



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 Oklahoma License No. 864264, 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 844.759.7963.
- (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. 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, delivery and handling costs.
- (4) HOW TO REQUEST SERVICE: Do not return the Covered Product to the Selling Retailer where You purchased the Covered Product. Contact the Administrator and You will be advised on how to obtain a replacement product.
  - Call the toll-free number at 844.759.7963 or go online to [www.newleafsc.net/howards](http://www.newleafsc.net/howards).
  - 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.

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 844.759.7963, or go online to [www.newleafsc.net/howards](http://www.newleafsc.net/howards). 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:** How to file a reimbursement claim: You must call Us at 844.759.7963 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) **WORLDWIDE SERVICE:** Worldwide Service protects the Covered Product during the coverage period when you travel overseas. If the Covered Product needs repair while You are in possession of it outside the United States, You have three options to obtain a proper repair authorization number prior to work being performed. Contact the Administrator via e-mail at [internationalsupport@newleafsc.net](mailto:internationalsupport@newleafsc.net) to leave a message for customer support; or You may call collect, 855.620.9048. You will need to carry the Covered Product into an authorized service center designated by the Administrator, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair can be approved. You must submit payment to the service center for the costs of its repair services and then submit to the Administrator a copy of the detailed service repair invoice that identifies the Covered Product, the repair authorization number, and includes a thorough description of the repair made. You must send this documentation to the Administrator. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed to the Covered Product. Note: Worldwide service does not include shipping or on-site service costs.
- (8) **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.
- (9) **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.
- (10) **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.
- (11) **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.
- (12) **COMMERCIAL PLAN:** For residential and commercial grade 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.

- (13) **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, covers the Major Component part and associated labor 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 and associated labor 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 and associated labor 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. To file a major component claim, You must first contact the Administrator to obtain a service order. Once a service order is obtained, the unit can be repaired and the detailed service invoice submitted to the Administrator for reimbursement of the eligible and covered portions of the repair. The Administrator is not responsible for repairs that are not included under this Agreement. Major Components eligible for coverage are:

A/C: Compressor  
Dehumidifier: Compressor  
Refrigerator/Freezer: Compressor  
Gas Cooktop/Range/Wall Oven: Spark/Igniter Module  
Electric Cooktop/Range/Wall Oven: Heating Elements (including surface, bake & broil)  
Range Hood: Ventilation Motor  
Microwave: Magnetron Tube  
Dishwasher: Motor  
Clothes Dryer: Motor  
Clothes Washer: Transmission  
Clothes Washer/Dryer Combo: Motor & Transmission  
Wine Cooler: Compressor  
Trash Compactor: Motor

- (14) **DELIVERY/INSTALLATION:** If Your original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this Agreement, and the Covered Product is deemed irreparable by the Administrator, if You receive a replacement product pursuant to these terms and conditions and it is necessary for Us to remove the Covered Product for it to be replaced, We will cover the normal removal and re-installation costs for Your replacement product, exclusive of any custom work such as tile, flooring, wall paper, borders, and all parts such as mounting brackets, kits, etc. that may be necessary to complete the installation.

### 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; (S) coin mechanisms.

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 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.

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 1.844.759.7963 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. **Transferability:** This Agreement is transferable by the original purchaser for the balance of the original term of this Agreement. The transfer of this Agreement and the Covered Product may be registered by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and a check for twenty-five dollars (\$25) payable to New Leaf Service Contracts, LLC within 10 days of product transfer of ownership. The manufacturer's warranty may not be transferrable.
- C. **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.
- D. **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.
- E. **Deductible:** There is no deductible required to obtain service for repair or replacement of the Covered Product.
- F. **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 or the Parties' acknowledgement of no agreement as to class arbitration 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.

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

INSURANCE

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

FINANCIAL GUARANTEE

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

STATE REQUIREMENTS AND DISCLOSURES

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

**Alabama:** A twenty-five dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) 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 mediation 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. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. 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 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 forty-five (45) 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. 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.

**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.

ARBITRATION section is amended to include the following: 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.

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

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

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

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

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