

**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 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 877.659.6519.
- (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**.

**IIA. REPLACEMENT PLAN**

- (1) **TERM**: If **You** purchased an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt, or until a claim is paid, whichever occurs first. If **You** purchased the Date of Purchase Replacement Plan, the term of this **Agreement** begins on the product date of purchase or date of installation 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 face of this **Agreement** or as indicated in the Declarations Page, **Your** sales receipt or invoice. A renewal service **Agreement** is not available for the Replacement Plan. This **Agreement** shall expire upon replacement of the **Covered Product** or issuance of a compensation check to **You** in lieu of replacement of a **Covered Product**.
- (2) **COVERAGE**: We will replace the **Covered Product**, when required hereunder, due to a mechanical or electrical breakdown during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical breakdown caused by a direct result of a power surge. The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the **Covered Product**, excluding sales tax and shipping and handling costs. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require **Your** purchase of a new **Agreement** to receive coverage for the replacement product.
- (3) **LIMIT OF LIABILITY**: The limit of liability under the Replacement Plan is the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, diagnostic fees, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE**: Contact the **Administrator** and **You** will be advised on how to obtain a replacement product.
  - Call the toll-free number at 877.659.6519 or go online to [www.newleafsc.net/abesofmaine/terms](http://www.newleafsc.net/abesofmaine/terms).
  - **You** may be required to provide the original sales receipt in order for a claim to be processed. Products found to be non-defective will be returned to **You**. **You** are responsible for all costs of postage, insurance, packaging and shipping. Please make sure the **Covered Product** is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the **Covered Product** is damaged during shipping and it is determined that no valid claim existed prior to shipping.
- (5) **POWER SURGE PROTECTION**: This **Agreement** provides power surge protection from the product date of purchase in the absence of any insurance coverage. If the **Covered Product** is damaged as a result of a power surge, we will replace the **Covered Product** in accordance with the terms herein.
- (6) **ACCIDENTAL DAMAGE IN HANDLING ("ADH")**: If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. Immersion of Your **Covered Product** is not covered under this Plan. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. In order for the accident to be covered under this **Agreement**, the user at the time of damage must be the original purchaser of the **Covered Product**. If needed, the replacement value of the **Covered Product** will be solely determined by the Administrator of this **Agreement**.
- (7) **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 **Agreement** will provide coverage for the **Covered Product** that is used in a Commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this plan will begin from the product date of purchase and continue for the period of time stated on **Your** sales receipt; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's 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. Major Component coverage for appliance service agreements, is not available for products under the Commercial Plan.

## **IIB. 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) **LIMIT OF LIABILITY:** Our limit of liability for the Covered Product under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the Covered Product as determined by Us, with a product of similar quality and features, provided however, in no event will Our total liability for repairs and/or replacement exceed the original purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery, shipping and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.
- (4) **NO LEMON POLICY:** This Agreement provides that following the expiration of the term of the Covered Product's manufacturer's warranty, and subject to Our Limit of Liability, after three (3) service repairs have been completed for the Covered Product for the same problem, as determined in Our sole discretion, in lieu of performing a fourth (4<sup>th</sup>) repair on the Covered Product, We may replace it with a product of like kind or similar features, or issue a check to You in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "LIMIT OF LIABILITY." If We replace the Covered Product, all Our obligations for the Covered Product under this Agreement terminate.
- (5) **HOW TO REQUEST SERVICE:** To request service for the Covered Product, contact the Administrator toll-free at 877.659.6519, or go online to [www.newleafsc.net/abesofmaine/terms](http://www.newleafsc.net/abesofmaine/terms). 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.
- (6) **SERVICE DELIVERABLES:** You will receive service on the Covered Product as described below:
- Carry-In:** Unless otherwise provided in this Agreement, the Covered Product must be shipped or delivered and retrieved by You at Our authorized service center during normal business hours.
- In-Home/On-Site:** Service will be performed in Your home or on-site as indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice provided You have fulfilled the following requirements: (1) provide Our authorized technician with accessibility to the Covered Product; (2) provide a non-threatening and safe environment for Our authorized technician; and (3) an adult over the age of 18 must be present for the period of time Our authorized technician is scheduled to provide service and while Our authorized technician is on Your property servicing the Covered Product. In-Home Service will be provided by Our authorized service provider during regular business hours, local time, Monday through Friday, except holidays. Our authorized service center may opt to remove the Covered Product to perform service in-shop. The Covered Product will be returned upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this Agreement, and are Your responsibility.
- Depot Service:** If depot service is included with Your Agreement We will provide 3-way shipping to and from a depot service center of Our choice.
- Reimbursement:** If We reimburse You for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan", You are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnosis fees, trip charges, sales tax and installation. **How to file a reimbursement claim:** You must call Us at 877.659.6519 to file a claim. You must contact a manufacturer authorized service provider in Your area. You must contact Us at 855.608.4501 once Your Product has been diagnosis and provide the estimate needed for repair. We will provide You with an approval number. Once the repair has been completed, You must pay the service provider and email [claims@newleafsc.net](mailto:claims@newleafsc.net) or fax 972.993.1512 Us a copy of the completed rental or repair invoice. The service facility or rental invoice must include the Make, Model and Serial Number of the Covered Product, the reason for repair and cause of loss of the Covered Product, an itemized list of the charges, proof of payment, and Your name, address and phone number. We will reimburse You with a check within two weeks. Failure to provide all claim documentation may result in claim denial. If the Covered Product requires repair, You must obtain a proper repair authorization number prior to work being performed. We are not responsible for delay in service or loss of use of the Covered Product.
- (7) **POWER SURGE PROTECTION:** This Agreement provides power surge protection from the product date of purchase in the absence of any insurance coverage. If the Covered Product is damaged as a result of a power surge, we will service the Covered Product in accordance with the terms herein.
- (8) **FOOD LOSS:** To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, the failure of Your refrigerator or freezer must be due to a defect in the components of the appliance, and not a power failure of any kind. You will be reimbursed up to two hundred dollars (\$200) once during the coverage period. To receive payment, You must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, and itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase for the replaced food.
- (9) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the Covered Product is protected against accidental damage in handling such as drops and liquid spills. This Agreement does not cover immersion of the Covered Product in any liquid substance. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this Agreement. For the purpose of this Agreement, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires from You an explanation of where and when the accident occurred as well as a detailed description of the actual event and nature of the damage. Accidents that occur while the Covered Product is being used by or in the possession of any person other than the original purchaser of the Covered Product are not covered under this Agreement. In the event that a replacement of the Covered Product is necessary, the Administrator

shall have sole discretion to determine the replacement value of the **Covered Product**.

- (10) **LAPTOP SCREEN PROTECTION:** If You purchased Laptop Screen Protection or ADH coverage, this Plan provides coverage for labor and replacement parts necessary to repair or replace Your laptop screen should it become inoperable but not more than twice during the term of this Plan. There is no deductible under this plan.
- (11) **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 **Agreement** covers replacement parts and/or labor necessary to maintain the **Covered Product** that is used in a Commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on Your sales receipt; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's 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. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, is/are not available for products under the Commercial Plan.
- (12) **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, covers the Major Component part for five (5) years from the date of purchase of the **Covered Product**. Major Component coverage, when purchased in conjunction with a major appliance comprehensive Parts & Labor Repair Plan, covers the Major Component part for an additional five (5) years of coverage beginning upon the expiration of the comprehensive Parts & Labor Repair Plan. Major Component coverage is only for the Major Component parts in the event of a mechanical or electrical failure of the major component and does not include trip charges, or any other parts that should fail. Major Components eligible for coverage are: 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.
- (13) **FURNITURE PROTECTION:** Coverage for stains and accidental damage is effective upon date of delivery of the **Covered Product** to You. Accidental damage coverage includes: stains to area rugs, fabric, vinyl or leather as a result of normal spills from food and beverage and human or pet biological stains, ball point pen ink and nail polish. Accidental punctures or rips to fabric, leather or vinyl from external causes caused by a single incident; accidental chipping or gouges to wood and other surfaces, as well as accidental breakage and loss of silvering to mirrors.

### 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.

**Specific to Above Ground Pools:** In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) Failure due to, but not limited to, improper water chemistry, freezing, plumbing, water loss, negligence, fire, lightning, power failures and/or surges, rust, corrosion, water supply failure and moisture related problems on electronic accessories; (2) draining or refilling pool with water; and (3) Nonfunctional or aesthetic parts, except as noted above, including but not limited to decks, vacuums and hoses.

**Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of

data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.

Specific to Jewelry: In addition to the exclusions listed above, We will not replace damaged, lost or stolen gem stones or beads.

Specific to Lawn & Garden Equipment and Power Tools: In addition to the exclusions listed above, this Agreement does not cover (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) this Agreement does not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) this Agreement does not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

Specific to Fitness Equipment & Other Sporting Goods: In addition to the exclusions listed above, this Agreement does not cover (1) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

