section** - Means the numbered document which is a part of this Contract. It lists information regarding You, Your Vehicle, Us, and other vital information.

**Deductible** - Means the amount You are required to pay as selected in the Declarations Section or, if not selected, as described by the terms contained herein, per repair visit for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

**Effective Date and Mileage** - For GUARDIAN POWERWRAP and Certified GUARDIAN POWERWRAP Plans means the date You purchased Your Contract and zero (0) miles; for all other Plans means the date You purchased Your Contract and the miles on the odometer on that date.

**Expiration Date or Mileage** - Means the date and/or mileage when Your Contract is no longer in force. Your Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, unless You selected an Unlimited Mileage Term in which case Your Contract expires when the Expiration Date listed in the Declarations Section is reached, and/or when the Limit of Liability for the Contract has been reached.

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

**HEV Battery/Battery Pack** - Means the rechargeable HEV Battery Pack which houses many individual cells and must be recharged regularly to ensure proper working order including, but not limited to, nickel-metal-hydride (NiMH) Batteries and lithium-ion Batteries. **(Standard 12V lead-acid batteries excluded). (Included with GUARDIAN PRO Coverage only on Vehicle current plus five (5) model years with less than one hundred thousand (100,000) miles at time of Contract purchase.)**

**HEV Battery Breakdown** - Means the Breakdown of the HEV Battery Pack or individual HEV Battery cell(s) causing degradation to its ability to hold adequate charge. **The allowable capacity before a claim will be paid is the lesser of seventy (70%) percent or the manufacturer's capacity allowance. All other causes, except for HEV Battery Breakdown due to normal usage and charging standards, are excluded.**

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**Lift Kit** - Means any Vehicle equipped with body and/or suspension lifts. **The Lift Kit and its assemblies that are in addition to factory installed parts are excluded from Coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is five (5) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract. No Coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.**

**Pre-Existing** - Means a condition that within all reasonable mechanical probability relates to the mechanical condition of Your Vehicle prior to Contract issuance.

**Reducing Deductible** - If selected in the Declarations Section and the Reducing Deductible option is paid, means a two hundred (\$200) dollar Deductible is reduced to zero (\$0) dollars on covered repairs made at the Selling Dealer.

**Seals & Gaskets** - Means Seals and Gaskets designed to prevent the loss of necessary coolants, lubricants and fluids on all listed components within the level of Coverage You selected as shown in the Declarations Section. **(Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).**

**Selling Dealer** - Means the dealer where this Contract was purchased.

**Subsequent Damage** - Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Unlimited Mileage** - Means Your Contract expires when the Expiration Date listed in the Declarations Section is reached. Available only on Vehicles five (5) years old or newer with less than fifty thousand (50,000) odometer Miles at time of sale. Unlimited Mileage Terms not available for Commercial Use Vehicles. If Your Vehicle is found to meet the definition of Commercial Use as listed in the Definitions Section at time of claim, the Term Miles of Your Contract will convert to fifteen thousand (15,000) Miles per year based on the Term Months listed in the Declarations Section of Your Contract.

**Vehicle** - Means the Vehicle which is described in the Declarations Section.

**We, Us, Our** - Means Endurance Dealer Services, LLC, the Obligor and Administrator of this Contract.

**Wear and Tear** - Means the deterioration of a part beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

**You, Your** - Means the Contract Purchaser shown in the Declarations Section, or the person to whom this Contract was properly transferred.

#### V. LIMIT OF LIABILITY:

**Our total liability for benefits provided under this Contract, which shall not be reduced by an applicable deductible, shall not exceed the greater of (i) the actual cash value of the Vehicle at the time of sale; (ii) the NADA equivalent to the actual cash value of the Vehicle at the time of sale; or (iii) the Vehicle Sales Price of the described Vehicle as listed in the Declarations Section of this Contract (excluding tax, title, and license fees).**

**Our liability for a single Breakdown, which shall not be reduced by an applicable deductible, shall not exceed the greater of (i) the actual cash value of Your Vehicle determined immediately prior to the Breakdown; (ii) NADA equivalent to the actual cash value of Your Vehicle determined immediately prior to the Breakdown, or (iii) the cost of repair based upon national labor and parts manual determined immediately prior to the Breakdown.**

**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.**

#### VI. CONTRACT PERIOD:

**Coverage under this Contract begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached, unless You selected an Unlimited Mileage Term in which case Your Contract expires when the Expiration Date as shown in the Declarations Section is reached, and/or when the Limits of Liability for the Contract have been reached.**

#### VII. RESPONSIBILITIES:

##### A. YOUR MAINTENANCE REQUIREMENTS:

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

**It is required that verifiable receipts be retained for all maintenance services. 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. Please note that preventative maintenance is not provided by this Contract.**

##### B. 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 the continued operation of Your Vehicle after a Breakdown or by Your failure to secure a timely repair of the failed component. The operator of Your Vehicle is responsible for taking appropriate action immediately upon observing Vehicle warning lights, gauges, or any other signs of overheating or component failure. Failure to do so may result in the denial of Coverage. If Your Vehicle incurs 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 managers 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 (#7 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 Tear-Down and/or Inspection** – In some cases, You may need to authorize the licensed repair facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made at the Administrator's expense subject to the terms and conditions of this Contract.
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. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days (three hundred and sixty-five (365) days in Wisconsin) to be eligible for payment.
7. **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 the Administrator at 877-302-6721. **NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE.** Administered by: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721.

**C. RIGHT TO RECOVER PAYMENT:**

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, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

**VIII. SCHEDULE OF COVERAGES:**

**A. GUARDIAN SELECT COVERAGE**

GUARDIAN SELECT covers the following listed components of this Section VIII.A:

1. **ENGINE - Gas/Diesel:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. **The oil pan and valve covers are only covered if damaged by an internally lubricated part.**
2. **TURBO/SUPERCHARGER:** All internally lubricated parts. **Housing is only covered if damaged by an internally lubricated part.**
3. **AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, and bands. **Transmission case is covered if damaged by an internally lubricated part.**
4. **MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, and bushings. **Transmission case is covered if damaged by an internally lubricated part.**
5. **DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, four-wheel drive actuator, locking hub mechanisms, propeller shafts, and universal joints. **The drive axle housing is only covered if damaged by an internally lubricated part.**
6. **TRANSFER UNIT:** All internally lubricated parts within the transfer case. **Transfer case is only covered if damaged by an internally lubricated part.**
7. **SEALS & GASKETS:** On all listed components within GUARDIAN SELECT Coverage are eligible for coverage. **(Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).**

**B. GUARDIAN SELECT PLUS COVERAGE**

GUARDIAN SELECT PLUS covers the following listed components of this Section VIII.B:

1. **ENGINE - Gas/Diesel:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. **The oil pan and valve covers are only covered if damaged by an internally lubricated part.**
2. **TURBO/SUPERCHARGER:** All internally lubricated parts. **Housing is only covered if damaged by an internally lubricated part.**
3. **AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, and bands. **Transmission case is covered if damaged by an internally lubricated part.**
4. **MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, and bushings. **Transmission case is covered if damaged by an internally lubricated part.**
5. **DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, four-wheel drive actuator, locking hub mechanisms, propeller shafts, and universal joints. **The drive axle housing is only covered if damaged by an internally lubricated part.**
6. **TRANSFER UNIT:** All internally lubricated parts within the transfer case. **Transfer case is only covered if damaged by an internally lubricated part.**
7. **BRAKES:** Brake booster, calipers, hydraulic lines and fittings, master cylinder, rear actuators, and wheel cylinders.

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8. **STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the rack and pinion assembly. **The steering box is only covered if damaged by an internally lubricated part.**
9. **ELECTRICAL:** All electrical manual switches, alternator, analog gauges, cam sensor, ignition module, engine control unit (ECU), engine control module (ECM), manifold absolute pressure sensor (MAP), mass air flow sensor (MAF), power door lock actuators, starter drive, starter motor, starter solenoid, and voltage regulator.
10. **AIR CONDITIONING & HEATING (Factory Authorized Only):** Accumulator, blower motor, compressor, compressor clutch and coil, compressor pulley, condenser, evaporator, expansion valve, heater core, high/low cutoff switches, orifice tube, and receiver/dryer.
11. **FUEL SYSTEM:** Fuel injection pump, metal fuel lines, and primary fuel pump.
12. **COOLING SYSTEM:** Cooling fan clutch, cooling fan blade, cooling fan motor, radiator, and thermostat.
13. **SEALS & GASKETS:** On all listed components within GUARDIAN SELECT PLUS Coverage are eligible for coverage. **(Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).**

**C. GUARDIAN PREMIER COVERAGE**

GUARDIAN PREMIER covers the following listed components of this Section VIII.C:

1. **ENGINE - Gas/Diesel:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. **The oil pan and valve covers are only covered if damaged by an internally lubricated part.**
2. **TURBO/SUPERCHARGER:** All internally lubricated parts. **Housing is only covered if damaged by an internally lubricated part.**
3. **AUTOMATIC TRANSMISSION:** All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, and bands. **Transmission case is covered if damaged by an internally lubricated part.**
4. **MANUAL TRANSMISSION:** All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, and bushings. **Transmission case is covered if damaged by an internally lubricated part.**
5. **DRIVE AXLE ASSEMBLY (Front & Rear):** All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, four-wheel drive actuator, locking hub mechanisms, propeller shafts, and universal joints. **The drive axle housing is only covered if damaged by an internally lubricated part.**
6. **TRANSFER UNIT:** All internally lubricated parts within the transfer case. **Transfer case is only covered if damaged by an internally lubricated part.**
7. **BRAKES:** ABS control module, ABS pump, ABS sensors, ABS accumulator, ABS motor, brake booster, calipers, hydraulic lines and fittings, master cylinder, rear actuators, and wheel cylinders.
8. **STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the rack and pinion assembly. **The steering box is only covered if damaged by an internally lubricated part.**
9. **ELECTRICAL:** Convertible top motor, cruise control module, cruise control servo, electronic instrument cluster, electronic level control compressor, electronic level control sensor, electronic off headlamp sensor, power antenna motor, main wiring harness, power mirror motor, power seat motor, power sunroof motor, power window motor, power window regulator, washer motor, wiper circuit board, wiper motor(s) (front and rear), crank sensor, ignition control unit (ICU), coil pack, coil(s), pick-up coil, manifold air temperature sensor (MAT), camshaft position sensor, coolant temperature sensor, idle air control valve, idle speed control motor, knock sensor, oxygen sensor, Vehicle speed sensor, and throttle position sensor. All electrical manual switches, alternator, analog gauges, cam sensor, ignition module, engine control unit (ECU), engine control module (ECM), manifold absolute pressure sensor (MAP), mass air flow sensor (MAF), power door lock actuators, starter drive, starter motor, starter solenoid, and voltage regulator.
10. **AIR CONDITIONING & HEATING (Factory Authorized Only):** Accumulator, blower motor, compressor, compressor clutch and coil, compressor pulley, condenser, evaporator, expansion valve, heater core, high/low cutoff switches, orifice tube, and receiver/dryer.
11. **FRONT & REAR SUSPENSION:** Upper and lower control arms, control arm shafts and bearings or bushings, upper and lower ball joints, radius arm and bushings, torsion bars, mounts and bushings, stabilizer bar, links and bushings, struts, strut bearing plates, spindle and spindle support, wheel bearings, pannard bar, track bar, suspension bumpers, leaf springs, leaf spring shackles and hardware.
12. **FUEL SYSTEM:** Fuel injectors, fuel level sending unit, fuel injection pump, metal fuel lines, and primary fuel pump.
13. **COOLING SYSTEM:** Cooling fan clutch, cooling fan blade, cooling fan motor, radiator, and thermostat.
14. **SEALS & GASKETS:** On all listed components within GUARDIAN PREMIER Coverage are eligible for coverage. **(Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).**

**D. GUARDIAN PRO COVERAGE**

GUARDIAN PRO Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components, including Seals & Gaskets, **except those listed under the What Is Not Covered Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract. (Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).**

**E. GUARDIAN POWERWRAP COVERAGE**

GUARDIAN POWERWRAP Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components, **including Seals & Gaskets, except the engine, transmission, transfer case, and**

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drive axle, and those listed under the What Is Not Covered Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract. The manufacturer is responsible for their basic powertrain warranty. (Seals & Gaskets Coverage included only on Vehicle with less than one hundred twenty-five thousand (125,000) miles at the time this Contract was purchased).

**F. 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 alternate 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, and in Alabama and Utah by Quest Towing, Inc. We are ultimately obligated to provide all benefits provided pursuant to this Contract.
  - 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).
  - 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 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 towing, battery jumpstart, flat-tire change, fuel delivery, and lockout services.

**Reimbursement:** In the event Your Vehicle becomes disabled, and You contracted for any of the above covered services on Your own, You will be able to submit Your original verifiable road service expense receipts 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.**

**G. ADD-ON COVERAGE OPTIONS:**

1. **High Tech Option (available on GUARDIAN PREMIER and GUARDIAN SELECT PLUS Coverage only; Included on GUARDIAN PRO)** - If You have selected High Tech Coverage as indicated in the Declarations Section, You have Coverage for back-up camera(s) and sensors/perimeter warning, video system and display screen, radio, compact disc player, cassette player, and GPS/NAV systems, blind-spot sensors, electronic driver information display, and anti-theft systems (**remote excluded**).

**IX. WHAT IS NOT COVERED:**

Unless expressly provided herein, Coverage is not provided under this Contract:

- A. For any part not specifically listed in the Schedule of Coverages for the Coverage or options You selected.
- B. For any repair or replacement made without prior authorization from Administrator to Repair Facility, unless otherwise covered by Section VII.B.7.
- C. For maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: spark plugs, glow plugs, filters, fluids, lubricants, freeze plugs, alignments, coolants, 12V lead-acid batteries, sealed beams, interior LED lighting, hoses, clamps, belts, tires, wheels, wheel covers, wheel lugs and lug nuts, valve stems, light bulbs, lenses, catalytic converters, brake rotors, brake drums, brake shoes, brake pads, upholstery, paint, glass, trim, moldings, weather strip/body seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames and structural parts, sub-frames, brackets, convertible top assemblies, vinyl top, conversion van appliances, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, water leaks, air leaks, wind noise, squeaks, rattles, odors, carburetors, manual clutch system (friction clutch disc, pressure plate, throw out, and pilot bearing). Any options/equipment not originally installed by the Vehicle manufacturer.
- D. For the Breakdown of the HEV Battery/Battery Pack and/or replacement of HEV Battery cell(s) that are causing degradation in its ability to hold adequate charge. This exclusion does not apply when (1) GUARDIAN PRO Coverage is selected in the Declarations Section, (2) the appropriate surcharge has been paid, (3) the allowable capacity is the lesser of seventy (70%) or

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the manufacturer's capacity allowance, and (4) the Vehicle is current plus five (5) model years with less than one hundred thousand (100,000) miles at time of Contract purchase. All other causes, except for HEV Battery Breakdown due to normal usage and charging standards, are excluded.

- E. For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts), Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.
- F. For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. For any repair that has been misdiagnosed by the Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- G. For any Breakdown caused by Your failure to follow the instructions in Section VII.A. YOUR MAINTENANCE REQUIREMENTS, any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or any Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.
- H. For new Vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. For Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer customer assistance program. For Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturer's or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by an insurance.
- I. For any Pre-Existing Condition, for any Breakdown occurring prior to the Effective Date and Mileage or reported after the Expiration Date or Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. For purposes of this exclusion, We will use reasonable industry standards to determine whether any condition was present prior to the Effective Date and Mileage of this Contract.**
- J. For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. Burnt valves, and/or burnt pistons are not covered. For damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, fuels containing more than ten (10%) percent ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. For any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication, including repairs to seized or damaged parts due to operation without sufficient oil or coolant.
- K. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income, or other consequential damages, including but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.
- L. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.
- M. For any Breakdown caused by rust, residue, electrolysis, or corrosion. For any Breakdown caused by the failure of any nuts, bolts, or fasteners unless internally lubricated.
- N. For any Vehicle that has been issued a restricted title, including but not limited to salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said Vehicle is a grey-market Vehicle or declared a "lemon". For 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.
- O. For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the dealer, Repair Facility, or Administrator. For any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- P. For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- Q. For Commercial Use Vehicles that are not being used for purposes that fall within this Contract's definition of Commercial Use.
- R. For any Unlimited Mileage Terms on Commercial Use Vehicles. If Your Vehicle is found to meet the definition of Commercial Use as listed in the Definitions Section at time of claim, the Term Miles of Your Contract will convert to fifteen thousand (15,000) Miles per year based on the Term Months listed in the Declarations Section of Your Contract. For any Unlimited Mileage Terms on Vehicles greater than five (5) years old with more than fifty thousand (50,000) odometer Miles at time of sale.
- S. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is five (5) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. For any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.
- T. For Lift Kits, frame, and suspension modifications that exceed the maximum increase for a body/suspension lift combined of six (6) inches.
- U. For any Breakdown or failure occurring outside of the United States or Canada.
- V. 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 under normal operating conditions, or for any part that a repair facility or

**manufacturer recommends or requires be replaced, repaired, or updated, and is not a Breakdown is Your responsibility and expense. Damage to a covered part due to the failure of a non-covered part is also excluded.**  
**W. For in-home service or repairs.**

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

**You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the Vehicle listed in the Declarations Section of the Contract. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.**

**XI. GUARANTEE:**

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

**XII. CANCELLATIONS:**

You or the lienholder may cancel this Contract at any time for any reason by forwarding a written request, within thirty (30) days after the requested cancellation date, to Us. You or the lienholder may also contact Us directly to initiate cancellation. We are responsible for all refund amounts owed. The refund request should include proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund. If this Contract is cancelled because Your Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of Your Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against Your Vehicle.

If this Contract is cancelled, Coverage will terminate and will not be reinstated. 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 within the first thirty (30) days following the Contract sale date ("Free Look Period"), and You have not incurred a claim, 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 was incurred during the Free Look Period, the unearned Contract purchase price will be refunded. The refund will be calculated on a pro-rata basis 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. If an Unlimited Mileage Term was selected and the Contract is canceled by You or the lienholder after the Free Look Period or if a claim was incurred during the Free Look Period, the pro rata refund will be produced using the number of months this Contract was in force less an administrative fee of fifty (\$50) dollars.

We reserve the right to Cancel this Contract and 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 after the Free Look Period or if a claim was incurred during the Free Look Period, the unearned Contract purchase price will be refunded. The refund will be calculated on a pro-rata basis 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 an Unlimited Mileage Term was selected and We cancel this Contract after the Free Look Period or if a claim was incurred during the Free Look Period, the pro rata refund will be produced using the number of months this Contract was in force.

In most cases, if there is a refund due, the refund amount due will be processed by the Selling Dealer. Any refunds owed will be paid or credited within thirty (30) days of the date that We receive notice of the request to cancel. If We cancel this Contract, the refund will be paid within forty-five (45) days of the effective date of the cancellation. For purposes of cancellation only, You is defined to include the lienholder.

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

**This Contract, while in-force, may be transferred by You to the subsequent owner of the Vehicle for a fee of fifty (\$50) dollars, payable to Us. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided to Administrator upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a Dealer) and the title may not pass through a Dealer. All terms and conditions of the original Contract will apply to the transferee. Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or Dealership/Entity. Refer to Special State Requirements for any exceptions or additional requirements in relation to the transfer of this Contract. This Contract may not be transferred to another vehicle.**

**XIV. 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 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.

**XV. ARBITRATION:**

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

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

This demand must be made within one (1) year of the earlier of the date the Breakdown occurred, or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us,

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the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by the Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Contract.

#### **XVI. SPECIAL STATE REQUIREMENTS:**

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

##### **ALABAMA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: 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. Any refund for a voided Contract shall include the full purchase price of this Contract including any premium paid for any applicable reimbursement insurance policy, and similarly any pro rata refund shall include the unearned portion of any premium paid for any applicable reimbursement insurance policy. The right to void the Contract is not transferable and applies only to the original Contract Holder. The administrative fee shall not exceed twenty-five (\$25) dollars. If We cancel this Contract for a reason other than nonpayment or material misrepresentation by You, We will provide You with a written notice at Your last known address as reflected in Our files stating the effective date of and reason for cancellation at least five (5) days prior to the effective date of cancellation. Section XV. is amended as follows: the laws of Alabama govern all matters arising out of or relating to this Contract and all transactions contemplated by the Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Contract.

##### **ALASKA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: The right to void the Contract is not transferable and applies only to the original Contract Holder. The administrative fee shall not exceed the lesser of seven and five-tenths (7.5%) percent of the Contract purchase price or fifty (\$50) dollars. Notwithstanding anything to the contrary contained herein, We may only cancel this Contract for nonpayment of the purchase price, if You have been convicted of a crime increasing the hazard covered by the Contract, if You have committed fraud or a material misrepresentation in obtaining the Contract or in pursuing a claim hereunder, if You engage in a grossly negligent act or omission that substantially increases the hazards covered by the Contract, if physical changes to the Vehicle makes it ineligible for Coverage, or if You substantially breach Your duties hereunder. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price or fraud or material misrepresentation by You in connection with obtaining the Contract or pursuing a claim hereunder, We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. If You or the lienholder cancel this Contract and are not paid the full refund amount due within forty-five (45) days of Our receiving notice of cancellation, a penalty of ten (10%) percent of the purchase price per month will be added to the refund amount due. If We cancel, and the refund due is not paid or credited within forty-five (45) days after We cancel, a penalty of ten (10%) percent of the unearned pro rata purchase price per month will be added to any refund amount due.

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

Section IX. is amended as follows: Item (I) is deleted. Notwithstanding any language to the contrary contained herein, We will not exclude, cancel or void coverage under 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 Obligor or subcontractors; or the Vehicle qualifying as a gray market, high performance, or GM diesel auto. Further, neither Obligor nor its assignees or subcontractors will cancel or void Coverage under this Contract due to the acts or omissions of the Obligor, its assignees, or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent or workmanlike manner. We will not exclude parts or components repaired or replaced under this Contract. Section IX.N. is amended to include, "this Contract does not exclude Coverage if the odometer was tampered with prior to purchase." Section XV. is amended as follows: Arbitration cannot be an absolute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461 Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. This arbitration provision does not preclude You from Your right to file a complaint with Arizona Department of Insurance at 602-364-2499 or difi.az.gov. Section XII. is amended as follows: Any administrative fee charged for cancellations will be the lesser of fifty (\$50) dollars or ten (10%) percent of the purchase price paid by You.

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

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

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

As Obligor, Endurance is fully obligated for the performance of all duties hereunder, including roadside services and benefits. Section IV. is amended as follows: **Breakdown - Means the operational or structural failure of a covered part due to a defect in materials or workmanship. A covered part has suffered a failure when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Subsequent damages resulting from the Breakdown of a covered part are covered by this Contract with exceptions including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.**

**Administrator - Means 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). The "Reimbursement" paragraph in Section VIII.F.2. is deleted in its entirety. Section VII.A. 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. We will not deny Coverage to You solely due to lack of verifiable receipts for maintenance services performed. The exclusion set forth in Section IX.N. is amended as follows: If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made within a reasonable period of time, or the odometer has been altered in any way subsequent to purchase. The exclusion set forth in Section IX.I. of this Contract is amended as follows: **For any Pre-Existing Condition, for any Breakdown occurring prior to the Effective Date and Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. For purposes of this exclusion, We will use reasonable industry standards to determine whether any condition was present prior to the Effective Date and Mileage of this Contract.****

Section VIII.F. is amended as follows: In the event **Quest Motor Club of California** fails or refuses to honor a claim, You may contact the Administrator directly at 877-302-6721. Section XI. is amended to include the following: Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within 60 days after Your request. The name and address of the insurance company is: Wesco Insurance Company (a California approved Insurance

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Company), 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)). Section XII. of this Contract is amended as follows: You or the lienholder may cancel this Contract at any time for any reason, including if Your Vehicle is returned, sold, lost, stolen, or destroyed. 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 or the lienholder cancel this Contract after sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, or if a claim has been paid during the first sixty (60) days, thirty (30) days if the Vehicle was other than new when the Contract was purchased, We 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. If Unlimited Mileage was selected, the pro rata refund will be based of the time expired from the Contract purchase date. After the first sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, Cancellations by You or the lienholder are subject to an administrative fee of twenty-five (\$25) dollars or ten (10%) percent of the purchase price, whichever is less. We may cancel this Contract within the first sixty (60) days after the date of purchase only upon providing You with a written notice of cancellation mailed to Your last known address as reflected in Our files, stating the reason for cancellation and the effective date of cancellation, postmarked before the sixty-first (61st) day after the date of purchase. We will pay a full refund of the Contract purchase price paid by You, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay a pro rata refund of the Contract purchase price based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. If Unlimited Mileage was selected, the pro rata refund will be based of the time expired from the Contract purchase 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 including the specific nature of the misrepresentation, if applicable, 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 Unlimited Mileage was selected, the pro rata refund will be based of the time expired from the Contract purchase date. If We cancel this Contract for any reason, We will not charge any administrative or cancellation fee, and any refund due will be paid within thirty (30) days of the date of cancellation. The Contract will cease to be valid no less than five (5) days after the postmark date of the written notice of cancellation, and We are liable for and will pay any claim reported to Us prior to the effective date of cancellation that is covered by this Contract. Written notice of cancellation will state the specific grounds for cancellation and the effective date of cancellation. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to Section VII.B. of this Contract. For purposes of cancellation, Vehicles with manufacturer warranties will be treated as new Vehicles. Section XV. 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**

**COLORADO SPECIAL STATE REQUIREMENTS:**

The policy number for Wesco Insurance Company is **WIC-EWC-VSC-071812**.

**CONNECTICUT SPECIAL STATE REQUIREMENTS:**

Connecticut law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with a sale price of three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars, Coverage for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; Used Vehicles with a sale price of five thousand (\$5,000) dollars or more, Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the Vehicle You have purchased. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverage and exclusions in this Contract apply only to this Contract and are not the terms of the required dealer warranty. The Contract Holder may cancel at any time for any reason. 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. In-home service is not provided and the costs of transporting Your Vehicle are only paid in accordance with Section VIII. Section XII. is amended as follows: You are permitted to cancel this Contract if You return Your Vehicle or if Your Vehicle is sold, lost, stolen, or destroyed, because You have a right to cancel this Contract at any time for any reason. Section XV. is amended as follows: We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If We cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, which may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attention: Consumer Affairs. Written complaints must describe the dispute, the price of the product and cost of repair, and include a copy of this Contract.

**DISTRICT OF COLUMBIA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: The right to void this Contract during the Free Look Period is not transferable and applies only to this Contract's original purchaser. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Contract to the provider. The administrative fee shall not exceed the lesser of ten (10%) percent of the gross provider fee paid by You or fifty (\$50) dollars. If We cancel this Contract, We shall mail a written notice to You at the last known address We have on file for You at least five (5) days prior to cancellation by Us. The cancellation notice shall state the effective date of cancellation and the reason for cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment, a substantial breach of duties by You relating to the Covered Vehicle or its use, or a material misrepresentation by You to Us.

**FLORIDA SPECIAL STATE REQUIREMENTS:**

**IN FLORIDA, THE OBLIGOR/ADMINISTRATOR OF THIS CONTRACT IS WESCO INSURANCE COMPANY, 800 SUPERIOR AVENUE E., 21ST FLOOR, CLEVELAND, OH 44114. FLORIDA LICENSE NO. 01913, 1-844-371-1014. Section XIII. is amended as follows: "FIFTY (\$50) DOLLARS" IS DELETED AND REPLACED WITH "FORTY (\$40) DOLLARS". Section XII. is amended as follows: "within the first thirty (30) days of the date the Contract sale date ("Free Look Period")", and You have not incurred a claim," is deleted and replaced with "within sixty (60) days after purchase ("Free Look Period"),". The following language, which appears three (3) times, is deleted in all instances from Section XII.: "or if a claim was incurred during the Free Look Period". If this Contract is cancelled, We will not charge an administrative fee. We will, however, retain the lesser of ten (10%) percent of the unearned pro rata refund amount or fifty (\$50) dollars if You or the lienholder cancel this Contract outside of the Free Look Period. Notwithstanding anything to the contrary contained herein, after this Contract has been in effect for sixty (60) days, We may not cancel unless: (1)**

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There has been a material misrepresentation or fraud at the time of sale of this Contract; (2) You have failed to maintain Your Vehicle as prescribed by the Vehicle's manufacturer; (3) The Vehicle's odometer has been tampered with or disabled and You has failed to repair the odometer; or (4) You have failed to pay the premium amount due, in which case We shall provide You notice of cancellation by certified mail. The exclusion set forth in Section IX.S. is amended to delete the following language: "Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract." The rate charged for this service Contract is not subject to regulation by the Florida Office of Insurance Regulation. Every reference to "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" inclusive or exclusive of any related contact information is deleted and replaced with "Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114. Florida License No. 01913, 1-844-371-1014." Every reference to "877-302-6721" is deleted and replaced with "1-844-371-1014". The Applicant's Acknowledgment Section is amended to delete "Endurance Dealer Services, LLC" and replaced with "Wesco Insurance Company". Section I. is amended to delete "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" and replace with "Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 1-844-371-1014". Section IV. is amended as follows: the definition of Administrator is amended to read as follows: Administrator - Means Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114. Florida License No. 01913, 844-371-1014. The definition of Obligor is amended to read as follows: Obligor - Means Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114. Florida License No. 01913, 1-844-371-1014. The definition of We, Us, Our is amended to read as follows: We, Us, Our - Means Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114. Florida License No. 01913, 1-844-371-1014. Section VII.B. is amended as follows: "877-302-6721" is deleted and replaced with "1-844-371-1014", and "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" is deleted and replaced with "Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 1-844-371-1014". Section XV. is amended as follows: "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" is deleted and replaced with "Wesco Insurance Company, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114". Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which You reside. Section XI. is deleted in its entirety.

#### **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 Section IX.S. is limited to alterations made by You or with Your knowledge. The exclusion set forth in Section IX.S. is further amended to delete the following language: "Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract." The exclusion set forth in Section IX.I. is limited to Pre-Existing Conditions known to You and information provided by You that cannot be verified as accurate. The exclusion set forth in Section IX.U. is deleted in its entirety. The last sentence in the exclusion set forth in Section IX.N. is amended to read as follows: "Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined subsequent to the purchase of this Contract." The exclusion set forth in Section IX.F. is amended to delete the following language: "Any repair that has been misdiagnosed by the Repair Facility". The following language of Section XII. is deleted: "and You have not incurred a claim," which appears once and "or if a claim was incurred during the Free Look Period," which appears three times. Section XII. is further amended as follows: We may only cancel this Contract for fraud, material misrepresentation, or nonpayment. Notwithstanding anything to the contrary contained herein, the lienholder may cancel the contract for nonpayment due to repossession, theft or total loss of the Vehicle. However, if the lienholder cancels for any other reason, the lienholder will need to hold valid power of attorney. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Contract. The administrative fee shall not exceed the lesser of ten percent of the pro rata refund amount or fifty (\$50) dollars. If We cancel, We will provide thirty (30) days' written notice of cancellation stating the effective date and reason for cancellation. Section XV. is deleted in its entirety.

#### **HAWAII SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows 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. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least five (5) days prior to cancellation. However, We will not provide a notice of cancellation if the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of Your duties under the terms of the Contract.

#### **IDAHO SPECIAL STATE REQUIREMENTS:**

**Coverage afforded under this Motor Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.**

#### **ILLINOIS SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: Any administrative fee assessed by Us in connection with cancellation shall not exceed the lesser of ten (10%) percent of the purchase price or fifty (\$50) dollars. The term "Wear and Tear," which appears multiple times, is hereby renamed as "Normal Wear and Tear."

#### **INDIANA SPECIAL STATE REQUIREMENTS:**

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Contract. The exclusion set forth in Section IX.I. is amended as follows: Any exclusion for Pre-Existing Conditions shall be limited to those Pre-Existing Conditions which were known to You. Section XI. is amended to provide as follows: If the provider fails to perform or make payment due under the Service Contract within sixty (60) days after the holder requests the performance or payment, the holder may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the Service Contract that the provider refund any part of the cost of the Service Contract upon cancellation of the Service Contract. Section XV. 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). Section XII. is amended as follows: Any administrative fee charged for a cancellation shall not exceed the lesser of ten (10%) percent of the Contract purchase or fifty (\$50) dollars. A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within thirty (30) days of receiving notice of cancellation from You. If this Contract is cancelled, We will mail a written notice of cancellation to You at least fifteen (15) days before the date of termination. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by the You relating to the Covered Vehicle or its use.

#### **KANSAS SPECIAL STATE REQUIREMENTS:**

Locksmith and Tire Service are not available.

#### **LOUISIANA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: The right to cancel and void this Contract applies only to the original service contract holder and only if no claim has been made. 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, a material

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misrepresentation by You, or a substantial breach of Your duties related to Your Vehicle or its use, We will provide at least fifteen (15) days' written notice to You stating the effective date and reason for the cancellation. This Contract is not insurance. This Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the attorney general.

#### **MAINE SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: The refund for a cancellation during the Free Look Period will include any sales tax refund required pursuant to state law. 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 shall not exceed ten (10%) percent of the Contract purchase price or fifty (\$50) dollars, whichever is less. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files 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 automatically be extended to the date that the Vehicle is released from the Repair Facility. Section XII. is amended as follows: A penalty equal to ten (10%) percent of the value of the consideration paid for this Contract 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. Section XV. is amended as follows: The governing law will be Maryland law for service contracts sold in Maryland.

#### **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: For used Vehicles with less than forty thousand (40,000) miles at time of sale the required dealer warranty provides coverage for ninety (90) days or thirty-seven-hundred and fifty (3,750) miles, whichever occurs first. For used Vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale the required dealer warranty provides coverage for sixty (60) days or twenty-five hundred (2,500) miles, whichever occurs first. For used Vehicles with eighty thousand (80,000) miles or more, but less than one-hundred-and-twenty-five thousand (125,000) miles at the time of sale the required dealer warranty 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. Section I. is deleted and replaced with the following: This is a Vehicle Service Contract between the "Purchaser" (You) and the "Obligor" (the Selling Dealer). Section IV. is amended to as follows: the defined terms Administrator, Selling Dealer and Obligor are both deleted in their entirety. In Massachusetts, We, Us, Our, means the Selling Dealer named in the Declarations Section, from whom You purchased Your Vehicle and this Contract. The Selling Dealer is the party that sold this Contract and the Vehicle to You.

#### **MINNESOTA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: 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. We will provide five (5) days' written notice stating the effective date and reason for cancellation if cancellation is for nonpayment, material misrepresentation, or a substantial breach of Your duties under this Contract. Section XV. is amended as follows: This Contract is deemed to have been made in Minnesota for purposes of Arbitration.

#### **MISSISSIPPI SPECIAL STATE REQUIREMENTS:**

Section XV. is deleted in its entirety. Section XII. is amended as follows: The administrative fee charged shall not exceed the lesser of ten (10%) percent of the gross Contract purchase price or fifty (\$50) dollars. 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. We may cancel this Contract only for nonpayment of the purchase price, a material misrepresentation by You or a substantial breach of the Your duties under this Contract. If We cancel this Contract, We will provide thirty (30) days' prior written notice stating the effective date of cancellation and the reason for cancellation, unless nonpayment is the reason for cancellation, in which case, We will provide ten (10) days' prior written notice of cancellation stating the effective date of cancellation and the reason for cancellation.

