



**MONARK**<sup>SM</sup>  
PREMIUM APPLIANCE

Administrator: New Leaf Service Contracts, Inc. 909  
Lake Carolyn Parkway, Suite 900, Irving, TX 75039  
www.TryNewLeaf.com

**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** will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

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

**I. DEFINITIONS**

- (1) "**Obligor**", "**We**", "**Us**" and "**Our**": The company obligated under this Agreement, Applied Warranty Services, LLC, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503 in all states except the following: In Florida, Generali Warranty Services, LLC, 601 Brickell Key Drive, Suite 605, Miami, FL 33131 (833) 985-1503.
- (2) "**You**" and "**Your**": The original purchaser of the **Covered Product** or the owner of the product whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) "**Administrator**": New Leaf Service Contracts, Inc, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 877.676.8317.
- (4) "**Selling Retailer**": The entity selling the **Covered Product** and this **Agreement**.
- (5) "**Covered Product**": The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

**II. ELIGIBILITY**

(1) **The following products are eligible for coverage:**

- **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, and combination units.
- **Small Appliances**, such as coffee makers, blenders, food processors, mixers, toasters, pressure cookers, air fryers, deep fryers, mini fridges, rice cookers, slow cookers, roasters, juicers, popcorn machines, snow cone machines, waffle makers, hot plates, portable heaters, smart thermostats and indoor electric portable fans, sink garbage disposals, and vacuum sealers.
- **Electronics**, such as televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, film and digital cameras, lenses, RC Toys, action cameras, 360 cameras, lighting equipment, video cameras, microphones, mixers, audio interfaces, audio recorders, flashes, monolights, light reflectors, karaoke machines, headphones, digital picture frames, drones, DVD, VCR, and BLU-RAY players, home theater systems, printers, projectors, telephones, and video cameras.
- **Jewelry**, such as rings, necklaces, earrings, bracelets, and watches.
- **Lawn & Garden and Power Tools**, such as lawnmowers, tractors, power generators, drills, saws, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, and metal detectors.
- **Fitness Equipment**, such as climbers, steppers, exercise bikes, ellipticals, lifecycles, rowing machines, and treadmills.
- **Sporting Goods**, such as golf clubs, bicycles, skis, snowboards, basketball goals, goggles, helmets, volleyball nets and connecting poles, pool tables, ping-pong tables, hockey sticks, hockey and soccer goals, baseball bats, pitching nets, batting nets, tennis rackets and strings, scooters, motor bikes, fishing poles, hunting rifles, lacrosse sticks, and lacrosse goals.
- **Outdoor Cooking**, such as gas grills, pellet grills, electric grills, outdoor fryers, charcoal smokers, outdoor pizza ovens, air fryers, outdoor portable ovens, single-burner portable grills
- **Shoes & Outerwear**, Athletic Shoes, Sneakers, Casual Shoes, Dress Shoes, Outdoor Shoes, Boots, Flats, Loafers, Pumps, Sandals, Slippers, Ski Jackets, Ski Pants and Coats.
- **Pet Kennels & Carriers**
- **General Merchandise**, such as refrigerators, dishwashers, clothes dryer, washer, humidifiers, ranges, stoves, ovens, cooktops, freezers, air conditioners and combination units, small kitchen electrics, hot water dispensers, humidifiers, portable heaters, electric fireplaces, smart thermostats, indoor electric portable & ceiling fans, vacuums, floor steamers, irons, fabric steamers, portable & non-portable AC, sewing machines, irons, luggage, lawnmowers, power generators, drills, saws, grinders, sanders, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, air compressors, electric welders, wet/dry vacuums, tillers, wood splitters, wood chippers, snow blowers, metal detectors, gas grills, pellet grills, electric grills, outdoor fryers, charcoal smokers, outdoor pizza ovens, air fryers, outdoor portable ovens, single-burner portable grill, electronic toys, bikes, pools, spas, hair dryers, hair trimmers, foot spas, massagers, blood pressure monitors, fitness trackers, tread mills, stationary bikes, steppers, electric keyboards, pianos, acoustic guitars, and electric guitars.
- **Furniture**
  - **Covered Products:**
    - A. Fabric Furniture
    - B. Area Rugs
    - C. Leather, Vinyl & Nubuck Furniture, Suede
    - D. Mattresses such as Innerspring mattresses that use a core support system made of metal springs or coils and box spring purchased at the same time as Covered mattress; Memory foam (polyurethane foam); and Hybrid mattresses combine an innerspring coil support system with memory foam.
    - E. Adjustable Beds with motorized multi-hinged foundations such as an adjustable base, adjustable bed frame or power base including mattress.

- F. Wood, Mirrors & Other Hard Surfaces (includes: metal, glass, laminate, stone)
- G. Case Goods such as bureaus or bookcases that provide interior storage space; and dining-room and bedroom furniture sold as sets
- H. Outdoor Furniture Products must have at least a ninety (90) day(s) valid manufacturer warranty in effect when plan is purchased.
- **Covered Product must be free of stains and damage when delivered or installed.**
- **Products used in a residential setting.**
- **Furniture Plan Types**
  - Comprehensive Plan
  - