



**EXTENDED SERVICE AGREEMENT**  
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may/will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, or **Your** sales receipt or invoice to determine the term of this **Agreement**, whether **You** purchased a Replacement Plan, Repair Plan or Labor Only Plan, and if there is a deductible required to obtain service under this **Agreement**.

**NOTICE:** (1) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT; (2) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE COVERED PRODUCT.

**I. DEFINITIONS**

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this **Agreement** is **4warranty Corporation**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville Florida 32256 (800) 867-2216), in all states except in Florida and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and in Wisconsin where it is **The Service Doc Inc.**, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator"**: New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 877.634.0964.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

**II. PARTS & LABOR REPAIR PLAN**

- (1) **TERM**: If **You** purchased a Parts & Labor Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. If **You** purchased the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice.
- (2) **COVERAGE**: Parts for the **Covered Product** will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing the **Covered Product**. If the **Covered Product** cannot be repaired, if the cost of its repair exceeds the **Covered Product's** original purchase price, the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will refund the purchase price **You** paid for this **Agreement**.
  - A. **For Appliances, Electronics and Computers**: **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, as well as a mechanical or electrical breakdown caused by a direct result of a power surge. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this **Agreement**, when required, due to a covered mechanical or electrical breakdown. **You are responsible to backup all computer software and data prior to commencement of repair of the Covered Product.**
- (3) **HOW TO REQUEST SERVICE**: To request service for the **Covered Product**, contact the **Administrator** toll-free at 877.634.0964. All repairs must be authorized by the **Administrator** prior to performance of work. Claims for unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If **You** refuse service on a **Covered Product** after **We** have dispatched the repair servicer to **Your** location, **You** will be billed for that servicer's applicable trip charge.

**III. WHAT IS NOT COVERED**

(A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; Periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.; (F) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by **You** during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions for operation and care of the Covered Product; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting or rental basis unless **You** purchased a Commercial Coverage Plan; (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (L) Non-functional or aesthetic parts including but not limited to frames,

cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered breakdown; (Q) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (R) any breakdown or condition that results from abnormal usage of the Covered Product.

**Specific to Electronics & Appliances:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and (5) burned-in image in CRT, PLASMA, LCD or any other type of display.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

#### IV. CONDITIONS

- A. **Territories:** The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- B. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- C. **Arbitration:** PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, You, We, and the Administrator (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time You initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If We initiate arbitration against You, We will pay Your filing fee and all costs associated with the arbitration. We shall bear the expense of Your reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of Your Claims to be frivolous, You shall bear all of Your own expenses, including all attorney's fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding Your waiver of class-action rights (Paragraph 3) or the Parties' acknowledgement of no agreement as to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision governs.

**YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT.**

- D. **Entire Agreement:** This is the entire Service Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

#### **INSURANCE**

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG., SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738 AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

#### **FINANCIAL GUARANTEE**

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.

#### **STATE REQUIREMENTS AND DISCLOSURES**

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

**Alabama:** A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

**Arizona:** In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

**California:** For residents of California, the Administrator of this Agreement is 4warranty Corporation 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

**Colorado:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

**Connecticut:** If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Product or the Product is sold, lost, stolen, or destroyed.

**Florida:** This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** ARBITRATION section of this Agreement is removed.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.

**Hawaii:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

**Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

**Maine:** CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the Service **Agreement** Holder at the last known address of the Service **Agreement** Holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service **Agreement** Holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the Service **Agreement** Holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

**Maryland:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**.

**Massachusetts:** CANCELLATION section is amended as follows: The provider shall mail a written notice to the Service **Agreement** Holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the Service **Agreement** Holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the Service **Agreement** Holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Michigan:** If performance under this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

**Minnesota:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Mississippi:** ARBITRATION section of this **Agreement** is removed.

**Missouri:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**.

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

**New Hampshire:** In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this **Agreement** is removed.

**New Jersey:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**.

**New Mexico:** CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** pursuant to N.M. Stat. s. 59A-58-9 and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

**We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

**New York:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**North Carolina:** CANCELLATION section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**.

**Oklahoma:** This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**Oregon:** Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina:** If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Texas:** If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Obligor: 4warranty Corporation, 10151 Deerwood Park, Bldg. 100, Suite 500, Jacksonville Florida 32256 (800-867-2216) Lic #275. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider.

**Utah:** This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded

under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

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 or other recognized arbitrator), 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 judgment in any court of proper jurisdiction.

**Washington:** All references to Obligor throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

**EMERGENCY SERVICE:** If you are unable to reach Administrator at 877.634.0964 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in your phone book or online. Mail Administrator your original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

**Wisconsin:** ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.** If **You** cancel within thirty (30) days of receipt of **Your Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed \$50.00 or ten percent (10%) of the purchase price whichever is less.

**Wyoming:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed.