

**CARE****EV PROTECTION**

VEHICLE SERVICE AGREEMENT

CONTRACT NUMBER:

| |
|--|
| |
|--|

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 | VIN # (MUST BE 17 DIGITS) |
| STOCK/REFERENCE # | SALES PRICE | CURRENT ODOMETER READING | MANDATORY SURCHARGES: <input type="checkbox"/> 4X4/AWD |

SERVICE AGREEMENT INFORMATION

| | | | |
|--|--|--|--------------------------|
| SALE DATE/EFFECTIVE DATE | | AGREEMENT PRICE | |
| COVERAGE: X-CARE EV PROTECTION | DEDUCTIBLE: \$100 DEDUCTIBLE | ADD-ON COVERAGE OPTIONS: <input type="checkbox"/> COMMERCIAL USE | CUST. INITIALS: _____ |

TERMS

| | | | |
|-------------|-----------------|------------|------------------|
| TERM MONTHS | EXPIRATION DATE | TERM MILES | EXPIRATION MILES |
|-------------|-----------------|------------|------------------|

This Vehicle Coverage requires a mandatory 30 day and 1000 mile waiting period from Contract Purchase Date and Current Odometer Reading (at Contract Purchase Date) before Coverage takes effect.

APPLICANT'S ACKNOWLEDGMENT

The undersigned purchaser of this Contract has read the 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 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, below lien holder 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.

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 have reviewed the coverage and options available. All of 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 _____

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, 877-414-0134; except in Massachusetts where it is the Selling Dealer named in the Declarations Section). 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. Please see the Sections in this Contract that reference state-specific information.

This Contract covers mechanical Breakdown and 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 provide documentation proving that the odometer has been repaired.

The standard Deductible amount is one hundred (\$100) dollars.

III. BREAKDOWN:

In the event of a Breakdown of any covered part(s), 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 manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. **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, or used parts at the Administrator's discretion.**

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, 877-414-0134 (Texas license number: 639; California license number: OK11393; Oklahoma license number: 864737).

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.), route work, job site activities, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Usage must not exceed manufacturer's ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of farming or ranching, pushing, pulling, or hauling material of any kind, service or repair work, 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 commercially for snow removal; Vehicles used for principally off-road use, prearranged or organized racing or competitive driving.

Contract – Means this Vehicle Service Contract and Your completed Declarations Section.

Contract Period – Means when Coverage under this Contract begins after expiration of the Waiting Period. The Waiting Period for this Contract is thirty (30) days AND one thousand (1,000) miles from the date/mileage on the date of Contract purchase. Any Breakdown that occurs prior to or during the Waiting Period is not covered. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the Waiting Period requirements are waived. This Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has been reached.

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 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.

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, and/or when the Limit of Liability for the Contract has been reached.

Electric Vehicle (EV) – An Electric Vehicle (EV), also referred to as an Electric drive Vehicle, is an alternative fuel Vehicle which uses one or more electric motors for propulsion.

Pre-Existing – Means a condition that within all reasonable mechanical probability relates to the mechanical condition of Your vehicle prior to Contract purchase date and expiration of the Waiting Period.

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.

Vehicle – Means the Vehicle which is described in the Declarations Section.

Waiting Period – Means the period of time AND mileage specified in the Declarations Section that precedes the Coverage period of this Contract. The Waiting Period equals thirty (30) days from Contract purchase date AND 1,000 miles from odometer mileage at Contract purchase date. Coverage under this Contract begins upon expiration of the Waiting Period. No claims will be Authorized or reimbursed during the Waiting Period.

We, Us, Our – Means the Obligor, Endurance Dealer Services, LLC. In Massachusetts We, Us, Our, means the Selling Dealer named in the Declarations Section, from whom You purchased Your Vehicle and 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 shall not exceed 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 shall not exceed the average trade-in value of Your Vehicle at time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with said Breakdown).

