ENDURANCE

Vehicle Service Contract

CONTRACT NUMBER:

APPLICATION PAGE

PURCHASER INFORMATION

PURCHASER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

SELLER INFORMATION

SELLER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

VEHICLE INFORMATION

VIN # (MUST BE 17 DIGITS)	YEAR	MAKE	MODEL

CURRENT ODOMETER READING	VEHICLE CLASS	VEHICLE PURCHASE PRICE	FINANCE COMPANY	☐ DIESEL ☐ 4X4/AWD ☐ TURBO/SUPERCHARGER

SERVICE CONTRACT INFORMATION

SALE DATE	COVERAGE	CONTRACT TERM (WHICHEVER COMES FIRST)	CONTRACT EXPIRATION (WHICHEVER COMES FIRST)
		MONTHS OR ODOMETER MILES	MONTHS OR ODOMETER MILES
WAITING PERIOD	☐ NEW ☐ USED	DEDUCTIBLE	PURCHASE PRICE

OPTIONS

- ☐ TIRE MODIFICATION/BODY OF SUSPENSION LIFT
- ☐ COMMERCIAL
- ☐ HIGH TECH (SUPERIOR COVERAGE ONLY)
- ☐ HYBRID (SUPERIOR, SECURE PLUS COVERAGES ONLY)

Administrator/Obligor: Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062 - (877) 414-0134. This is a Contract between You and the Administrator/Obligor. The Administrator/Obligor's performance under this Contract is insured by Wesco Insurance Company, an Amtrust Group Insurance Carrier.

The purchaser acknowledges that this Application Page and Terms & Conditions together with any **Identification Card** constitute the entire Vehicle Service Contract. The **Coverage** I have selected expires according to the terms indicated on the Application page and **Identification Card** as defined in the Terms & Conditions, Coverage Period Section. The components and parts covered are listed under the Terms and Conditions, Schedule of Coverage Section. I agree to maintain the **Vehicle** in accordance with the Terms & Conditions, Contract Holder's Maintenance Requirements Section. I understand to file a claim in the event I have a **Breakdown**, I am to follow the instructions in the Terms & Conditions, Filing a Breakdown Claim Section. This **Contract** is neither an insurance policy nor a seller's warranty. This **Contract** may run concurrent with and is secondary to any applicable manufacturer's warranty. Purchase of this **Contract** is not required in order to purchase or lease a vehicle or obtain vehicle financing.

I have reviewed and understand the time and mileage limitations, coverage, and exclusions, and that the repair of non-covered components is excluded from **Coverage**. I have reviewed all the **Coverage** and options available. All of the options I wish to purchase are clearly marked above. I have read and understand the Terms and Conditions, Contract Holder's Responsibilities of this **Contract** Section. I hereby declare that I have received the **Contract** and the above information is correct. I UNDERSTAND THAT THE **CONTRACT** WILL BE BETWEEN THE **ADMINISTRATOR** (Endurance Dealer Services, LLC) AND APPLICANT.

SAMPLE

Vehicle Service Contract

CONTRACT NUMBER:

DEFINITIONS

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

Administrator means **Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134**, the entity that is obligated to perform hereunder. (Texas license number: 639)

Breakdown means the inability of any **Covered Part(s)** or component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. The manufacturer has established tolerances for the express purpose of defining mechanical **Breakdown** and serviceability; when a **Covered Part** exceeds these manufacturer's tolerances, a **Breakdown** will be considered to have occurred.

Commercial Use means **Vehicles** used for farming, ranching, route work, job-site activities, service or repair work, delivery of goods, and snow removal. Usage must not exceed the manufacturer's ratings and/or limitations. **Vehicles** used for snow removal must be equipped with factory authorized snow plow package to be eligible for Commercial Use **Coverage**.

Contract means this Vehicle Service Contract including the Application Page and Terms & Conditions.

Coverage means the component protection **You** selected as shown in this **Contract** and on **Your Identification Card**.

Covered Part(s) means the parts and units described under the Terms and Conditions, Coverage Section.

Deductible means the amount **You** are required to pay as selected on the Application Page 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.

Disappearing Deductible if selected on Application Page and the **Disappearing Deductible** option is paid, the standard one hundred dollar ($100) **Deductible** is waived, provided **You** have the repairs performed at Firestone or AAMCO.

Effective Date and Mileage for New Vehicle and Supreme Wrap Plans mean the date **You** purchased **Your Contract** and zero (0) miles; for Used Vehicle Plans mean the date **You** purchased **Your Contract** and the miles on the odometer on that date.

Expiration Date or Mileage means the date and/or mileage when **Your Contract** is no longer in force. **Your Contract** expires when the number of months or accumulated mileage for the term you purchased, calculated from the **Effective Date and Mileage**, is reached, whichever occurs first.

Identification Card means the numbered card which becomes part of this **Contract**. It gives information about **You, Your Vehicle, Coverage** chosen and other significant data.

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

Vehicle means the **Vehicle** which is described on the Application Page.

Waiting Period means the period of time and mileage that must transpire before a claim may be filed hereunder. The Waiting Period is equal to thirty (30) days and one thousand (1,000) miles from the **Contract** purchase date and odometer mileage at **Contract** purchase date.

We, Us, Our means the entity who is obligated to perform under this **Contract** (the "obligor"). The obligor of this **Contract** is **Endurance Dealer Services, LLC, 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134**.

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

You, Your means the **Contract** Purchaser shown on the Application Page, or the person to whom this **Contract** was properly transferred.

TERMS & CONDITIONS

NATURE OF AGREEMENT:

This is a Vehicle Service Contract between **You** (Contract Holder) and **Us**. **You** agree and understand that this **Contract** is a Vehicle Service Contract and not an insurance policy.

ENTIRE AGREEMENT:

This **Contract**, including the Application Page, Terms and Conditions, **Identification Card**, limitations, exceptions, definitions, and exclusions, together with any endorsements, if any, constitutes 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 the Contract Holder specific rights. The Contract Holder may have other rights, which may vary from state to state in the United States or between provinces in Canada. Please see the Special State Requirements Section for state-specific information.

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

This Vehicle Service Contract provides benefits for **Breakdown** and **Wear and Tear** of **Covered Parts** installed by the **Vehicle** manufacturer, as those terms are defined above.

COVERAGE PERIOD:

Coverage under this **Contract** begins upon expiration of the **Waiting Period** and will expire on the **Expiration Date or Mileage** measured from the **Effective Date and Mileage**, whichever occurs first, as shown on the Application Page, and/or when the Limits of Liability for the **Contract** have been reached.

BREAKDOWN:

In the event of a **Breakdown** of any **Covered Part(s)** listed below, the **Administrator** will provide for payment or reimbursement for pre-authorized expenses incurred for the repair or replacement of the part(s), less any **Deductible**, in accordance with the provisions contained within this **Contract**. Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. Replacement of **Covered Parts** that have experienced a **Breakdown** may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the **Administrator's** discretion.

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DEDUCTIBLE:

In the event of a **Breakdown** of any **Covered Part(s)** listed below, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Coverage** listed in the Additional Benefits of Coverage Section of this **Contract**. The **Deductible** type and amount **You** have to pay is shown on the Application Page for covered **Breakdowns** on a per repair visit. If no **Deductible** is stated on the Application Page, the standard **Deductible** will be one hundred ($100) dollars. If "**Disappearing Deductible**" appears in the **Deductible** Section of the Application Page, the standard **Deductible** will be waived, provided **You** have the repairs performed at Firestone or AAMCO. Should a covered **Breakdown** require more than one visit to repair, only one **Deductible** will apply to the **Breakdown**.

LIMIT OF LIABILITY:

The aggregate limit of liability shall be the lesser of, the average trade-in value of the **Vehicle** as provided by the NADA Guides or the purchase price of the **Vehicle** as provided by a Bill of Sale. **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.**

CONTRACT HOLDER'S RESPONSIBILITIES

CONTRACT HOLDER'S 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**.

All verifiable receipts must be retained for any service work and may be requested. The **Administrator** may request receipts to verify **Vehicle** maintenance. If you perform **Your** own service, **You** must retain all receipts that show purchase of materials used in **Vehicle** maintenance procedures.

FILING A BREAKDOWN CLAIM:

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to prevent further damage to **Your Vehicle**. This **Contract** will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. The operator of the **Vehicle** is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.

2. **Take Your Vehicle to a Licensed Repair Facility** – If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility. A "licensed repair facility" is defined as a for-profit entity, recognized by the state, in the business of repairing motor vehicles.

3. **Provide the licensed repair facility with a copy of Your Contract and/or Your Contract number if possible.**

4. **Obtain Authorization from the Administrator** – Prior to any repair being made, instruct the service manager at the licensed repair facility to contact the **Administrator** to obtain an authorization for the claim at 877-414-0134. Any claim for repairs without prior authorization will not be covered except as provided under Emergency Repairs (#8 below). The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval.

5. **Authorize Tear-Down and/or Inspection** – In some cases, **You** may need to authorize the licensed repair facility to inspect and/or tear-down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.

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

7. **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 sixty-five (365) days in Wisconsin) to be eligible for payment.

8. **Emergency Repairs** – Should an emergency occur which requires 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 877-414-0134. NO CLAIMS WILL BE PAID UNLESS **YOU** FOLLOW THE STEPS OUTLINED ABOVE. Administered by: Endurance Dealer Services, LLC. 400 Skokie Blvd, Suite 105, Northbrook, IL 60062, 877-414-0134.

COVERAGE
SUPREME COVERAGE

Supreme Coverage provides for payment or reimbursement of costs authorized by the **Administrator** to repair or replace any **Breakdown** of ALL of **Your Vehicle's** part(s) or component(s), including seals and gaskets, except those listed under Section X., Exclusions - What Is Not Covered, less the Contract Holder's **Deductible** amount, in accordance with all terms and conditions of this **Contract**.

ADDITIONAL BENEFITS OF COVERAGE

All **Coverage** plans include the following benefits:

Rental Car Benefit and Substitute Transportation: In the event of a covered **Breakdown**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** up to a maximum of thirty dollars ($30) per day and a maximum of one hundred fifty dollars ($150) per **Breakdown**. Rental car reimbursement will not continue beyond the day that repairs are completed and **You** are notified of the completion.

SAMPLE

Roadside Assistance Services and Benefits: All benefits are administered through Nation Motor Club, Inc. administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. For Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, and Texas members, services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.

1. **24 Hours Emergency Roadside Service:** 24-hour Roadside Service is provided when **Your Vehicle** is disabled as long as this **Contract** is in effect, and is available by calling 866-330-0760 (limit one service per seventy-two (72) hours). Please provide the dispatcher with **Your** PRODUCER CODE which is 40923, and **Your CONTRACT** NUMBER (which is on the top right corner of the Application Page) along with **Your** PLAN LETTER which is U. Covered services are not obtained through **Us**.

2. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable the covered **Vehicle** to proceed under its own power (where available). **You** are responsible for the cost of any parts delivered.

3. **Tire Service:** The changing of flat tire on the covered **Vehicle** with **Your** spare.

4. **Battery Service:** Attempting to start the covered **Vehicle** with a booster battery.

5. **Delivery Service: We** will cover the cost of delivering needed fuel or fluid to **Your** disablement location (**You** must pay for the cost of the actual fluids).

6. **Towing Service:** Any tow of twenty-five (25) miles or less is covered in total.

7. **Lockout Services:** If keys are locked inside the passenger compartment of the covered **Vehicle**, a locksmith will be dispatched for services.

8. **Trip Interruption:** In the event of a **Breakdown** of a **Covered Part**, **Administrator** will REIMBURSE **You** a maximum of one hundred fifty dollars ($150.00) per day, not to exceed a total of four hundred fifty dollars ($450.00) (three (3) days), for expenses incurred by **You** for meals and/or lodging, provided: **You** cannot operate **Your Vehicle** due to a **Breakdown** covered by this **Contract** and the **Breakdown** occurs more than one hundred (100) miles away from home, and expenses are incurred between the time of **Breakdown** and the time repairs are completed. (The date of **Breakdown** shall be considered the first day.) One (1) day's trip interruption expense shall be allowed for each eight (8) hours, or portion thereof, of required manual flat-rate labor time.

Coverage: You are entitled to one (1) service described in this Roadside Assistance Services and Benefits per seventy-two (72) hours. Services available to **You** at no cost are: a tow up to twenty-five (25) miles; battery jumpstart; flat tire change; fuel delivery (**You** are responsible for the actual cost of the delivered materials); Lockout.

Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum reimbursement for any covered services contracted for by **You** is strictly limited to fifty dollars ($50) per **Breakdown** ($150 per day for Trip Interruption). **You** must send your original receipted roadside bills along with a completed claim form to: Nation Motor Club, Inc. dba Nation Safe Drivers, 800 Yamato Rd, Ste 100, Boca Raton, Florida, 33076. Attn: Claims. Claim forms may be obtained online at www.nsdclaims.com or by calling toll-free 800-338-2680.

ADD-ON COVERAGE OPTIONS

The following options are add-on coverage options and ONLY apply if **You** have selected the add-on coverage as indicated on the Application Page.

High Tech Option (available on Superior Coverage only): If **You** have selected High Tech Coverage as indicated on the Application Page, **You** have **Coverage** for Back Up Camera & Sensors/Perimeter Warning; Video System & Display Screen (does not cover minimal pixel damage); GPS/NAV Systems; Blind Spot Sensors; Electronic Driver Information Display; Anti-Theft Systems (remote excluded).

Commercial Use Option: If **You** have selected Commercial Coverage as indicated on the Application Page, **You** have **Coverage** in accordance with the applicable terms of this **Contract** even when the **Vehicle** is utilized for a **Commercial Use** as defined in Section I., Definitions of this **Contract**.

Tire Modification/Body or Suspension Lift Option: If **You** have selected Tire Modification/Body or Suspension Lift Coverage as indicated on the Application Page, **You** have **Coverage** in accordance with the applicable terms of this **Contract** even when oversized/undersized tires (not to exceed the maximum tire height and maximum tire width allowed by the lift kit manufacturer), body lifts and suspension lifts (maximum 4 inch combined lift) have been added to the **Vehicle**. However, appropriate final drive gear change must be performed for oversize tires or resultant claims will be declined. This surcharge is mandatory as it applies.

Hybrid Vehicle Option: If **You** have selected Hybrid Vehicle Option as indicated on the Application Page, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power steering pump. Batteries are excluded. (Available with Secure Plus and Superior plans only).

EXCLUSIONS – WHAT IS NOT COVERED

Coverage is not provided under this **Contract**:

For any part not specifically listed in the Schedule of Coverages, or for any of the following parts: thermostat housing, shock absorbers, carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, and pre-heated car systems, game centers, speakers. Radio, compact disc player, and cassette player covered if manufacturer installed but limited to one thousand ($1,000) dollars repair or replacement costs, electronic transmitting/receiving devices, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkages, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts and fasteners are not covered unless specifically listed in the Schedule of Coverage (except where required in conjunction with a covered repair). Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping.

For maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific Covered

SAMPLE

Parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a covered Breakdown.

For any damage and/or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, air leaks, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.

For any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, updated, and is not a covered mechanical Breakdown, is Your responsibility and expense. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle or improper servicing or repairs subsequent to purchase. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.

For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.

For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.

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, all frame or suspension modifications, lift kits (unless the appropriate option has been checked on the Application Page and surcharge paid), any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

If Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase.

For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Coverage described herein), including any consequential damage to a non-covered part that results from a Breakdown.

When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full Coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins, or TSB alerts.

For any Pre-Existing condition, for any Breakdown or condition existing prior to the Effective Date and Mileage, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate. Pre-Existing conditions are not covered.

Reimbursement for any repair or replacement made without prior authorization from Administrator to repair facility unless You follow the procedures outlined in the Terms and Conditions, Filing a Breakdown Claim: 8. Emergency Repairs Seciton for emergency repairs.

Any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a Breakdown has not occurred. Valve grinding, valve guides, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.

Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than 10% ethanol (if the engine was not manufactured for this mixture), excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage lack of lubrication or carbon buildup in cylinders.

Any repair that has been misdiagnosed by the repair facility, any failure that cannot be verified as accurate or is found to be inaccurate.

Breakdown caused by or due to the failure of nuts, bolts or fasteners (internal and/or external). Nuts, bolts or fasteners are covered in conjunction with a covered repair that arises from a Breakdown of a Covered Part.

INELIGIBLE VEHICLES

The following **Vehicles** are ineligible under this **Contract**:

Commercial Use Vehicles (unless appropriate commercial option is indicated on the Application Page).

Any **Vehicle** used for towing (unless Your **Vehicle** is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Declarations Section and only as defined under "Definitions", "Commercial Use"), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.

Any **Vehicle** that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.

TRANSFER OF MANUFACTURER'S WARRANTY

The Contract Holder is responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the **Vehicle** listed on the Application Page 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.

GUARANTEE

SAMPLE

Our obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company (a California approved Insurance Company), 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-505-4048. If a covered claim or refund is not paid within sixty (60) days (thirty (30) days in Arizona) after proof of loss has been filed, **You** may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

CANCELLATIONS

You may cancel this **Contract** at any time including when the **Vehicle** is sold, lost, stolen or destroyed by notifying **Us** in writing and by submitting a request to cancel the **Contract** and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of the request. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** intentional misrepresentation in obtaining this **Contract** or in submitting a claim.

If this **Contract** is cancelled by **You** within thirty (30) days of purchase and no claim has been filed, the entire **Contract** Purchase Price paid will be refunded. If **You** have incurred a claim within the first thirty (30) days or if **You** cancel this **Contract** after the first thirty (30) days, the unearned **Contract** Purchase Price will be refunded calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to cancellation, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of cancellation, less an administrative fee of fifty dollars ($50) and the total amount of all authorized claims. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles for New **Vehicles** or **Contract** sale date and **Contract** sale mileage for Program and Used **Vehicles**. In the event of cancellation, the lienholder or third party finance company, if any, will be named on the cancellation refund check.

If **We** cancel this **Contract** for any reason other than nonpayment, **You** will receive a pro-rata refund of the unearned **Contract** Purchase Price calculated as the lesser amount produced using either the number of months this **Contract** was in force or the number of miles, in thousands of miles or portion thereof, **Your Vehicle** was driven prior to cancellation, provided **We** receive a Federal Odometer Statement or notarized affidavit verifying mileage at the time of cancellation, less an administrative fee of fifty dollars ($50) and the total amount of all authorized claims. Elapsed time and mileage shall be measured from **Contract** sale date and zero (0) miles for New **Vehicles** or **Contract** sale date and **Contract** sale mileage for Program and Used **Vehicles**. If this **Contract** has been financed with **Your Vehicle** loan, the lienholder may cancel this **Contract** for non-payment, if **Your Vehicle** has been declared a total loss, or if **Your Vehicle** has been repossessed. Subsequently, the rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund.

If this **Contract** has been financed through a third party finance company arranged by **Us** or the seller **You** purchased **Your Contract** from, then financing pertains only to **Your Contract**, not **Your Vehicle**. The finance company may cancel **Your Contract** for non-payment. In the event **Your Contract** is cancelled for non-payment, **You** forfeit any and all refund rights.

CONTRACT HOLDER'S TRANSFER CONDITIONS

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

RENEWABILITY

You have the right to purchase a **Contract** for additional time/mileage provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Contract**. At that time, contact the **Administrator** for the terms, **Coverage** and **Deductible** options available, which may not match the original **Contract Coverage**.

ARBITRATION

Any controversy or claim arising out of or relating to this **Contract**, or a breach hereof, shall be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. **You** must notify the **Administrator** in writing of **Your** intent to seek arbitration at the following address:

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

ENDURANCE DEALER SERVICES, LLC PRIVACY POLICY

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

INFORMATION ENDURANCE DEALER SERVICES, LLC MAY COLLECT:

- Information Endurance Dealer Services, LLC receives from Contract Holder, or is provided to **Us** on Contract Holder's behalf, on applications and other forms, such as Contract Holder's name, address, telephone number, lender's name, finance agreement term and Vehicle information.
- Information about Contract Holder's transactions with Endurance Dealer Services, LLC, our affiliates, or others.
- Information will be provided as Endurance Dealer Services, LLC deems appropriate to determine eligibility, to process claims, as authorized by Contract Holder, or as otherwise permitted or required by law. INFORMATION ENDURANCE DEALER SERVICES, LCC MAY DISCLOSE, TO WHOM **WE** MAY DISCLOSE, DISCLOSURES PERMITTED BY LAW, AND DISCLOSURES FOR JOINT MARKETING AND SERVICING.
- Endurance Dealer Services, LLC restricts access to the information to authorized individuals who need to know this information to provide service and products to Contract Holder, or to administer Contract Holder's account. Endurance Dealer Services, LLC uses physical, electronic and procedural security measures designed to protect our customer information. **We** also train our employees about the meaning and requirements of Endurance Dealer Services, LLC policy for information security and confidentiality.
- Endurance Dealer Services, LLC does not disclose this information about current customers or any former customers to anyone, except as permitted by law.

SAMPLE

- The law permits Endurance Dealer Services, LLC to share this information with our affiliates and other affiliated service providers.
- The law also permits Endurance Dealer Services, LLC to share information with companies that perform marketing services for Endurance Dealer Services, LLC, or other institutions that have joint marketing agreements with Endurance Dealer Services, LLC, such as the dealer where Contract Holder purchased the **Vehicle** and applied for the Endurance Dealer Services, LLC Vehicle Service Contract. 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 collects, shares, and safeguards Contract Holder's non-public financial information, and is not a part of the **Contract**.

SAMPLE