

## IX. WHAT IS NOT COVERED:

Coverage is not provided under this Contract:

A For any repair or replacement made without prior authorization from Administrator to Repair Facility .

B. For maintenance services and parts described In Your Vehicle's owner's Manual as supplied by the manufacturer and other normal maintenance services and parts which Include, but are not limited to: alignments, coolants, EV battery/battery pack drivetrain, battery cable, fuses, interior LED lighting, hoses, clamps, belts, shock absorbers, mobile connector, wall connector, any future connectors, and any related charging adapters, tires, wheels, wheel covers, wheel Jugs and lug nuts, tire pressure sensors, valve stems, light bulbs, sealed beams, lenses, safety restraint systems (including air bags), brake rotors, brake drums, brake shoes, brake pads, speakers, upholstery, paint, glass, trim, moldings, weather strip/body seals, 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, manual clutch system (friction clutch disc, pressure plate, throw out, and pilot bearing). Any options/ equipment not originally installed by the vehicle manufacturer.

C . 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, lack of proper quality or quantity of fluids or lubricants, damage caused when the operating temperature exceeds the manufacturer's maximum recommended tolerances (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts). Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm. volcanic eruption, and freezing.

D . For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. Any repair that has been misdiagnosed by the Repair Facility, *any* failure that cannot be verified as accurate or is found to be inaccurate. Any repair, alteration or modification of the vehicle that was made inappropriately, or the installation or use of fluids, parts or accessories made by a person or facility not authorized or certified to do so.

E. 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 Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.

F. For new vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer customer assistance program. 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.

G. For any pre-existing condition, for *any* Breakdown occurring prior to the Contract Period or during the Waiting Period or reported after the Expiration Date or Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

H. For any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication. Repairs to seized or damaged parts due to operation without sufficient oil or coolant

I. 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.

J. For accidental loss or damage caused by 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, overloading the vehicle, use of the vehicle as a stationary power source, or lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.

K. For *any* Breakdown caused by rust, residue, electrolysis or corrosion. Any Breakdown caused by the failure of *any* nuts, bolts or fasteners unless internally lubricated.

L 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". 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.

M. For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the dealer,

Repair Facility, or Administrator. Any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation *may* result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.

N . 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.

o . For Commercial Use Vehicles unless the appropriate Commercial Use Option is selected in the Declarations Section, and the appropriate surcharge has been paid, in which case only Vehicles that are being used for purposes that fall within this Contract's definition of Commercial Use will be covered.

P . 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, all frame or suspension modifications, lift kits and/or undersized or oversized tires. No coverage is available for suspension reductions or undersized wheels or tires. Also not covered are *any* performance modifications. Any modification that voids the original manufacturer warranty will also void the coverage provided under this contract.

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

R. 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 that It be replaced or repaired or Is an update, and Is not a Breakdown Is your responsibility and expense. Damage to covered part due to failure of a non-covered part Is also excluded.

Administrator: Endurance Dealer Services, LLC  
400 Skokie Blvd., Suite 105, Northbrook, IL 60062, 877-414-0134  
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