



CARE

EV PROTECTION VEHICLE SERVICE AGREEMENT

CONTRACT NUMBER:

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DECLARATIONS:

APPLICANT INFORMATION

APPLICANT NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

SELLER INFORMATION

SELLER NAME Xcelerate Auto, LLC	PHONE (800) 655-3509	EMAIL ADDRESS xcare@xcelerateauto.com	
MAILING ADDRESS 300 Davis St, Ste 120	CITY McKinney	STATE TX	ZIP CODE 75069

VEHICLE INFORMATION

YEAR	MAKE	MODEL Y	VIN # (MUST BE 17 DIGITS)	<input type="checkbox"/> 4X4/AWD
STOCK/REFERENCE #	CURRENT ODOMETER READING	VEHICLE PURCHASE PRICE	VEHICLE PURCHASE DATE	

SERVICE CONTRACT INFORMATION

CONTRACT PURCHASE DATE	CONTRACT PURCHASE PRICE
COVERAGE: XCARE PREMIUM VSC Coverage	DEDUCTIBLE: <input type="checkbox"/> \$0 <input checked="" type="checkbox"/> \$100 <input type="checkbox"/> \$200 <input type="checkbox"/> \$500

TERMS

TERM MONTHS 120 months	EXPIRATION DATE	TERM MILES 125,000 miles	EXPIRATION MILES
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THIS VEHICLE COVERAGE REQUIRES A MANDATORY THIRTY (30) DAY WAITING PERIOD FROM CONTRACT PURCHASE DATE BEFORE COVERAGE TAKES EFFECT.

APPLICANT'S ACKNOWLEDGMENT

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

SPECIAL STATE REQUIREMENTS SUPERSEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGMENT SECTION OF THIS APPLICATION.

By signing below, I confirm that I have reviewed and understand the time and mileage limitations, **Coverage**, maintenance requirements, and exclusions. I acknowledge that the repair of non-covered components is excluded from **Coverage**. I have reviewed all the **Coverage** and options available, and all the options I wish to purchase are clearly marked above. **I further understand that the EV Battery is covered only on Vehicles up to seven (7) model years old with up to one hundred thousand (100,000) miles at time of Contract purchase.** I have read and understand the "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 AND APPLICANT.**

APPLICANT'S SIGNATURE _____ DATE _____

SELLER _____ AUTHORIZED SIGNATURE & TITLE _____

LIENHOLDER _____

LIENHOLDER ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

Administrator: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721

Florida Administrator: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

GENERAL AGREEMENT PROVISIONS

I. NATURE OF AGREEMENT:

This is a **Vehicle Service Contract** between the "Purchaser" (**You**) and the "Obligor" as defined below. **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, exclusions, the Application form, and the **Declarations Section**, together with any endorsements, if any, constitute the entire **Contract**. **No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions.** This **Contract** gives **You** specific rights. **You** may have other rights, which may vary from state to state in the United States or between provinces in Canada. For additional details, please refer to the "SPECIAL STATE REQUIREMENTS" Section.

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

If a visible mark does not appear next to one of the Deductible choices, the Deductible will be one hundred (\$100) dollars.

III. REPAIR COVERAGE:

We will cover the reasonable cost of pre-authorized repairs to Covered Parts resulting from a Breakdown up to the Limit of Liability for the Coverage Plan selected, less **Your** Deductible. This agreement is subject to the other provisions of this **Contract**. We may repair **Your** **Vehicle** using new, remanufactured, like kind and quality or used parts at **Our** discretion. Reasonable costs for parts are not to exceed the manufacturer's suggested retail price. Reasonable labor costs will be determined by using the repair facility's posted hourly labor rate multiplied by the time allowed for the repair in a nationally recognized labor guide approved by the Administrator. The posted hourly labor rate must be reasonable for the local area as determined by the Administrator using industry-recognized data sources.

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 470, Northbrook, IL 60062, 877-302-6721 (Texas license number: 639; California license number: OK11393; Oklahoma license number: 44201382) in all states except Florida, and Washington. In Florida, Administrator means Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753.

Aggregate – Means the total dollar amount of all pending and paid **Claims**.

Breakdown – Means the electrical or mechanical 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**.

Claim – Means any **Claim** made in the event of a covered **Breakdown**.

Commercial Use – Means use of **Your** private passenger **Vehicle** for rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or is used for a commercial enterprise. **Vehicles** used commercially for snow removal must be equipped with factory installed or a factory authorized snowplow package. Usage must not exceed manufacturer's ratings and/or limitations. The following are excluded from Coverage under this **Contract**: **Vehicles** used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; **Vehicles** equipped with a dump bed, cherry picker, lifting or hoisting equipment; **Vehicles** operated principally for off-road use, prearranged or organized racing, or competitive driving.

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

Coverage – Means the protection **You** selected as shown in the **Declarations Section** of this **Contract**.

Covered Part(s) – Means all parts or components, including seals and gaskets, **except those listed under the "WHAT IS NOT COVERED" Section of this Contract.**

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

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

Effective Date – Means thirty (30) days after the **Contract Purchase Date**.

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.

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

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current plus seven (7) model years with less than one hundred thousand (100,000) miles at time of **Contract** purchase.) **Vehicles** not equipped with a Battery Thermal Management System are explicitly excluded from EV Battery **Coverage**.

Expiration Date or Mileage – Means the date and/or mileage when **Your Contract** is no longer in force. **Your Contract** expires when either the Expiration Date or Miles listed in the **Declarations Section** are reached or when the **Contract's** Limit of Liability is reached – whichever occurs first.

Free-Look Period – Means the first thirty (30) day period of this **Contract** beginning on the **Contract Purchase Date** and ending thirty (30) days thereafter.

Licensed Repair Facility – Means any for-profit entity in the business of repairing or maintaining motor vehicles and recognized as such in the state where the facility is located.

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

Obligor, We, Us, Our – Means Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721 (Texas license number: 639; California license number: 0K11393; Oklahoma license number: 44201382) in all states except Florida, Massachusetts, and Washington. In Massachusetts, Obligor means the Selling Dealer as defined below. In Florida, Obligor means Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133, 844-805-8753 (Florida company code 09135).

Pre-Existing – Means a condition that within all reasonable mechanical probability relates to the mechanical condition of **Your Vehicle** prior to the **Contract Purchase Date** or during the **Waiting Period**.

Seals & Gaskets – Means seals and gaskets designed to prevent the loss of necessary coolants, lubricants, and fluids. (**Seals & Gaskets Coverage** included only on **Vehicle** with less than one hundred fifty thousand (150,000) miles at the time this **Contract** was purchased).

Selling Dealer – Means the dealership entity, identified in the **Declarations Section** as the **Seller**, and 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**. Failures due to continued operation and/or overheat do not constitute Subsequent Damage and are excluded from **Coverage**.

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

Verifiable Document – Means an original, computer-generated maintenance or repair invoice issued by a **Licensed Repair Facility** and printed on official facility letterhead. To be considered verifiable, the document must include: Your name, **Vehicle** year, make, model, and VIN or license plate, date of service, and mileage at the time of service. Handwritten documents, manually typed invoices, altered documents, or transcriptions of handwritten records will not be accepted. The invoice must be generated electronically by the **Licensed Repair Facility** at the time of service. For maintenance performed by You, the following documentation is required: 1) Receipts for parts and materials – Must be computer-generated and include Your name, purchase date, and details of the items purchased. Handwritten or manually typed receipts will not be accepted. 2) Maintenance log – You must maintain a detailed log that includes the date of each maintenance event, **Vehicle** year, make, model, and VIN or license plate, mileage at the time of service, description of the maintenance performed, and reference to the corresponding receipt(s) for parts and materials. The log entries must align with the receipts, demonstrating a consistent maintenance history. Failure to provide both receipts and a properly maintained log may result in the maintenance record being deemed unverifiable.

Waiting Period – Means the number of days from the **Purchase Date** of **Your Vehicle Service Contract**, as indicated in the **Declarations Section**, before **Your Coverage** comes into effect. Any **Breakdown** that occurs during the **Waiting Period** is not covered.

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, I, Holder – Means the **Contract Purchaser** shown in the **Declarations Section**, or the person to whom this **Contract** was properly transferred.

V. LIMIT OF LIABILITY:

Our **Aggregate Limit of Liability** for all pending and paid claims for **XCARE EV Coverage** shall not exceed the **J.D. Power Clean Trade-In Value** of the **Vehicle** at the time of **Breakdown** (without consideration of or deduction for the cost of repairs associated with the **Breakdown**).

If **J.D. Power** is no longer available, a successor entity or an equivalent nationally or regionally recognized **Vehicle** valuation guide may be used based on the territory where the **Vehicle** is principally garaged – or any source the **Administrator** reasonably believes accurately reflects the **Vehicle's** value in that territory. Once a component has been repaired or replaced, there is no further **Coverage** for that component.

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 from the **Contract Purchase Date**. Any **Breakdown** that occurs prior to or during the **Waiting Period** is not covered. This **Contract** expires on the **Expiration Date** or **Mileage** as stated in the **Declarations Section**, or when the **Contract's** Limit of Liability is reached, whichever comes first.

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 original **Contract**, the **Waiting Period** requirement is waived. Notwithstanding anything to the contrary contained herein, if **Your Contract** contains a **Waiting Period**, thirty (30) days will be added to the **Contract** term at expiration.

VII. RESPONSIBILITIES:

A. YOUR MAINTENANCE REQUIREMENTS:

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate

conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of Coverage. If an Owner's Manual was not provided with Your Vehicle, please contact Your Vehicle's manufacturer for information regarding Your Vehicle's maintenance requirements.

It is required that Verifiable Documents be retained for all maintenance services. You must retain Verifiable Documents proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts will be requested by the Administrator. Please note that preventative maintenance is not provided by this Contract.

B. FILING A BREAKDOWN CLAIM:

In the event of a Breakdown, You must take immediate action to prevent further damage. This Contract will not cover the damage caused by the continued operation of Your Vehicle after a Breakdown or by Your failure to secure a timely repair of the failed component. The operator of Your Vehicle is responsible for taking appropriate action immediately upon observing Vehicle warning lights, gauges, or any other signs of overheating or component failure. Failure to do so may result in the denial of Coverage. If Your Vehicle incurs a Breakdown, or if You are having covered maintenance performed, 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 (#6 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 electric vehicles.

2. Provide the Licensed Repair Facility with a copy of Your Contract and/or Your Contract number if possible.

3. 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 of failure and extent of necessary repairs. If the failure is not covered under this Contract, You will be responsible for any associated charges. We reserve the right to require an inspection of Your Vehicle prior to any repair being made at the Administrator's expense subject to the terms and conditions of this Contract.

4. Review Coverage – After the Administrator has been contacted, review with the service manager what will be covered by this Contract.

5. 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.

6. 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. Emergency Repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation.

For Claim assistance, please contact the Administrator at 877-302-6721. In Florida, please contact the Administrator at 1-844-805-8753. NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE. Administered by: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721 in all states except FL and WA. In Florida Administered by: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753.

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. XCARE EV COVERAGE

XCARE EV Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components, including seals & gaskets, except those listed under the "WHAT IS NOT COVERED" Section of this Contract, and less Your Deductible amount, in accordance with all terms and conditions of this Contract. (Seals & Gaskets Coverage included only on Vehicle with less than one hundred fifty thousand (150,000) miles at the time this Contract was purchased).

B. ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS:

1. Substitute Transportation: In the event of a Breakdown of a Covered Part or component, We will pay or reimburse You for receipted expenses incurred for substitute transportation while the Vehicle is being serviced as follows below. A detailed receipt must be submitted to the Administrator.

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Florida Administrator: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

- a. Reimbursement is limited to the reasonable time to repair the covered **Breakdown**, at no more than fifty (\$50) dollars per day until the repairs are completed, not to exceed seven (7) days. Substitute transportation must be supplied by the **Selling Dealer** or a duly licensed rental agency.
 - b. In the event repairs are scheduled to be completed in two (2) days or less, **You** may use a licensed ride-share provider (e.g., Uber, Lyft) instead of a rental vehicle. Reimbursement is limited to the reasonable time to repair the covered **Breakdown**, at no more than fifty (\$50) dollars per day until repairs are completed, not to exceed two (2) days. **The Administrator will not reimburse for both ride-share and rental vehicle if each is utilized on the same day.**
 - c. In the event covered repairs are delayed by the **Administrator** due to inspection(s) or part(s) delivery, substitute transportation benefits may be extended.
2. **24-Hour Roadside Assistance Services and Benefits:** Dispatch services are performed by **Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244. We are ultimately obligated to provide all benefits provided pursuant to this Contract.**
- a. **Emergency Roadside Service:** 24-hour Roadside Service is provided when **Your** covered **Vehicle** is disabled, **while this Contract is in effect** and is available by calling **866-993-8655**. Please provide the dispatcher with **Your Contract** Number (which is on the top right of **Your Contract**).
 - b. **Tire Service:** The changing of flat tire on the covered **Vehicle** with **Your** provided spare.
 - c. **Battery Service:** Attempting to start the covered **Vehicle** with a portable EV battery charger.
 - d. **Delivery Service:** We will cover the cost of delivering needed fuel or fluid to **Your Vehicle** at the disablement location. **(You must pay for the cost of the actual fluids).**
 - e. **Towing Service:** We will provide towing coverage for **Your** covered **Vehicle** to the **Selling Dealer**, provided the **Selling Dealer** has **Vehicle** repair capabilities. **Your** covered **Vehicle** may instead be towed to the nearest qualified alternate repair facility. Towing services provided will be limited to a maximum amount of two hundred fifty (\$250) dollars. **Any towing expenses exceeding two hundred fifty (\$250) dollars will be Your responsibility.** Services are not available in areas where state providers are exclusively utilized on certain tollways, highways, and freeways. **Service is not covered for accidents/collisions or vandalism.**
 - f. **Lockout Services:** If keys are locked inside the passenger compartment of the covered **Vehicle**, a locksmith will be dispatched for services.
 - g. **Trip Interruption:** In the event of a **Breakdown** of a **Covered Part** or component, **We** will reimburse **You** up to a maximum of two hundred (\$200) dollars per day for a maximum of five (5) days, not to exceed a total of one thousand (\$1,000) dollars, for expenses incurred by **You** for meals and/or lodging, **provided: You cannot operate Your covered Vehicle due to a Breakdown covered by this Contract and are more than one hundred (100) miles away from home, and expenses are incurred between the time of Breakdown and the time covered repairs are completed. (The date of Breakdown shall be considered the first day). One (1) day's Trip Interruption expense shall be allowed for each eight (8) hours, or portion thereof, of required manual flat-rate labor time.**

Coverage: **You** are entitled to one (1) service of any type described in this Section per seventy-two (72) hours with a maximum of three (3) services in a twelve (12) month period. Services available to **You** (subject to the terms above) at no cost include towing, portable EV battery charge, flat-tire change, fluid delivery, and lockout services, limited to a maximum amount of two hundred fifty (\$250) dollars.