#### **MISSOURI SPECIAL STATE REQUIREMENTS:**

The following language of Section XII. is deleted: "and You have not incurred a claim," which appears once and "or if a claim was incurred during the Free Look Period," which appears three times. 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 this Contract is canceled for any reason, We will mail to You a written notice of cancellation within forty-five (45) days of the effective date of cancellation.

#### **MONTANA SPECIAL STATE REQUIREMENTS:**

Section XII. 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. The written notice of cancellation shall state the effective date and reason for cancellation. However, We will not provide You with prior notice of cancellation if We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder.

#### **NEBRASKA SPECIAL STATE REQUIREMENTS:**

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

#### **NEVADA SPECIAL STATE REQUIREMENTS:**

Section VII.B. is amended to add the following: In the event that You are not satisfied with the manner in which We are handling a claim under this Contract, You may contact the Nevada Commissioner of Insurance by use of the following toll-free telephone number for the Division: 888-872-3234. The first sentence of Section XIII. is amended as follows: "fifty (\$50) dollars", which appears once, is deleted and replaced with "twenty-five (\$25) dollars". The exclusion set forth in Section IX.S. is deleted and replaced with the following: **This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Vehicle, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if Your Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.** Section XII. is amended as follows: "fifty (\$50) dollars", a term which appears twice, is deleted and replaced with "twenty-five (\$25) dollars" in both instances. A ten (10%) percent penalty, based upon the purchase price of this Contract, payable every 30-day period or portion thereof that the refund or any accrued penalties remain unpaid, will be added to any refund for a voided Contract not paid within

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forty-five (45) days of receiving notice of cancellation from You. 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.

**NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: "fifty (\$50) dollars", a term which appears twice, is deleted and replaced with "fifty (\$50) dollars or ten (10%) percent of the Contract Purchase Price, whichever is less," in both instances. Section XV. is amended as follows: Any civil action or any alternative dispute resolution procedure brought in connection with this Contract shall be brought in the courts of New Hampshire. In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 211 South Fruit Street, Suite 14, Concord, NH 03301 800-852-3416. Arbitration shall be subject to RSA 542.

**NEW JERSEY SPECIAL STATE REQUIREMENTS:**

Section XII. Is amended as follows: A ten (10%) percent per month penalty, based upon the purchase price of the Contract, will be added to any refund for a voided Contract not paid within forty-five (45) days of the cancellation of this Contract. If We cancel this Contract for a reason other than nonpayment of the Contract purchase price, material misrepresentation or omission by You, or a substantial breach of the Contract by You, We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation.

**NEW MEXICO SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the purchase price or fifty (\$50) dollars. A ten (10%) percent penalty, based upon the purchase price, per each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid, 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 (4) discovery of: (a) an act or omission by You; or (b) a violation of this Contract by You, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract. This service Contract is insured by Wesco Insurance Company. If the service Contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048 and 59 Maiden Lane, 43rd Floor, New York, NY 10038. 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:**

Section XII. is amended as follows: A ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within thirty (30) 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. However, We will not mail to You a prior written notice of cancellation if We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder.

**NORTH CAROLINA SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: Items (2) and (4) of the sentence detailing Our right to cancel are deleted. Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the refund amount or fifty (\$50) dollars. Notwithstanding anything to the contrary contained herein, **PURCHASE OF THIS CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.**

**OKLAHOMA SPECIAL STATE REQUIREMENTS:**

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XII. is amended as follows: In the event that You or the lienholder cancel this Contract after the initial thirty (30) days following the Contract purchase date, We shall retain ten (10%) percent of the unearned pro rata provider fee paid; however, if ten (10%) percent of the unearned pro rata provider fee exceeds fifty (\$50) dollars, any amounts in excess of fifty (\$50) dollars will be added back to Your refund. No other administrative fee(s) will be charged in the event of this Contract's cancellation. If We cancel this Contract, We will also provide thirty (30) days' prior written notice of cancellation stating the effective date and reason for cancellation.

**OREGON SPECIAL STATE REQUIREMENTS:**

Section XV. is deleted in its entirety. Roadside assistance benefits or services are conducted by Quest Towing Services, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879; however, We are ultimately responsible for providing these benefits. Any failure to provide such benefits by Quest Towing Services, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879 or Us as specified in this Contract will be covered by Wesco Insurance Company's reimbursement insurance policy.

**SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:**

In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201, 800-768-3467. Section XII. is amended as follows: 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 transferable and applies only to the original purchaser. 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. If, however, We cancel this Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder, We will not provide You with prior written notice of cancellation.

**TEXAS SPECIAL STATE REQUIREMENTS:**

Questions concerning the regulation of service contract providers and administrators and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202. Section XI. 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 following language of Section XII. is deleted: "and You have not incurred a claim," which

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appears once and "or if a claim was incurred during the Free Look Period," which appears three (3) times. The right to cancel this Contract during the Free Look Period is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation, unless We are cancelling the Contract for nonpayment, fraud or material misrepresentation by You, or substantial breach of Your duties hereunder, in which case, We will not provide You with prior notice of cancellation. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a Contract cancelled by You or the lienholder that is not made before the forty-sixth (46th) day of receipt of a notice of cancellation by Us. This penalty is in addition to the refund amount otherwise due to You or the lienholder.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. Section VII.B.6. 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. Section VII.B.7. is similarly amended as follows: Failure to provide repair orders and documentation to the Administrator within thirty (30) days will not result in a claim being denied hereunder unless such failure has prejudiced Us. Section XII. 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 misrepresentation, We shall describe the nature of the misrepresentation in the notice. If the reason for cancellation is not provided in the notice, We will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by You. Section XI. is amended as follows: If any claim or refund is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Section XV. is amended as follows: Claims or controversies shall not be subject to arbitration if the amount of the claim or controversy is within the jurisdictional limits of the small claims court of the state where the action would be brought. Section XV. is amended as follows: **ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.**

#### **VERMONT SPECIAL STATE REQUIREMENTS:**

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

#### **VIRGINIA SPECIAL STATE REQUIREMENTS:**

If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

#### **WISCONSIN SPECIAL STATE REQUIREMENTS:**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Notice of loss, and all repair documentation should be forwarded to the Us as soon as reasonably possible but may be filed up to one (1) year from the date of loss. Section XI. is amended as follows: In the event that We become insolvent or otherwise financially impaired, You may file a claim directly with the Insurance Company for reimbursement, payment, or provision of a service hereunder. Section XII. is amended as follows: Any administrative fee charged shall not exceed the lesser of ten (10%) percent of the provider fee or fifty (\$50) dollars. A ten (10%) percent penalty, based upon the refund amount outstanding, 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. In the event that the Vehicle is subject to a total loss subsequent to the Free Look Period that is not covered by a replacement pursuant to the terms of this Contract, You are entitled to cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro rata basis as described in Section XII. but will not deduct any administrative fee. We may cancel this Contract only for the following reasons: nonpayment; material misrepresentation by You to Us; or substantial breach of Your duties hereunder relating to Your Vehicle or its use. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation. Section XV. 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.

#### **WASHINGTON SPECIAL STATE REQUIREMENTS:**

**Every reference to "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" inclusive or exclusive of any related contact information is deleted and replaced with "Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721". In Washington, THE OBLIGOR OF THIS CONTRACT IS Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721. The Applicant's Acknowledgment Section is amended to delete "Endurance Dealer Services, LLC" replaced with "Endurance Dealer Services of Washington, LLC". Section I. is amended to delete "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" replaced with "Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721". Section IV. is amended as follows: the definition of Obligor is amended to read as follows: Obligor - Means Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721. The definition of "We, Us, Our" is amended to read as follows: We, Us, Our - Means Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721. Section VII.B. is amended as follows: "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" is deleted and replaced with "Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721". Section XV. is amended as follows: "Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721" is deleted and replaced with "Endurance Dealer Services of Washington, LLC, 400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-302-6721". Notwithstanding anything to the contrary contained herein, We shall not deny a claim for coverage based upon Your failure to properly maintain the Vehicle, unless the failure to maintain the Vehicle involved the failed part or parts. Section XI. is amended as follows: the applicable policy number is WIC-EWC-VSC-071812. Section XII. is amended as follows: We have only sixty (60) days from the date of this Contract's sale to determine whether the Vehicle qualifies under Our program. After sixty (60) days, the Vehicle qualifies for this Contract, and We may not cancel this Contract and are fully obligated under the terms of the Contract sold to You. If this Contract is cancelled by Us, We will mail a written notice to You at the last known address for You contained in our records at least twenty-one**

**Administrator: Endurance Dealer Services, LLC  
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(21) days prior to cancellation. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. The amount of any administrative fee is amended to twenty-five (\$25) dollars. A ten (10%) percent penalty shall be added to any refund that is not paid within thirty (30) days of return of this Contract to Us. If You return this Contract during the Free Look Period, this Contract is void from the beginning and the parties are in the same position as if no Contract had been issued. Section XV. is amended as follows: We will not require any civil action or arbitration brought in connection with this Contract to be brought any the courts of a jurisdiction other than Washington. The State of Washington is the jurisdiction of any civil action or arbitration brought in connection this Contract. The Commissioner is Our attorney to receive service of legal process in any action, suit, or proceeding in any court. Arbitration proceedings brought in connection with this Contract shall be held at a location in closest proximity to Your permanent residence.

By initialing the box , I agree that I have reviewed all material conditions that I must meet to maintain coverage including, but not limited to the maintenance requirements contained herein in Section VII.A., and the "Filing a Breakdown Claim" requirements found in Section VII., B.; I further agree that I have reviewed the covered parts and exclusions found in Sections VIII. and IX.; I further agree that I have reviewed any time or mileage limitations contained in the Declarations Section; I further agree that the implied warranty of merchantability on the motor vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider or service contract seller who also sold the motor vehicle covered by the Contract; I further agree that I have reviewed the cancellation provisions and understand my right to receive a refund as described in this Washington Special State Requirements Section and Section XII.

**WYOMING SPECIAL STATE REQUIREMENTS:**

Section XII. is amended as follows: 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 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. If, however, We are cancelling the Contract for nonpayment, material misrepresentation by You, or substantial breach of Your duties hereunder, We will not provide You with prior written notice of cancellation. Section XV. 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.

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

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

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

- Information Endurance Dealer Services, LLC receives from 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 Endurance Dealer Services, LLC, Our affiliates, or others.
- Information will be provided as Endurance Dealer Services, LLC deems appropriate to determine eligibility, to process claims, as authorized by Contract Holder, or as otherwise permitted or required by law. INFORMATION ENDURANCE DEALER SERVICES, LCC MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.
- Endurance Dealer Services, LLC restricts access to 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. Endurance Dealer Services, LLC uses physical, electronic and procedural security measures designed to protect Our customer information. We also train Our employees about the meaning and requirements of Endurance Dealer Services, LLC policy for information security and confidentiality.
- Endurance Dealer Services, LLC does not disclose this information about current customers or any former customers to anyone, except as permitted by law.
- The law permits Endurance Dealer Services, LLC to share this information with Our affiliates and other affiliated service providers.
- The law also permits Endurance Dealer Services, LLC to share information with companies that perform marketing services for Endurance Dealer Services, LLC, or other institutions that have joint marketing agreements with Endurance Dealer Services, LLC, such as the dealer where Contract Holder purchased the Vehicle and applied for the Endurance Dealer Services, LLC Vehicle Service Agreement. Agreement Holder does not need to do anything as a result of this notice. It is meant to inform Contract Holder of how Endurance Dealer Services LLC collects, shares, and safeguards Contract Holder's non-public financial information, and is not a part of the Contract.

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