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 after expiration of the Waiting Period. The Waiting Period for this Contract is thirty (30) days AND one thousand (1,000) miles from the date/mileage on the date of Contract purchase. Any Breakdown that occurs prior to or during the Waiting Period is not covered. If this Contract is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the Waiting Period requirements are waived. This Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first, and/or when the Limit of Liability for the Contract has 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 You can contact Your Vehicle's manufacturer for 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.

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 continued operation or by not securing a timely repair of the failed component. The operator is responsible for observing Vehicle warning lights and gauges, or any other signs of overheating or component failure, and taking appropriate action immediately. Failure to do so may result in the denial of coverage. If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. Obtain Authorization from the Administrator
 - a. For Tesla vehicles, prior to any repair being made, call 877-302-1715 to register Your claim and receive further instructions. Any claim for repairs without prior registration 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.
 - b. For all other vehicles, take Your Vehicle to a licensed repair facility certified in servicing electric vehicles. 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 certified in servicing electric vehicles. 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. 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.
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 877-414-0134. 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, 877-414-0134.

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. X-CARE EV PROTECTION

X-CARE EV Protection provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all part(s) or component(s), including seals and 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 and 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. ADDITIONAL 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 dollars (\$50) per day and a maximum of two hundred and fifty (\$250) dollars for each repair visit.

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

2. **24-Hour Roadside Assistance Services and Benefits:** All roadside assistance services and benefits are administered through **QUEST TOWING SERVICES, LLC, 106 W. Tolles Drive, Saint Johns, MI 48879, in California by Quest Motor Club of California, in Alabama and Utah by Quest Towing, Inc.,** all entities being individually and collectively referred to as **Quest Towing Services**.
 - a. **Emergency Roadside Service:** 24-hour Roadside Service is provided when Your covered Vehicle (as described in the Declarations Section) is disabled, as long as 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 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 (as long as 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 (\$1000) 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 are: a tow, battery jumpstart, flat tire change, fuel delivery, and lockout.

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

C. ADD-ON COVERAGE OPTIONS:

1. **Commercial Use Option** – If You have selected Commercial coverage as indicated in the Declarations Section, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is utilized for a Commercial Use as defined in the Definitions Section of this Contract. **COMMERCIAL USE OPTION MUST BE SELECTED AT THE TIME OF PURCHASE OF THIS CONTRACT AND CANNOT BE ADDED SUBSEQUENT TO PURCHASE.**

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 lugs 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.

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 or refund is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed, You may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above. Wesco Insurance Company does not insure the obligations of Quest Towing Services, Inc.

XII. CANCELLATIONS:

You may cancel this Contract at any time by forwarding Your written request, within thirty (30) days after the requested cancellation date, to the Selling Dealer or the Administrator. If You cancel this Contract coverage will terminate and will not be reinstated. A copy of Your Contract and a notarized odometer statement indicating the odometer reading of Your Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first thirty (30) days of the date the Contract was mailed to You, or thirty (30) days of the purchase date if the Contract was delivered to You at the time of sale and

You have not incurred a claim ("Free Look Period"), the Contract is void and the entire Contract purchase price will be refunded, less an administrative fee of fifty (\$50) dollars. If the Contract is canceled after the Free Look Period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

We may cancel this Contract based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Contract; (3) You do not pay the Contract purchase price; or (4) Your Vehicle has been altered beyond manufacturer's specifications. If We cancel this contract during the Free Look Period, the entire Contract purchase price will be refunded, less an administrative fee of fifty (\$50) dollars. If We cancel the contract after the Free Look Period, the unearned Contract purchase price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. 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.

All cancellation requests need to be submitted to the Selling Dealer. In most cases, if there is a refund due, the amount will be processed by the Selling Dealer.

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. Approval of transfers is at the discretion of the Administrator and may be declined for any reason. Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or Dealership/Entity. Refer to Special State Requirements for any exceptions or additional requirements in relation to the transfer of this Contract.

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 the Vehicle eligibility and coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement contract. A replacement contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the coverage purchased, pursuant to the then current rates and guidelines.

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, 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 supersedes any other provisions herein to the contrary:

ALABAMA SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void the Contract is not transferable and applies only to the original Contract Holder. Any administration fee for a cancellation by You outside of the Free Look Period shall not exceed twenty-five (\$25) dollars. If We cancel this contract for a reason other than nonpayment or material misrepresentation by You, We will provide You with a written notice at Your last known address as reflected in Our files stating the effective date of and reason for cancellation at least five (5) days prior to cancellation.

ALASKA SPECIAL STATE REQUIREMENTS:

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

ARIZONA SPECIAL STATE REQUIREMENTS:

Notwithstanding any language to the contrary contained herein, Obligor will not cancel or void this Contract due to any of the following if known by You, Us, or the Selling Dealer: Pre-existing conditions; prior use or unlawful acts relating to the Vehicle; misrepresentation by either the 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. Section IX. is amended to include, "this Contract does not exclude coverage if the odometer was tampered with prior to purchase." Section XV. does not preclude You from Your right to file a complaint with the Arizona Department of Insurance.

CALIFORNIA SPECIAL STATE REQUIREMENTS:

As Obligor, Endurance is fully obligated for the performance of all duties hereunder, including roadside services and benefits. 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.** The exclusion set forth in Section IX.A. 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.G. 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.** Section XI. is amended to include the following: If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357. Section XII. of this Contract is amended as follows: If You cancel this Contract within sixty (60) days after receipt of the Contract, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, and no claim has been paid hereunder, We will refund the entire Contract purchase price. If You cancel this Contract after sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, or if a claim has been paid during the first sixty (60) days, thirty (30) days if the Vehicle was other than new when the Contract was purchased, You may cancel this Contract and We will pay a pro-rata refund of the Contract purchase price based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. Cancellations after the first sixty (60) days, thirty (30) days if the covered Vehicle was other than new when the Contract was purchased, are subject to an administration fee of twenty-five (\$25) 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 notice of cancellation at Your last known address as reflected in Our files, stating the reason for cancellation, postmarked before the sixty-first (61st) day after the date of purchase and We will pay a full refund of the Contract purchase price paid by You, unless We have paid a claim hereunder or advised You in writing that We will pay a claim, in which case We will pay a pro-rata refund of the Contract purchase price based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. We may cancel this Contract for nonpayment or for fraud or material misrepresentation by You at any time by providing You with a notice of cancellation at Your last known address as reflected in Our files, stating the specific grounds for the cancellation, and We will refund the full amount paid by You for this Contract, unless We have paid a claim hereunder, in which case We will pay a pro-rata refund of the Contract purchase price paid by You based upon the greater of the time or mileage expired from the Contract purchase date and odometer reading at that date. If We cancel this Contract for any reason We will not charge an administrative or cancellation fee, any refund due will be paid within thirty (30) days of the date of cancellation, the Contract will cease to be valid five (5) days after the date the notice of cancellation is postmarked, and We will pay any claim reported to Us prior to the effective date of cancellation that is covered by this Contract. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to report a claim pursuant to Section VII.B. of this Contract. 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 Us 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**

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

COLORADO SPECIAL STATE REQUIREMENTS:

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

CONNECTICUT SPECIAL STATE REQUIREMENTS:

Connecticut law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicle as follows: Used Vehicles with a sale price of three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars, coverage for thirty (30) days or fifteen-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. Section XV. is amended to advise You that written complaints 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.

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.P. is limited to alterations made by You or with Your knowledge. The exclusion set forth in Section IX.K. is limited to pre-existing conditions known to You and information provided by You. The exclusion set forth in Section IX.Q. is deleted in its entirety. Section XII. is amended as follows: We may only cancel this Contract for fraud, material misrepresentation, or nonpayment. In the event We cancel this Contract, We will retain a pro-rata amount based on greater of the days in force or the miles driven related to the term of this Contract and no administrative or cancellation fee will be assessed. If You cancel this Contract at any time, no administrative or cancellation fee will be assessed. All cancellations will conform to OCGA 33-24-44. Section XV. is deleted in its entirety. The last sentence in the exclusion set forth in Section IX.L. 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.D. is amended to delete the following language: "Any repair that has been misdiagnosed by the Repair Facility."

HAWAII SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract, We will mail to You a 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 Agreement is not guaranteed by the Idaho 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.

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.K. is amended as follows: Any exclusion for pre-existing conditions shall be limited to those pre-existing conditions which were known to You. 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, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738. 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 191-23.11(2). Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed the lesser of ten (10%) percent of the Contract purchase or fifty (\$50) dollars. Any refund for a Contract cancelled by You during the Free Look Period will be paid within thirty (30) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. If You cancel this Contract, We will mail a written notice of cancellation to You within fifteen (15) days of the date of termination.

KANSAS SPECIAL STATE REQUIREMENTS:

Locksmith and Tire Service are not available.

LOUISIANA SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: If you cancel this Contract within the first thirty (30) days of purchase, irrespective of whether We have paid a claim hereunder during that time period, the entire Contract purchase price will be refunded, less an administrative fee of fifty (\$50) dollars.

MAINE SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed ten (10%) percent of the Contract purchase price. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files fifteen (15) days prior to cancellation stating the effective date and reason for cancellation. If We cancel this contract for any reason other than nonpayment by You, the entire Contract purchase price will be refunded less an administrative fee of ten (10%) percent of the Contract purchase price, not to exceed fifty (\$50) dollars.

MARYLAND SPECIAL STATE REQUIREMENTS:

Should this Contract expire while repairs covered under this Contract are in process, the term of this Contract will be automatically be extended to the date that the Vehicle is released from the Repair Facility. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of

cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed ten (\$10) dollars.

MASSACHUSETTS SPECIAL STATE REQUIREMENTS:

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

MINNESOTA SPECIAL STATE REQUIREMENTS:

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

MISSOURI SPECIAL STATE REQUIREMENTS:

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

MONTANA SPECIAL STATE REQUIREMENTS:

Section 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 stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

NEBRASKA SPECIAL STATE REQUIREMENTS:

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

NEVADA SPECIAL STATE REQUIREMENTS:

The exclusion set forth in Section IX.G. is amended to add the following: However, We will not deny coverage for the Breakdown of a covered component or part that is unrelated to any such non-manufacturer-recommended alteration or use. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty will be added to the refund. The right to void this Contract is not transferable and applies only to the original Contract Holder. If We cancel this Contract for any reason, We will mail You written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to cancellation. After this Contract has been in effect for seventy (70) days, We will not cancel this Contract, except for the following reasons, before the expiration of this Contract or one (1) year after the effective date of this Contract, whichever occurs first. (a) Failure by You to pay an amount when due; (b) Your conviction for a crime which results in an increase in the service required under this Contract; (c) Discovery of fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim under this Contract; (d) Discovery of: (1) An act or omission by You; or (2) A violation by You of any condition of this Contract, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued or sold. If We cancel this Contract for any reason, We will not impose a cancellation fee for such cancellation. The language in the first sentence of the exclusion set forth in Section IX.P., up to the colon (":") is hereby deleted and replaced with the following language: "This Contract will not cover any unauthorized alterations or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer or damages arising from such unauthorized alterations or modifications not recommended by the manufacturer. If You have altered or used Your Vehicle in a manner not recommended by the manufacturer, We will not automatically suspend coverage that is unrelated to the unauthorized alteration or use not recommended by the manufacturer; this Contract will continue to provide applicable coverage that is not related to the unauthorized alteration or use not recommended by the manufacturer unless otherwise excluded by this Contract, including but not limited to".

NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:

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.

NEW JERSEY SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty will be added to the refund. 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: No administrative fee will be assessed for cancellations made during the Free Look Period. A ten (10%) percent penalty per each thirty (30) day period or portion thereof shall be added to a refund due for a Contract cancelled by You during the Free Look Period that is not made within sixty (60) days of return of the Contract by You. We may not cancel this Contract unless We mail to You at Your last known address as reflected in Our files a notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. If this Contract has been in effect for at least seventy (70) days, We may not cancel the Contract before its expiration or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by You that results in an increase in the services required under this Contract; (3) discovery of fraud or material misrepresentation by You in obtaining this Contract or presenting a claim hereunder; or (d) discovery of: (1) an act or omission by You; or (2) a violation of this Contract by You, which occurred after the effective date of this Contract and which substantially and materially increase the service required under this Contract.