Reimbursement: In the event **Your Vehicle** is disabled, and **You** contracted for any 24-Hour Roadside Assistance Services and Benefits on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. **Maximum reimbursement for any 24-Hour Roadside Assistance Services and Benefits contracted for by You is strictly limited to one hundred fifty (\$150) dollars per covered repair (two hundred (\$200) dollars per day for Trip Interruption in the event of a covered repair). For Trip Interruption You must send Your original receipted bills for qualifying expenses, along with a completed Claim form, to DealerReimbursements@endurancedcs.com. For all other Emergency Roadside Services and Benefits, You must send Your original receipted roadside bills along with a completed Claim form to: Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244.**

IX. WHAT IS NOT COVERED:

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

- A. For any repair or replacement made without prior authorization from the Administrator to the Licensed Repair Facility, unless otherwise covered by Section VII.B.6.
- B. For maintenance services and parts described in **Your Vehicle's Owner's Manual** as supplied by the manufacturer.
- C. For any of the following parts or services: filters, fluids, lubricants, alignments, coolants, batteries not specifically listed for Coverage, sealed beams, interior LED lighting, hoses, clamps, belts, mobile connector, wall connector, any future external connectors, and any related charging adapters, tires, wheels, wheel covers, wheel lugs and lug nuts, valve stems, light bulbs, lenses, brake rotors, brake drums, brake shoes, brake pads, upholstery, paint, glass, trim, moldings, weather strip/body seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames and structural parts, sub-frames, brackets, convertible top assemblies, vinyl top, conversion van appliances, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, water leaks, air leaks, wind noise, squeaks, rattles, odors, carburetors, manual clutch system (friction clutch disc, pressure plate, throw out, and pilot bearing), and dual clutch assemblies for automatic transmissions. Any options/equipment not originally installed by the **Vehicle** manufacturer.
- D. For EV Battery//Battery Pack failure if **Vehicle** is not equipped with a **Battery Thermal Management System**. For EV Battery/Pack capacity is greater than seventy (70%) percent on average or the manufacturer's allowable capacity threshold. All other causes, except

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for EV Battery Breakdown due to normal usage and charging standards, are excluded. (EV Battery Coverage included only on Vehicles current plus seven (7) model years with less than one hundred thousand (100,000) miles at time of Contract purchase.) Vehicles not equipped with a Battery Thermal Management System are explicitly excluded from EV Battery Coverage.

- E. For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, sludge, varnish, restricted oil passages, lack of proper quality, viscosity and grade, or quantity of fluids or lubricants, damage caused when the drive motor exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts), For any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.
- F. For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. For any repair that has been misdiagnosed by the Licensed Repair Facility, or any failure that cannot be verified as accurate or is found to be inaccurate.
- G. For any Breakdown caused by failure to follow the instructions in Section VII.A. YOUR MAINTENANCE REQUIREMENTS; any Breakdown where requested maintenance records pertaining to a Breakdown cannot be provided or verified; or any Breakdown resulting from insufficient maintenance as required by the manufacturer for Your Vehicle.
- H. For new Vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. For Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other dealer customer assistance program. For Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturers or repairers' ability to pay for such repairs, or when the responsibility for the repair is covered by any other insurance, warranty or service contract.
- I. For any Pre-Existing Condition, for any Breakdown occurring prior 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. For purposes of this exclusion, We will use reasonable industry standards to determine whether any condition was present prior to or during the Waiting Period.**
- J. For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. For any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, improper lubricants or lack of lubrication, including repairs to seized or damaged parts due to operation without sufficient oil, coolant or any other necessary system fluids.
- K. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income, or other consequential damages, including but not limited to loss or damage or injury to persons or property resulting from Breakdown of any Covered Parts.
- L. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, overloading the Vehicle, or use of the Vehicle as a stationary power source.
- M. For any Breakdown caused by rust, residue, electrolysis, or corrosion. For any Breakdown caused by the failure of any nuts, bolts, or fasteners unless internally lubricated in a Covered Part or component.
- N. For any Vehicle that has been issued a restricted title, including but not limited to salvage/refundable, rebuilt, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said Vehicle is a grey-market Vehicle or declared a "lemon." For any loss if the odometer has failed, been broken, disconnected, or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined.
- O. For any Breakdown of a Covered Part or component caused by Your refusal to perform reasonable repairs recommended by the dealer, repair facility, or Administrator. For any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
- P. For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
- Q. For Commercial Use Vehicles that are not being used for purposes that fall within this Contract's definition of Commercial Use.
- R. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is five (5) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. For any drive motor modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.
- S. For Lift Kits, frame, and suspension modifications that exceed the maximum increase for a body/suspension lift combined of six (6) inches.
- T. For any Breakdown or failure occurring outside of the United States or Canada.

- U. Any repair or replacement of any Covered Part when a Breakdown has not occurred, or when the wear on that part has not exceeded the manufacturer's field tolerances under normal operating conditions, or for any part that a repair facility or manufacturer recommends or requires be replaced, repaired, or updated, and is not a Breakdown, is Your responsibility and expense. Damage to a Covered Part due to the failure of a non-covered part is also excluded.
- V. For in-home service or repairs.
- W. For any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

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:

NOTE: This is a Service Contract not an insurance policy.

Our obligations under this Contract are fully insured by a Contractual Liability Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If You have not received either payment of a Claim or a refund for the cancellation of Your Contract within sixty (60) days after proof of loss has been filed, or Your request for cancellation has been submitted to the Administrator, You may make a direct Claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 800-331-3780. Please review the "SPECIAL STATE REQUIREMENTS" Section for additional details and/or amendments to certain Contract provisions.

In Florida Our obligations under this Contract are not backed by a Contractual Liability Insurance Policy. In Florida Our obligations are backed by the full faith and credit of the Obligor, Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133).

XII. CANCELLATIONS:

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

Any refunds owed pursuant to this paragraph will be paid or credited within thirty (30) days of the date that We or Our designee receive notice of the request to cancel. If this Contract is cancelled by You or the lienholder within the Free-Look Period and You have not incurred a Claim, the full Contract Purchase Price will be refunded, and no fee will be charged. If the Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less Claims paid.

We reserve the right to 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; (4) Your Vehicle has been altered beyond manufacturer's specifications; or (5) Your Vehicle is ineligible. If this Contract is cancelled by Us within the Free-Look Period and You have not incurred a Claim, We will refund the full Contract Purchase Price, and no fee will be charged. If We cancel this Contract after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation and less Claims paid. No administrative fee will be assessed. If a refund is due to You, the refund amount will be effectuated by the Selling Dealer. If We cancel this Contract pursuant to this paragraph, the refund will be paid within thirty (30) days of the effective date of the cancellation.

XIII. CONTRACT HOLDER'S TRANSFER CONDITIONS:

This Contract, while in-force, may be transferred only by the ORIGINAL Contract Purchaser 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 the Administrator upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a Dealer), and the title may not pass through a Dealer. All terms and conditions of the original Contract will apply to the transferee. Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the Administrator or Dealership. Refer to "SPECIAL STATE REQUIREMENTS" Section for any exceptions or additional requirements in relation to the transfer of this Contract. This Contract may not be transferred to another vehicle.

XIV. RENEWABILITY:

This Contract is not renewable; however, it may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and one thousand (1,000) miles prior to the Expiration Date and Mileage of this Contract in order to qualify for a replacement Contract. The Vehicle must meet the then-current underwriting guidelines relative to Vehicle eligibility and Coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement Contract. A replacement Contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Coverage purchased, pursuant to the then-current rates and guidelines.

XV. ARBITRATION/CLASS ACTION WAIVER:

Any dispute or controversy arises out of or relating to the Contract and/or the Coverage provided therein shall be determined by an alternative dispute resolution (mediation, arbitration) from an accredited third-party of Our choosing. The costs of such alternative dispute resolution shall be paid

Administrator: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721

Florida Administrator: Minnesota Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

entirely by Us. Should We elect to pursue alternative dispute resolution, We will provide a written Notice of Alternative Dispute Resolution to Your address, as identified in the Declarations Section. Once a party provides written Notice of Alternative Dispute Resolution, any action in any jurisdiction must be voluntarily dismissed in favor of this process.

You and We both agree, to the fullest extent of the law, to expressly waive the right to pursue any dispute or controversy arising out of or relating to the Contract and/or the Coverage provided there in as a class action, either as a member of a class or in any representative capacity.

XVI. SPECIAL STATE REQUIREMENTS:

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

ALABAMA SPECIAL STATE REQUIREMENTS:

In Section XII. the last sentence in the second paragraph is deleted and replaced with the following: If this Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation, less an administrative fee of twenty five (\$25) dollars. No Claims will be deducted from Your refund. A ten (10%) percent penalty per month will be added to any Free-Look Period cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from You. The right to cancel this Contract during the Free-Look Period is not transferable and applies only to the original Contract Holder. The following is added to the last paragraph in Section XII.: No Claims will be deducted if We cancel. If We cancel this Contract for a reason other than nonpayment or material misrepresentation by You, We will provide You with a written notice at Your last known address as reflected in Our files stating the effective date of and reason for cancellation at least five (5) days prior to the effective date of cancellation. The following is added to Section XV., The laws of Alabama govern all matters arising out of or relating to this Contract and all transactions contemplated by the Contract, including, without limitation, the validity, interpretation, construction, performance, and enforcement of the Contract.

ALASKA SPECIAL STATE REQUIREMENTS:

The last sentence in Section XI. is deleted and replaced with the following: If a covered Claim is denied, a promise made in this Contract is not honored, or a refund is not paid within thirty (30) days 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. In Section XII. the last sentence in the second paragraph is deleted and replaced with the following: If this Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or seven and a half (7.5%) percent of the unearned provider fee, whichever is less and less Claims paid. If You cancel this Contract and You are not paid the refund amount due within forty-five (45) days of Our receiving notice of cancellation, a penalty of ten (10%) percent of the purchase price per month will be added to the refund amount due. The right to cancel this Contract during the Free-Look Period is not transferable and applies only to the original Contract Holder. In Section XII., the first sentence of the last paragraph is deleted and replaced with the following: We may only cancel this Contract for: (1) nonpayment of the purchase price, (2) if You have been convicted of a crime increasing the hazard covered by the Contract, (3) if You have committed fraud or a material misrepresentation in obtaining the Contract or in pursuing a Claim hereunder, (4) if You engage in a grossly negligent act or omission that substantially increases the hazards covered by the Contract, (5) if physical changes to the Vehicle makes it ineligible for Coverage, or (6) if You substantially breach Your duties hereunder. If We cancel this Contract for a reason other than nonpayment of the Contract Purchase Price or fraud or material misrepresentation by You in connection with obtaining the Contract or pursuing a Claim hereunder, We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. If We cancel, and the refund due is not paid or credited within forty-five (45) days after We cancel, a penalty of ten (10%) percent of the unearned pro-rata purchase price per month will be added to any refund amount due.

ARIZONA SPECIAL STATE REQUIREMENTS:

Section IX. is amended as follows: Item (I.) is deleted. Notwithstanding any language to the contrary contained herein, We will not exclude, cancel or void coverage under this Contract due to any of the following if known by You, Us, or the Selling Dealer: Pre-Existing Conditions; prior use or unlawful acts relating to the Vehicle; misrepresentation by either the Obligor or subcontractors; or the Vehicle qualifying as a gray market, high performance, or GM diesel auto. Further, neither Obligor nor its assignees or subcontractors will cancel or void Coverage under this Contract due to the acts or omissions of the Obligor, its assignees, or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, or workmanlike manner. We will not exclude parts or components repaired or replaced under this Contract. Section IX.N. is amended to include, "this Contract does not exclude Coverage if the odometer was tampered with prior to purchase." In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this Contract; whichever is less and less Claims paid. Section XV. is amended as follows: Arbitration cannot be an absolute remedy, and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461 Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. This arbitration provision does not preclude You from Your right to file a complaint with Arizona Department of Insurance at 602-364-3100 or www.difi.az.gov.

ARKANSAS SPECIAL STATE REQUIREMENTS:

Purchase of this Motor Vehicle Service Contract is not required in order to purchase or obtain financing for a motor vehicle. Notwithstanding anything to the contrary contained herein, We will not reduce Claim payments, if any, due to the depreciation of parts. Section XII. is amended with the following: No Claims will be deducted from any refund. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If the Contract is cancelled by You or the lienholder after thirty (30) days, or anytime if a Claim was incurred, the unearned Contract Purchase Price will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this Contract was in force or the number of miles Your Vehicle was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars.

CALIFORNIA SPECIAL STATE REQUIREMENTS:

Section IV. "DEFINITIONS" is amended as follows: Administrator – Means Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL

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60062, 877-302-6721 (Texas license number: 639; California license number: 0K11393; Oklahoma license number: 44201382). **Free-Look Period** – Means the first sixty (60) day period of this **Contract** beginning on the **Contract Purchase Date** and ending sixty (60) days thereafter.

Section IX. "WHAT IS NOT COVERED" paragraph N. last sentence is deleted and replaced with the following: If, while owned by You, the Vehicle's odometer has ceased to operate and is not repaired within a reasonable period of time, or if the odometer has been altered in any way subsequent to purchase of Coverage.

