

## EXTENDED SERVICE CONTRACT

### CONGRATULATIONS

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a New Leaf Service Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Dealers Alliance Corporation, and you, the purchaser. However, if you are a resident of **Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **California**, this Plan is an agreement between the Obligor/Provider of this Plan, Dealers Alliance Corporation, and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator/Obligor, Dealers Assurance Company (Florida License # 96-34-6513705), 3518 Riverside Drive, Upper Arlington, OH 43221, and you, the purchaser. In **Florida**, "We", "Us" and "Our" refers to Dealers Assurance Company, in all other states "We", "Us" and "Our" refers to Dealers Alliance Corporation.

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator/Obligor, We will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

### PRODUCT ELIGIBILITY

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially unless a Commercial Plan has been purchased. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be cancelled. There is no deductible under this Plan.

### COVERAGES

**Product Exchange Plan:** The Product Exchange Plan term is an extension of the manufacturer's written warranty and continues for the period defined on your sales receipt or until a replacement claim is paid, whichever occurs first. Actual replacement coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. In the event your covered product suffers a mechanical or electrical failure, after expiration of the manufacturer warranty, this Plan will replace your original product with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement product may be new or refurbished. The Product Exchange Plan is limited to one replacement for products purchased for less than \$500 and does not cover trip, labor or shipping. The Product Exchange Plan is transferable and does not include any Special Features or Benefits or Optional Coverages.

The Replacement Plan will replace modular components on products where applicable instead of the entire unit when such products consist of self-contained modules, units and/or components, including but not limited to video game controllers, MP3 player earphones, television remotes, etc.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any replacement of your covered product is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Replacement products may be new or rebuilt products. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving a replacement product. The Administrator/Obligor and Insurance Company own all complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

**2-Year, 3-Year or 5-Year Date of Purchase Service Repair Plans:** The Plan term begins on the date of product purchase or date of installation by the selling retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on your sales receipt. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but may provide certain benefits during the term of the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, this Plan will furnish replacement parts and/or labor necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of a product failure during normal usage, the Administrator/Obligor has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single repair to your covered product or its replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Administrator/Obligor shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Administrator/Obligor be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator/Obligor and Insurance Company own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center. Failure to pay any such related charges will result in termination of any further coverage under the Plan.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the lesser of (1) cost of authorized repairs, (2) cost of product replacement with a product with comparable performance, (3) cost of reimbursement for repairs or replacement authorized in advance by New Leaf Service Contracts, LLC or (4) the price that you originally paid for the product. **UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT COVERED.** In the event that the total of any and all authorized repairs and other coverage (e.g. food spoilage, surge protection reimbursement, rental reimbursement, etc.) exceeds the purchase price paid for the product, or we replace the product, we shall have satisfied all of our obligations under this Plan.

## **OPTIONAL PLANS**

**Screen Protection Plan** – if purchased, this Plan will furnish labor and replacement parts necessary to replace your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or manufacturer defects. This Plan is limited to two screen replacements during the term of this

Plan; and must be purchased in conjunction with the Plan. This Plan provides carry-in service unless the corresponding Plan provides on-site service.

**Major Component for Appliances** - If you purchased a Service Agreement for a Major Appliance and Your receipt indicates You purchased an additional Major Component for Appliance Service Agreement, then You will receive an additional five (5) years of coverage for the Major Component Part (AC, Dehumidifier, Refrigerator or Freezer Sealed Refrigeration System, Cooktop, Range or Wall Oven Electric or Gas Heating Elements, Range Hood Ventilation Motor, D/W Motor/Pump Assembly, Dryer Motor, Warming Drawer Electronic Board, Washer/Dryer Combo Motor, Microwave Magnetron Tube, Washer Motor or Transmission) from the end of Your Major Appliance Service Agreement. Major Component coverage, when purchased alone, will cover the Major Component Part for only five (5) years from the date of purchase of Your Product. Major Component coverage is only for the Major Component Part in the event of a mechanical or electrical failure and does not include coverage for any other part that should fail.

**Commercial Plan** – for products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Plan will furnish replacement parts and/or labor necessary to maintain your covered product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these products, this Plan will begin from Day One and continue for the period of time defined on your sales receipt. Selected products are manufactured specifically for commercial use and include a manufacturer's warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. (For additional coverage information, refer to the Repair Plan listed above.) *Note: Special Features, Benefits or Optional Plans (i.e. Food Loss, Screens, etc.) are not available for products covered under the Commercial Plan.*

**Accidental Damage From Handling (ADH) Coverage** - If purchased, ADH coverage augments Your Service Agreement by providing protection against sudden and unforeseen accidental damage from handling to Your Product, provided such damage was in the course of regular and normal use of the Product by You, subject to the exclusions below. In the event of a covered claim, We will furnish or pay for labor and/or parts required to repair Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to reimburse You or to replace Your Product with a product of equal or similar features and functionalities.

ADH Coverage does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional damage associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided, made available or recommended for use with Your Product, it is expected that You will continually use these product accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

## **SPECIAL FEATURES**

**Food Loss** - To receive coverage for food loss, the failure of your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to \$200.00 per qualified service repair. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator/Obligor and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

**Power Surge** – This feature protects your covered product against damage or defects caused by a power surge up to a maximum of the lower of \$500.00, or the replacement cost of the product over the life of the contract while your covered product is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered product. A UL-approved surge protector is not required for Major Appliances.

**No Lemon Guarantee** – If the Covered Product has three service repairs completed, which first began after the manufacturer's warranty term had expired, and a fourth such repair is required, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original purchase price. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related

problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this No Lemon Guarantee.

**Worldwide Service** – Worldwide Service protects your covered product outside the manufacturer’s warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. Contact the Administrator/Obligor via e-mail us at [internationalsupport@newleafsc.com](mailto:internationalsupport@newleafsc.com) to leave a message for warranty support; or you may call collect, 1.877.659.6519.

You will need to carry the covered product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator/Obligor, using one of the options above, so total repair can be approved. You will submit payment to the service center and then submit to the Administrator/Obligor a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number, and include a thorough description of the repair made. This documentation should be sent to the Administrator/Obligor. The Administrator/Obligor will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. **Note:** Worldwide service does not include shipping or on-site service.

### **SERVICE LOCATION**

**On-site Service:** If your Plan provides on-site service and your product needs repair, call 1.877.659.6519 to arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 50-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

**Carry-In Service:** If your Plan provides carry-in service and your covered product needs repair, call 1.877.659.6519 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting your product to the designated service center. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

### **IF YOUR PRODUCT NEEDS REPAIR**

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call the Administrator/Obligor at 1.877.659.6519 (available 24 hours a day) to obtain authorization prior to having repairs made. For on-line service log onto [www.newleafservicepro.com](http://www.newleafservicepro.com). For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer’s warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- Do not return the covered product to your retailer unless so instructed by the Administrator/Obligor.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer’s delays, shipment to a service facility or acts of God.

### **IMPORTANT CONSUMER INFORMATION**

If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221, 1-800-282-8913. Please enclose a copy of your Plan and proof of product purchase. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator/Obligor in writing or call 1.877.659.6519 with the date of exchange, make, model, and serial number of the replacement product

within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. If you transfer ownership of the covered product, this Plan may be transferred by sending to the Administrator/Obligor, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer along with a \$25.00 transfer fee. The cancellation provisions of the Plan apply only to the original purchaser of the Plan.

The Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

### **EXCLUSIONS FROM COVERAGE**

The Plan does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to Plan issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, toner, ribbons, belts, gaskets, drums, developer, ink or ink cartridges or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; failure to reset timer after a lamp replacement; or exploding or dimming lamps; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer); removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance; software and software related problems; damage resulting from computer viruses; any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product; signal reception or transmission problems resulting from external causes.

Other exclusions include, but are not limited to: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this Plan, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; television or personal computer monitor screen imperfections including burned-in images in CRT or Plasma Screens caused by video games, prolonged display of one or more video signals, unit abuse or for any other reason; repair of LCD/Plasma resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display

standards; control adjustments made to televisions to enhance screen image quality; Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; all products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements. The Plan excludes assisting consumers to obtain necessary hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

**You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair.** This Plan does not cover restoration of software or data, or data retrieval to your covered product. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

#### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall the retailer, Administrator/Obligor, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Plan is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

#### **OUR RIGHT TO RECOVER PAYMENT**

If you have a right to recover against another party for anything we have paid under the Plan, your rights shall become our rights. You shall do whatever is necessary to enable us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.

#### **CANCELLATION**

This Plan provides a 30-day free look period from the purchase date of the Plan. You may cancel this Plan by informing the selling retailer of your cancellation request within 30 days of the purchase of the Plan and you will receive a 100% refund of the full purchase price of the Plan. If your cancellation request is made more than 30 days from the date of purchase, you will receive a pro-rata refund of the Plan purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed the cost of the contract or \$50.00, whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

If We cancel this Plan, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

#### **TO RENEW THIS SERVICE PLAN**

To renew your coverage, please call 1.877.659.6519 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. Renewal prices will be available from New Leaf Service Contracts, LLC upon request at time of renewal. *Note, not all products are eligible for renewal.*

#### **ADMINISTRATOR/OBLIGOR**

FL Residents: Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221

All other residents: Dealers Alliance Corporation, 8700 Freeport Parkway, Irving, TX 75065, 1.877.659.6519

## **SPECIAL STATE REQUIREMENTS**

State amendments to specific provisions of the terms of this Plan are as follows:

**Alabama only:** If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Plan to us. In the event We cancel the Plan, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

**Arizona only: CANCELLATION** - You may cancel this service contract at any time prior to the expiration date by sending written notice to the Administrator/Obligor. You will receive a pro-rata refund, less a \$50.00 administrative fee for cancellation of the service contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by you or known by you prior to purchasing this Plan.

**California only:** If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator/Obligor of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator/Obligor of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

**Connecticut only:** If applicable, arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this service contract or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with you. If We are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered product, the cost of any disputed repairs, and a copy of this service contract document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

You have a right to cancel this service contract if you return the product or if the product is sold, lost, stolen or destroyed. If this service contract is for less than one year of coverage, this Contract will be extended while your product is being repaired. This service contract does not include in-home service. The costs of transporting the product will not be paid for by the Administrator.

**Florida only:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** - This Plan is between Dealers Assurance Company and you, the purchaser. You may cancel your Plan by informing the Administrator/Obligor of your cancellation request. In the event the Plan is canceled by the Plan holder, return of the 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 behalf of the Plan holder. In the event the Plan is canceled by Us, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

**Georgia only:** Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Administrator/Obligor shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan. You may cancel this service contract at anytime by notifying the Administrator/Obligor in writing whereupon the Administrator/Obligor will refund the unearned pro-rata purchase price. The Administrator/Obligor may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia.

**Illinois only:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

**Nebraska only:** If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

**New Mexico only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.

**Nevada only:** The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator/Obligor in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$50.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use. If the Provider cancels your contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date. **Emergency Service** for covered products that provide heating or cooling of your dwelling. If the covered product you purchased provides heating or cooling for your dwelling, and you sustain a failure of such product that renders your dwelling uninhabitable, repairs will commence within 24 hours after you report the failure. Please call 1.877.659.6519 to report such a loss.

The following is added to the **IF YOUR PRODUCT NEEDS REPAIR** section of this contract. If emergency repairs render a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants, and the provider determines that repairs cannot practically be completed within three (3) calendar days after the report of the claim, we will provide you with a status report including the following: (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, including the status of any parts required for the repairs or service; (3) the estimated time to complete the repairs or service; (4) the contact information for you to make additional inquiries concerning the claim and a commitment by us to respond to such inquiries no later than 1 business day after such inquiry is made.

**New York:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**North Carolina only:** The purchase of a service contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$50.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

**Oklahoma only:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - If You cancel this Contract within the first thirty (30) days and no claim has been authorized or paid, we will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Contract purchase price or Fifty dollars (\$50.00), whichever is less. If we cancel this Contract, one hundred percent (100%) of the contract purchase price will be refunded.

**Oregon only:** This Plan will cover services due to defects in materials, workmanship and normal wear and tear, subject to the exclusions below. However, This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement.

**South Carolina only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you



relating to the covered property or its use. If you have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803) 737-6180.

**Texas only:** If you have any questions regarding the regulation of the service contract Provider or a complaint against the Obligor, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**Utah only:** Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this service contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

**Washington only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

**Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The purchaser may cancel this service contract at any time. If you cancel this service contract within 30 days of the date of purchase, the Administrator/Obligor shall return 100% of the purchase price less actual costs or charges needed to issue and service the service contract. If you cancel this service contract Plan after 30 days, you will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$50.00. Unauthorized repairs may not be covered.

**Wyoming:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

***These terms & conditions are available on our website at [www.trynewleaf.com/abesofmaine](http://www.trynewleaf.com/abesofmaine) or call 1.877.659.6519 to have a copy mailed to you.***