NEW YORK SPECIAL STATE REQUIREMENTS:

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

NORTH CAROLINA SPECIAL STATE REQUIREMENTS:

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

OKLAHOMA SPECIAL STATE REQUIREMENTS:

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XII. is amended as follows: In the event You cancel this Contract, any administrative fee will not exceed the lesser of ten (10%) percent of the refund due or fifty (\$50) dollars. If We cancel this Contract during the Free Look Period we will not assess an administrative fee. If We cancel this Contract outside of the Free Look Period, We will pay a pro rata refund based upon one hundred (100%) percent of the unearned pro rata premium.

OREGON SPECIAL STATE REQUIREMENTS:

Section XV. is deleted in its entirety.

SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:

In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 803-737-6160. Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation.

TEXAS SPECIAL STATE REQUIREMENTS:

Questions and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX, 12157 512-463-6599 or 800-803-9202. Section 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. Section XII. is amended as follows: If You cancel this Contract before the thirty-first (31) day after the date of purchase We will refund the entire Contract purchase price less any claims paid hereunder. Subsequent to this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and a cancellation fee of fifty (\$50) dollars. The right to cancel this Contract is not transferrable and applies only to the original Contract Holder. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, fraud or material misrepresentation by You, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation. If We cancel this Contract, We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation. A ten (10%) percent penalty per month of any refund amount outstanding shall be added to a refund for a Contract cancelled by You that is not made before the forty-sixth (46) day of receipt of a notice of cancellation by Us.

UTAH SPECIAL STATE REQUIREMENTS:

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. 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 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 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 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.

VERMONT SPECIAL STATE REQUIREMENTS:

Any civil action brought in connection with this Contract must be brought in the courts of Vermont. Section XII. is amended as follows: The original Contract Holder may return this Contract within twenty (20) days of receipt of the Contract and, if no claim has been made hereunder, We will make a refund of the full purchase price of the Contract. Subsequent to this time period, or if a claim has been made during this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and an administrative fee of fifty (\$50) dollars.

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: A ten (10%) percent penalty per month shall be added to a refund due for a voided Contract that is not made within forty-five (45) days of return of the Contract by You. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Subsequent to this time period, or if a claim has been made during this time period, You may cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, and an administrative fee of ten (10%) percent of the Contract purchase price not to exceed seventy-five (\$75) dollars. In the event that the Vehicle is subject to a total loss that is not covered by a replacement pursuant to the terms of this Contract, You are entitled to cancel this Contract and We will refund the unearned Contract purchase price calculated on a pro-rata basis as described above 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. If We cancel this Contract We will refund the unearned Contract purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousands of miles or portion thereof, Your Vehicle was driven prior to cancellation, less an administrative fee of ten (10%) percent of the Contract purchase price not to exceed seventy-five (\$75) 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 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.

WYOMING SPECIAL STATE REQUIREMENTS:

Section XII. is amended as follows: No administrative fee will be assessed for cancellations made during the Free Look Period. Any refund for a Contract cancelled by You during the Free Look Period will be paid within forty-five (45) days of receiving notice of cancellation from You or a ten (10%) percent penalty per month will be added to the refund. The right to void this Contract is not transferrable and applies only to the original Contract Holder. Any administrative fee charged for a cancellation by You outside of the Free Look Period shall not exceed the lesser of ten (10%) percent of the Contract purchase price or fifty (\$50) dollars. If We cancel this Contract We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least ten (10) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment, material misrepresentation by You, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of cancellation. 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, LLC MAY DISCLOSE, TO WHOM WE MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.**
- Endurance Dealer Services, LLC restricts access to 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.