Section XI. "GUARANTEE" is amended as follows: Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a **Claim** with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The insurer is Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

Section XII. "CANCELLATIONS" is amended as follows: No **Claims** will be deducted from any refund. Within the first sixty (60) days after receipt of the **Contract**, or with respect to a **Contract** covering a used motor **Vehicle** without a manufacturer's warranty, within the first thirty (30) days after receipt of the **Contract**, **You** may cancel this **Contract** and if no **Claims** have been filed, **You** will receive the full purchase price paid as a refund. If a **Claim** has been made, within the first sixty (60) days of receipt of the **Contract**, or within the first thirty (30) days of receipt of this **Contract** if this **Contract** covers a used motor **Vehicle** without a manufacturer's warranty, a pro-rata refund, based on either time or mileage as determined by **Us** at the time of cancellation, shall be made to **You**. After the first sixty (60) or thirty (30) day period, as applicable, **You** may cancel this **Contract** and receive a pro-rata refund, based on elapsed days or mileage as determined by **Us** at the time of cancellation, and **We** may deduct a cancellation fee, calculated as the lesser of ten (10%) percent of the purchase price of this **Contract** or twenty-five (\$25) dollars. Any refunds owed if **You** cancel will be paid or credited within thirty (30) days of the date that **We** or **Our** designee receive notice of the request to cancel. If this **Contract** is canceled by **Us** within the sixty (60) day **Free-Look Period** and no **Claim(s)** have been made, the amount of the refund shall be equal to the full **Contract Purchase Price**. If **We** cancel this **Contract** after the sixty (60) day **Free-Look Period**, or if a **Claim** has been made under this **Contract**, the amount of the refund shall be a pro-rated amount of the **Contract Purchase Price** based on the miles driven compared to the total mileage of **Your Contract** term. **We** may only cancel this **Contract** after the **Free-Look Period** for the following reasons (1) non-payment, (2) fraud by **You**, and (3) material misrepresentation by **You**. If **We** cancel, **We** will mail a written notice stating the effective date of and reason for cancellation or specific nature of the misrepresentation to **Your** last known address at least five (5) days prior to the effective date cancellation. The **Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel any refunds owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by **Us**. If **We** cancel this **Contract**, **We** will be liable for any **Claim** reported to **Us** or **Our** designated person to receive **Claims**, if the **Claim** is reported to **Us** prior to the effective date of cancellation. **You** will be deemed to have filed a **Claim** if **You** have completed the first step required under this **Contract** for reporting a **Claim**.

COLORADO SPECIAL STATE REQUIREMENTS:

The policy number for Old Republic Insurance Company is T3-0035.

CONNECTICUT SPECIAL STATE REQUIREMENTS:

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

DISTRICT OF COLUMBIA SPECIAL STATE REQUIREMENTS:

In Section XII., the following is added to the second paragraph: The right to cancel this **Contract** during the **Free-Look Period** (first thirty (30) days) is not transferable and applies only to this **Contract's** original purchaser. A ten (10%) percent penalty per month shall be added to a **Free-Look Period** cancellation refund that is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**. The last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less and less **Claims** paid. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The following is added to the last paragraph: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address **We** have on file for **You** at least five (5) days prior to cancellation by **Us**. The cancellation notice shall state the effective date of cancellation and the reason for cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment, a substantial breach of duties by **You** relating to the covered **Vehicle** or its use, or a material misrepresentation by **You** to **Us**.

FLORIDA SPECIAL STATE REQUIREMENTS:

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

Section XII. "CANCELLATIONS" is deleted and replaced with the following: **You** or the lienholder may cancel this **Contract** at any time for any reason by forwarding a written request to **Us**, within thirty (30) days after the requested cancellation date. **We** are responsible for all refund amounts owed. The refund request should include proof that there is no lien or outstanding credit obligation against this **Contract**. If such proof is not provided, or if there is

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a lien or outstanding credit obligation against this **Contract**, the lienholder or creditor will be named with **You** as a joint payee of the refund. If this **Contract** is cancelled because **Your Vehicle** is repossessed, the lienholder or creditor will be the sole payee of the refund. If this **Contract** is cancelled because of a total loss of **Your Vehicle**, the lienholder or creditor will be the sole payee of the refund, unless **You** provide the **Administrator** with proof that there is no lien or outstanding credit obligation against **Your Vehicle**. If this **Contract** is cancelled, **Coverage** will terminate and will not be reinstated. A copy of **Your Contract** and a notarized odometer statement indicating the odometer reading of **Your Vehicle** at the date of the request for cancellation will be required.

Any refunds owed pursuant to this paragraph will be paid or credited within thirty (30) days of the date that **We** or **Our** designee receive notice of the request to cancel. If this **Contract** is canceled by **You** or the lienholder within the first sixty (60) days, the entire **Contract Purchase Price** will be refunded. No administrative fee will be charged. If the **Contract** is canceled by **You** or the lienholder after the first sixty (60) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, and less an administrative fee not to exceed ten (10%) percent of the pro-rata refund amount or fifty (\$50) dollars, whichever is less and less **Claims** paid.

We reserve the right to cancel this Contract within the Free-Look Period for any reason. After the Free-Look Period, We may only cancel this Contract for the following reasons: (1) There has been a material misrepresentation or fraud at the time of sale of this Contract; (2) You have failed to maintain Your Vehicle as prescribed by the Vehicle's manufacturer; (3) The Vehicle's odometer has been tampered with or disabled and You have failed to repair the odometer; or (4) You have failed to pay the premium amount due, in which case We shall provide You notice of cancellation by certified mail. If this **Contract** is cancelled by **Us** within the first sixty (60) days and **You** have not incurred a **Claim**, **We** will refund the entire **Contract Purchase Price**, and no fee will be charged. If **We** cancel this **Contract** after sixty (60) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation and less **Claims** paid. No administrative fee will be assessed. If a refund is due to **You**, the refund amount will be effectuated by the **Selling Dealer**. If **We** cancel this **Contract** pursuant to this paragraph, the refund will be paid within thirty (30) days of the effective date of the cancellation.

Section XIII. "CONTRACT HOLDER'S TRANSFER CONDITIONS" is amended to include the following: **YOU HAVE THE RIGHT TO TRANSFER OR ASSIGN THIS CONTRACT. The fifty (\$50) dollar transfer fee is replaced with a forty (\$40) dollar transfer fee.**

GEORGIA SPECIAL STATE REQUIREMENTS:

In the **Service Contract Information** in the **Declarations Section**, thirty (30) days are added to the **Expiration Date** to include the **Waiting Period** for **Vehicles** with one hundred thousand (100,000) or more odometer miles at **Contract** purchase. **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.R. is limited to alterations made by **You** or with **Your** knowledge. The exclusion set forth in Section IX.R. is further amended to delete the following language: "Any modification that voids the original manufacturer warranty will also void the Coverage provided under this **Contract**." The exclusion set forth in Section IX.I. is limited to **Pre-Existing Conditions** known to **You** and information provided by **You** that cannot be verified as accurate. The last sentence in the exclusion set forth in Section IX.N is amended to read as follows: "Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the **Vehicle's** actual accumulated mileage cannot be determined subsequent to the purchase of this **Contract**." The exclusion set forth in Section IX.F. is amended to delete the following language: "Any repair that has been misdiagnosed by the **Repair Facility**". The following language of Section XII. is deleted: "and **You** have not incurred a **Claim**," which appears once in the second sentence of the second paragraph and appears once in the second sentence of the third paragraph. In Section XII., the first paragraph is amended to include the following: Notwithstanding anything to the contrary contained herein, the lienholder may cancel the **Contract** for nonpayment due to repossession, theft or total loss of the **Vehicle**. However, if the lienholder cancels for any other reason, the lienholder will need to hold valid power of attorney. The last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the pro rata refund amount; whichever is less and less **Claims** paid. In Section XII., the second paragraph is amended to include the following: A ten (10%) percent penalty per month shall be added to a **Free-Look Period** cancellation refund that is not paid or credited within forty-five (45) days after the return of this **Contract**. In Section XII., the third sentence in the third paragraph is deleted and replaced with the following: If **We** cancel this **Contract** after thirty (30) days, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation and less **Claims** paid. In Section XII., the first sentence of the third paragraph is deleted and replaced with the following: **We** reserve the right to cancel this **Contract** and may only cancel this **Contract** for (1) fraud, (2) material misrepresentation, or (3) nonpayment. In Section XII., the following is added to the last paragraph: If **We** cancel, **We** will provide thirty (30) days' written notice of cancellation stating the effective date and reason for cancellation. Section XV. is deleted in its entirety.

HAWAII SPECIAL STATE REQUIREMENTS:

In Section XII., the following is added to the second paragraph: A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. In Section XII., the following is added to the last paragraph: If **We** cancel this **Contract**, **We** will mail to **You** a notice of cancellation at **Your** last known address as reflected in **Our** files stating the effective date and reason for cancellation at least five (5) days prior to cancellation. However, **We** will not provide a notice of cancellation if the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

IDAHO SPECIAL STATE REQUIREMENTS:

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

Section XII. "CANCELLATIONS" is amended with the following: There will be no deduction of authorized **Claims** from **Your** refund. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. There will be no deduction of authorized **Claims** from **Your** refund.

ILLINOIS SPECIAL STATE REQUIREMENTS:

In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less and less **Claims** paid.

The term "Wear and Tear," which appears multiple times, is hereby renamed as "Normal Wear and Tear."

INDIANA SPECIAL STATE REQUIREMENTS:

Your proof of payment to the **Selling Dealer** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. The exclusion set forth in Section IX.I. is amended as follows: Any exclusion for **Pre-Existing Conditions** shall be limited to those **Pre-Existing Conditions** which were known to **You**. Section XI. is amended to provide as follows: If the provider fails to perform or make payment due under the **Service Contract** within sixty (60) days after the holder requests the performance or payment, the holder may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the **Service Contract** that the provider refund any part of the cost of the **Service Contract** upon cancellation of the **Service Contract**. Section XV. is amended as follows: **Arbitration shall only be required upon mutual agreement by Us and You and shall take place in Your county of residence or other mutually agreed upon location. The arbitrator shall be mutually agreed upon by Us and You. For information regarding arbitration and the rules applicable thereto You may contact the American Arbitration Association at 800-778-7879. THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.**

IOWA SPECIAL STATE REQUIREMENTS:

This **Contract** is subject to rules administered by the Iowa Insurance Division. **You** may call the Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **We** will not use used parts to make a repair under this **Contract** without prior written authorization from **You** unless such parts were rebuilt in accordance with Iowa Administrative Code Rule 191-103.6(5)a.(9). Section XII. is amended as follows: The last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less and less **Claims** paid. A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within thirty (30) days of receiving notice of cancellation from **You**. The following is added to the last paragraph: If this **Contract** is cancelled, **We** will mail a written notice of cancellation to **You** at least fifteen (15) days before the date of termination. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use.

KANSAS SPECIAL STATE REQUIREMENTS:

Locksmith and Tire Service are not available.

LOUISIANA SPECIAL STATE REQUIREMENTS:

In Section XII., first paragraph is amended to add the following: The right to cancel this **Contract** applies only to the original service contract holder and only if no **Claim** has been made. The last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The second paragraph is amended to add the following: A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The last paragraph is amended to include the following: If **We** cancel this **Contract** for a reason other than nonpayment of the **Contract Purchase Price**, a material misrepresentation by **You**, or a substantial breach of **Your** duties related to **Your Vehicle** or its use, **We** will provide at least fifteen (15) days' written notice to **You** stating the effective date and reason for the cancellation. This **Contract** is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Contract** may be directed to the Attorney General.

MAINE SPECIAL STATE REQUIREMENTS:

In Section XII., the second paragraph is amended as follows: The refund for a cancellation during the **Free Look Period** (first thirty (30) days) will include any sales tax refund required pursuant to state law. A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The last two sentences in the second paragraph are deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less and less **Claims** paid. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The following is added to the last paragraph of Section XII., 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.

MARYLAND SPECIAL STATE REQUIREMENTS:

Should **We** fail to perform the services under this **Contract**, the term of this **Contract** will automatically extend until such services are provided in accordance with this **Contract**. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. The last paragraph is amended to add the following: A penalty equal to ten (10%) percent of the value of the consideration paid for this **Contract** per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. Section XV. is deleted in its entirety.

Administrator: Endurance Dealer Services, LLC, 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, 877-302-6721

Florida Administrator: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

MASSACHUSETTS SPECIAL STATE REQUIREMENTS:

Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles**, as follows: For used **Vehicles** with less than forty thousand (40,000) miles at time of sale the required dealer warranty provides coverage for ninety (90) days or thirty-seven-hundred and fifty (3,750) miles, whichever occurs first. For used **Vehicles** with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale the required dealer warranty provides coverage for sixty (60) days or twenty-five hundred (2,500) miles, whichever occurs first. For used **Vehicles** with eighty thousand (80,000) miles or more, but less than one-hundred-and-twenty-five thousand (125,000) miles at the time of sale the required dealer warranty provides coverage for thirty (30) days or twelve-hundred and fifty (1,250) miles, whichever occurs first. This law may cover the **Vehicle You** have purchased. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages**, and exclusions in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. Section XII., the second paragraph is amended with the following: If **You** cancel and a refund is not paid or credited within forty-five (45) days after the return of the **Contract** to **Us** then a ten percent (10%) penalty per month shall be added to the refund.

The Selling Dealer is the Obligor in Massachusetts.

MINNESOTA SPECIAL STATE REQUIREMENTS:

In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. The second paragraph is amended to add the following: A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The following is added to the last paragraph: If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files stating the effective date and reason for cancellation at least fifteen (15) days prior to the effective date of cancellation. **We** will provide five (5) days' written notice stating the effective date and reason for cancellation when reason 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. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the gross **Contract Purchase Price**; whichever is less and less **Claims** paid. A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The first sentence of the last paragraph is deleted and replaced with the following: **We** may cancel this **Contract** only for (1) nonpayment of the purchase price, (2) a material misrepresentation by **You**, or (3) a substantial breach of **Your** duties under this **Contract**. If **We** cancel this **Contract**, **We** will provide thirty (30) days' prior written notice stating the effective date of cancellation and the reason for cancellation, unless nonpayment is the reason for cancellation, in which case, **We** will provide ten (10) days' prior written notice of cancellation stating the effective date of cancellation and the reason for cancellation.

MISSOURI SPECIAL STATE REQUIREMENTS:

In Section XII., the second and third paragraphs are deleted and replaced with the following: If this **Contract** is cancelled, **Coverage** will terminate and will not be reinstated. A copy of **Your Contract** and a notarized odometer statement indicating the odometer reading of **Your Vehicle** at the date of the request for cancellation will be required. If this **Contract** is cancelled by **You** or the lienholder within the first thirty (30) days following the **Contract Purchase Date** ("**Free-Look Period**"), the **Contract** is void and the full **Contract Purchase Price** will be refunded. If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**.

We reserve the right to 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**; (4) **Your Vehicle** has been altered beyond manufacturer's specifications; or (5) **Your Vehicle** is ineligible. If this **Contract** is cancelled by **Us** within the **Free-Look Period**, **We** will refund the full **Contract Purchase Price**. If **We** cancel this **Contract** after thirty (30) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation and less claims paid. If a refund is due to **You**, the refund amount will be processed by the **Selling Dealer**. Any refunds owed will be paid or credited within forty-five (45) days of the date that **We** or **Our** designee receive notice of the request to cancel. If **We** cancel this **Contract**, the refund will be paid within forty-five (45) days of the effective date of the cancellation. If this **Contract** is cancelled for any reason, **We** will mail to **You** a written notice of cancellation within forty-five (45) days of the effective date of cancellation.