Specific to Furniture: In addition to the exclusions listed above, this Agreement does not cover (A) defects, stains, or damages caused as a result of, abuse, misuse, physical force or furniture that is in an unserviceable condition; (B) neglect, theft, vandalism or malicious mischief; (C) accidents unless otherwise noted under the Coverage's section; (D) collapse or explosion; (E) spillage of any kind unless otherwise noted under the Coverage section; (F) exposure to weather conditions and/or environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions; natural disasters; moisture water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts or God; (G) riot, nuclear radiation, war or hostile action, radioactive contamination; (H) intentional or accidental damage by third parties; (I) sun fade or direct exposure to sunlight, bright light or extreme heat, extreme temperature or humidity changes, atmospheric conditions, any heating process, and/or drying; (J) fungus, mold, mildew, rot or rust; (K) vermin or insects; (L) stain or damage cause by incontinence; (M) any independent services or repair contracts, such as but not limited to plumber, painter or other service or maintenance personnel and/or damage caused by any repair personnel or any owner, employee or third party; (N) damage occurring prior to or during delivery or while furniture is being moved between residences or into or out of storage; (O) pet damage (except bodily fluids as outlined under the Coverage's section); (P) scratches; (Q) appliance malfunctions and any resultant leak there from; (R) any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions; (S) signs of soiling include darkened areas where the body comes into contact with the furniture (these darkened areas are signs of soil build-up, which is not covered); (T) general maintenance and overall cleaning of the furniture is the consumer's responsibility; (U) damage due to harsh or corrosive chemicals; (V) acids, including without limitation, dyes and inks (except ballpoint), plant food and fertilizer and bleach, gum; (W) any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; (X) coverage under another insurance program; (Y) delivery and/or redelivery and/or loss or damage to the Covered Product while in the course of transit; (Z) design deficiency; (AA) fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; (AB) odors; (AC) variation of the color, or graining of wood or wood products, marble or leather; (AD) split leathers used in seat cushions, back cushions or top or inside arm areas; (AE) natural markings on leather, such as, healed scars, insect bites, brand marks or wrinkles, or suede, and leathers with embossed patterns other than those stimulating natural cowhide; (AF) non-bovine leathers, nubuck and other buffed leathers; (AG) stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) stone or sand abrasion; (AI) loss or damage resulting from: pre-existing conditions known to You; (AJ) wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) color loss or cracking and peeling on any leather or vinyl; (AL) splits or bi-cast leather; (AM) furniture that is used for commercial, institutional, outdoor or rental purposes.

Specific to Home Automation: In addition to the exclusions listed above, this Agreement does not cover any loss, repairs or damage caused by or resulting from: (A) pre-existing conditions incurred or known to you (pre-existing means a condition prior to Plan issuance); (B) any repair covered by a manufacturer's warranty or any insurance; (C) installation, or improper installation; or improper installation of customer replaceable components, modules, parts or peripherals; (D) damage or 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, water damage, freezes, storms, wind, windstorm, hail, earthquake, animal or insect infestation, etc.; (E) damage or failure caused by riot, nuclear radiation, war, hostile action, or radioactive contamination, etc.; (F) battery failure or leakage; (G) collision, collapse, or explosion; (H) liquid spillage of any kind; (I) signal reception, transmission problems resulting from external causes, interruption of electrical service, loss of power, improper use of electrical/power, power "brown-out", power overload or power surge (unless covered in the Special Features section of this document); (J) neglect, misuse, abuse, intentional damage, malicious mischief, theft, mysterious disappearance, vandalism or accidental damage; damage cause by dropping (K) rust, corrosion, warping, bending, etc.; (L) damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product; (M) 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.; (N) loss of or repair to components within the product not originally covered by the manufacturer's warranty; (O) failure to product attachments not provided by the manufacturer or included in the original sale; (P) loss of or repair to components that 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, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, etc.; (Q) failure to reset timer after a lamp replacement; (R) exploding or dimming lamps; (S) repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; (T) non-failure problems including but not limited to noises, squeaks, etc.; (U) operational errors on the part of the consumer; (V) unauthorized repairs, adjustments, manipulation or modifications made by anyone other than an authorized service technician; (W) normal periodic or preventative maintenance, user education, set up adjustments, cleanings or 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; (X) software and software related problems or damage resulting from (Y) any damage to recording media including any program, data or setup resident on any mass storage devices, (Z) 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; (AA) Covered Products with removed or altered serial numbers; (AB) 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; (AC) television or imperfections including burned-in images, in resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards; (AD) control adjustments made to televisions to enhance screen image quality; (AE) Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude; (AF) products used in applications that require continuous business and/or commercial operation, or are used for, industrial, educational or public use purposes or offered on a rental basis; (AG) equipment sold without a manufacturer's warranty or "as is". ' (AH) removal or disposal of this product in order to comply with EPA disposal requirements; (AI) 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.

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. **Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call 1.844.560.8524 on or before the expiration date of this Plan. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.
- B. **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.
- C. **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.
- D. **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.
- E. **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.**

- F. **Cancellation:** This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement**. **You** may cancel this **Agreement** by informing the **Selling Retailer** of **Your** cancellation request within thirty (30) days from the date of purchase of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. 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 the cost of the contract or \$50.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) 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.
- G. **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.

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

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

**Alabama:** 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.

**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.

**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.