

Vehicle Protection Product Warrantors Texas Endorsement

"Notwithstanding any other definition, term, condition, limitation, exclusion, endorsement or other provision of this policy or any other insurance policy: (1) the Named Company shall reimburse or pay on behalf of the Insured (Warrantor) any covered amounts the Warrantor is legally obligated to pay or shall provide the service that the Warrantor is legally obligated to perform according to the Warrantor's obligations under any insured vehicle protection product issued or sold by the Warrantor during the term of this policy; and (2) if the covered amounts are not paid or the covered service is not provided to a consumer within 60 days after the consumer provides proof of loss, payment shall be made directly from the Named Company to the consumer or the Named Company shall provide the required service.

For the purposes of this endorsement, an "insured vehicle protection product" shall mean any vehicle protection product as defined in Section 2306.002(8), Texas Occupations Code, including a written warranty or warranty agreement, that is issued or sold by the Warrantor during the term of this policy, which shall be from the effective date of this policy until the effective date of cancellation of this policy. Any provision of this policy which limits in any way the Named Company's absolute obligation to reimburse or pay on behalf of the Warrantor any covered amounts the Warrantor is legally obligated to pay, or to provide any service that the Warrantor is legally obligated to provide or perform, under an insured vehicle protection product, is hereby amended to conform in all respects to the Warrantor's obligations to the consumer imposed by such vehicle protection product or by Section 2306.202(a)(1) and (2), Texas Occupations Code. Further, in the event that any provision of this policy cannot be amended to conform to the vehicle protection product or Section 2306.203(a)(1) and (2) as specified herein, such provision in this policy shall not apply to the Named Company's absolute obligations to the consumer, and the terms of the vehicle protection product shall control the determination of the Named Company's obligation to pay the consumer, not the provisions of this policy. Neither the Warrantor's failure to comply with a term of this policy nor any definition, term, condition, limitation, exclusion, endorsement, or other provision of this policy or any other policy shall relieve the Named Company from those obligations imposed on the Provider in the vehicle protection products issued or sold by the Warrantor during the term of this policy. Similarly, no defense related to this policy that otherwise would be available to the Named Company against the Warrantor shall apply to or defeat the Named Company's obligations to pay or perform, on behalf of the Warrantor for the benefit of the consumer, as specified in any insured vehicle protection product."