MONTANA SPECIAL STATE REQUIREMENTS:

Section XII. is amended to add the following to the last paragraph: If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of cancellation. The written notice of cancellation shall state the effective date and reason for cancellation. However, **We** will not provide **You** with prior notice of cancellation if **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder.

NEBRASKA SPECIAL STATE REQUIREMENTS:

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

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Florida Administrator: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

NEVADA SPECIAL STATE REQUIREMENTS:

THE WAITING PERIOD IS SPECIFIED ON THE APPLICATION PAGE. THIS PERIOD PRECEDES THE COVERAGE PERIOD OF THE CONTRACT AND EQUALS THE NUMBER OF DAYS STATED ON THE APPLICATION PAGE, STARTING FROM THE SALE DATE STATED ON THE APPLICATION PAGE. COVERAGE UNDER THIS CONTRACT BEGINS UPON THE EXPIRATION OF THE WAITING PERIOD.

APPLICANT'S ACKNOWLEDGMENT is amended to delete the following: "If this **Contract** has been financed, the lien holder identified below shall be entitled to any refunds resulting from cancellation." It is replaced with the following: "Upon cancellation, if this **Contract** has been financed, the lien holder identified below shall be entitled to the portion of the refund still owed to the lien holder."

Section VII.B. is amended to add the following: In the event that **You** are not satisfied with the manner in which **We** are handling a **Claim** under this **Contract**, **You** may contact the Nevada Commissioner of Insurance by use of the following toll-free telephone number for the Division: 888-872-3234. The exclusion set forth in Section IX.R. is deleted and replaced with the following: **This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Vehicle, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if Your Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.** In Section XII., the first paragraph is deleted and replaced with the following "Pursuant to Nevada law, only **You** or **Us** can cancel this **Contract**. **You** may cancel this **Contract** at any time for any reason. If this **Contract** is cancelled, **Coverage** will terminate and will not be reinstated. A copy of Your **Contract** and a notarized odometer statement indicating the odometer reading of **Your Vehicle** at the date of the request for cancellation will be required." In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is canceled by **You** after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five (\$25) dollars. **Claims** paid will not be deducted from any refund. "**You** or the lienholder" is deleted from this Section and replaced with "**You**." The following is added to the second paragraph: A ten (10%) percent penalty, based upon the purchase price of this **Contract**, payable every thirty (30) day period or portion thereof that the refund or any accrued penalties remain unpaid, will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder** The following is added to the last paragraph: 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. **The cost of any Claims paid, or services provided under this Contract will not be deducted from any cancellation refund issued pursuant to the terms under this Contract.** In Section XIII., the first sentence is deleted and replaced with the following, **This Contract, while in-force, may be transferred only by the ORIGINAL Contract Holder to the subsequent owner of the Vehicle for a fee of twenty-five (\$25) dollars, payable to Us.**

NEW HAMPSHIRE SPECIAL STATE REQUIREMENTS:

Section XII is amended with the following: No **Claims** will be deducted from any refund.

In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less. No **Claims** will be deducted from the cancellation refund. Section XV. is amended to add the following: **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, 21 South Fruit Street, Suite 14, Concord, NH 03301; Phone Number: 800-852-3416. Arbitration shall be subject to RSA 542.**

NEW JERSEY SPECIAL STATE REQUIREMENTS:

The following is added to the **Applicant's Acknowledgment** in the **Declarations Section**: The product being offered is a **Service Contract** and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars. A ten (10%) percent per month penalty, based upon the purchase price of the **Contract**, will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of the cancellation of this **Contract**. The following is added to the last paragraph of Section XII.: 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:

In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the purchase price paid for this **Contract**; whichever is less and less **Claims** paid. A ten (10%) percent penalty, based upon the unearned provider fee, per each thirty (30) day period or portion thereof that the refund and any

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accrued penalties remain unpaid, shall be added to a refund due for a **Contract** cancelled by **You** during the **Free-Look Period** that is not made within sixty (60) days of return of the **Contract** by **You**. **We** may not cancel this **Contract** unless **We** mail to **You** at **Your** last known address as reflected in **Our** files a notice of cancellation at least fifteen (15) days prior to the effective date of cancellation. If this **Contract** has been in effect for at least seventy (70) days, **We** may not cancel the **Contract** before its expiration or one (1) year after the effective date, whichever comes first, except for the following reasons: (1) nonpayment of the purchase price; (2) conviction of a crime by **You** that results in an increase in the services required under this **Contract**; (3) discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or presenting a **Claim** hereunder; or (4) discovery of: (a) an act or omission by **You**; or (b) a violation of this **Contract** by **You**, which occurred after the effective date of this **Contract** and which substantially and materially increase the service required under this **Contract**. Section XI. is amended to add the following: This **Service Contract** is insured by Old Republic Insurance Company. If the **Service Contract** provider fails to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of **Your** submission of a valid **Claim**, **You** may submit **Your Claim** to Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If **You** have any concerns regarding the handling of **Your Claim**, **You** may contact the Office of Superintendent of Insurance at 1-855-427-5674.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK SPECIAL STATE REQUIREMENTS:

In Section XII., the following is added to the second paragraph: A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within thirty (30) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation. However, **We** will not mail to **You** a prior written notice of cancellation if **We** are cancelling the **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder.

NORTH CAROLINA SPECIAL STATE REQUIREMENTS:

In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the pro rata refund; whichever is less and less **Claims** paid. The last paragraph of Section XII. is amended to delete reasons (2) and (4). Notwithstanding anything to the contrary contained herein, **PURCHASE OF THIS CONTRACT IS NOT REQUIRED EITHER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.**

OKLAHOMA SPECIAL STATE REQUIREMENTS:

Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XII. is amended to add the following: In the event of a lienholder cancellation, no fee will be assessed. The last sentence in the second paragraph is deleted and replaced with the following: If this **Contract** is cancelled by **You** after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of ten (10%) percent of the pro-rata refund or fifty (\$50) dollars; whichever is less and less **Claims** paid. In the last paragraph, the following is added: If **We** cancel this **Contract**, **We** will provide thirty (30) days' prior written notice of cancellation stating the effective date and reason for cancellation. No administrative fee(s) will be charged in the event **We** cancel this **Contract** pursuant to this paragraph. In the last paragraph, the following is deleted: If **We** cancel this **Contract** after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation. The last paragraph is amended with the following: "If **We** cancel this **Contract** after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation and less **Claims** paid."

OREGON SPECIAL STATE REQUIREMENTS:

Section XV. is deleted in its entirety. Roadside assistance benefits or services are conducted by Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244; however, **We** are ultimately responsible for providing these benefits. Any failure to provide such benefits by Vehicle Administrative Services, Ltd., 5001 Spring Valley Road 350W, Dallas, Texas 75244 or **Us** as specified in this **Contract** will be covered by Old Republic Insurance Company's reimbursement insurance policy.

SOUTH CAROLINA SPECIAL STATE REQUIREMENTS:

In the event of a dispute with **Us**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201, 800-768-3467. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The following is added to the last paragraph in Section XII.: If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation. If, however, **We** cancel this **Contract** for nonpayment, material misrepresentation, or substantial breach of **Your** duties hereunder, **We** will not provide **You** with prior written notice of cancellation.

TEXAS SPECIAL STATE REQUIREMENTS:

Questions concerning the regulation of service contract providers and administrators and unresolved complaints concerning providers and administrators may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711; Phone No.: 512-463-6599 or 800-803-9202. Section XI. is amended to add the following: 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. In Section XII., the second and third paragraphs are deleted and replaced with the following: If this **Contract** is cancelled, **Coverage** will terminate and will not be reinstated. A copy of **Your Contract** and a notarized odometer statement indicating the odometer reading of **Your Vehicle** at the date of the request for cancellation will be required. If this **Contract** is cancelled by **You** or the

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Florida Administrator: Minnehoma Automobile Association, Inc. (Florida License No. 60033), P.O. Box 35008, Tulsa, OK 74153-0008, 844-805-8753

lienholder within the first thirty (30) days following the **Contract Purchase Date** ("**Free-Look Period**"), the **Contract** is void and the full **Contract Purchase Price** will be refunded. If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of fifty (\$50) dollars and less **Claims** paid. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. If **We** do not pay or credit a refund before the 46th day after the date **We** receive notice of the cancellation from **You**, a ten (10%) percent penalty of the refund amount outstanding will be added for each month the refund remains outstanding. This penalty is in addition to the refund amount otherwise due to **You**.

We reserve the right to 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**; (4) **Your Vehicle** has been altered beyond manufacturer's specifications; or (5) **Your Vehicle** is ineligible. If this **Contract** is cancelled by **Us** within the **Free-Look Period**, **We** will refund the full **Contract Purchase Price**. If **We** cancel this **Contract** after thirty (30) days, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation and less **Claims** paid. If a refund is due to **You**, the refund amount will be processed by the **Selling Dealer**. Any refunds owed will be paid or credited within thirty (30) days of the date that **We** or **Our** designee receive notice of the request to cancel. If **We** cancel this **Contract**, the refund will be paid within thirty (30) days of the effective date of the cancellation. If this **Contract** is cancelled for any reason, **We** will mail to **You** a written notice of cancellation within forty-five (45) days of the effective date of cancellation. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation, 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.

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. Utah residents have the option of purchasing this **Vehicle Service Contract** by paying in full at the time of purchase, financing the cost with the **Vehicle**, or utilizing an outside financing source. Failure to give any notice or file any proof of loss required by the **Contract** within the time specified in the **Contract** does not invalidate a claim made by **You**, if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Section VII.B.6. is amended as follows: Failure to provide repair orders and documentation to the **Administrator** within thirty (30) days will not result in a **Claim** being denied hereunder unless such failure has prejudiced **Us**. Section VII.B.7. is 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 to add the following to the last paragraph: **We** may not cancel this **Contract** prior to the earlier of the Expiration Date or Mileage or one year from the Effective Date and Mileage unless **We** are cancelling the **Contract** for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or substantial breaches of **Your** duties hereunder. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless **We** are cancelling the **Contract** for nonpayment in which case, **We** will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is misrepresentation, **We** shall describe the nature of the misrepresentation in the notice. If the reason for cancellation is not provided in the notice, **We** will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by **You**. Section XI. is amended as follows: If any **Claim** or refund is not paid within sixty (60) days after proof of loss has been filed, **You** may file a **Claim** directly with the Insurance Company. Section XV. is amended as follows: **Claims or controversies shall not be subject to arbitration if the amount of the Claim or controversy is within the jurisdictional limits of the small claims court of the state where the action would be brought. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY**

BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

VERMONT SPECIAL STATE REQUIREMENTS:

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

VIRGINIA SPECIAL STATE REQUIREMENTS:

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

WISCONSIN SPECIAL STATE REQUIREMENTS:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Notice of loss, and all repair documentation should be forwarded to the **Us** as soon as reasonably possible but may be filed up to one (1) year from the date of loss. Section XI. is amended to add the following: 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. In Section XII., the last sentence in the second paragraph is deleted and replaced with the following: If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a claim was incurred, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of ten (10%) percent of the provider fee or fifty (\$50) dollars; whichever is less and less **Claims** paid. A ten (10%) percent penalty, based upon the refund amount outstanding, per

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month shall be added to a **Free-Look Period** cancellation refund that is not made within forty-five (45) days of return of the **Contract** by **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. In the event that the **Vehicle** is subject to a total loss subsequent to the **Free-Look Period** that is not covered by a replacement pursuant to the terms of this **Contract**, **You** are entitled to cancel this **Contract** and We will refund the unearned **Contract Purchase Price** calculated on a pro rata basis as described in Section XII. but will not deduct any administrative fee. The first sentence of the last paragraph is deleted and replaced with the following: **We** reserve the right to cancel this **Contract**. **We** may cancel this **Contract** only for the following reasons: nonpayment; material misrepresentation by **You** to **Us**; or substantial breach of **Your** duties hereunder relating to **Your Vehicle** or its use. If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation. Section XV. is amended to add the following: **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:

In Section XII. the following is added: A ten (10%) percent penalty per month will be added to any **Free-Look Period** cancellation refund not paid within forty-five (45) days of receiving notice of cancellation from **You**. The right to cancel this **Contract** during the **Free-Look Period** is not transferable and applies only to the original **Contract Holder**. The last sentence in the second paragraph is deleted and replaced with the following: If the **Contract** is cancelled by **You** or the lienholder after thirty (30) days, or anytime if a **Claim** was incurred, the unearned **Contract Purchase Price** will be refunded, calculated on a pro-rata basis equal to the lesser amount produced using either the number of days this **Contract** was in force or the number of miles **Your Vehicle** was driven prior to cancellation, less an administrative fee of ten (10%) percent of the **Contract Purchase Price** or fifty (\$50) dollars, whichever is less and less **Claims** paid. The following is added to the last paragraph of Section XII.: If **We** cancel this **Contract**, **We** will mail to **You** a written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to the effective date of cancellation stating the effective date and reason for cancellation. If, however, **We** are cancelling the **Contract** for nonpayment, material misrepresentation by **You**, or substantial breach of **Your** duties hereunder, **We** will not provide **You** with prior written notice of cancellation. Section XV. is amended to add the following: **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 AND MINNEHOMA AUTOMOBILE ASSOCIATION, INC. 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/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc. will comply with applicable state law regarding information about **Contract Holder**. Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. 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 AND MINNEHOMA AUTOMOBILE ASSOCIATION, INC. MAY COLLECT:

- Information Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc., **Our** affiliates, or others.
- Information will be provided as Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. 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/MINNEHOMA AUTOMOBILE ASSOCIATION, INC. MAY DISCLOSE, TO WHOM **WE** MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.
- Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc. policy for information security and confidentiality.
- Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. 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/Minnehoma Automobile Association, Inc. to share this information with **Our** affiliates and other affiliated service providers.
- The law also permits Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. to share information with companies that perform marketing services for Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc., or other institutions that have joint marketing agreements with Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc., such as the dealer where **Contract Holder** purchased the **Vehicle** and applied for the Endurance Dealer Services, LLC/Minnehoma Automobile Association, Inc. Vehicle Service Agreement. **Contract 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/Minnehoma Automobile Association, Inc. collects, shares, and safeguards **Contract Holder's** non-public financial information, and is not a part of the **Contract**.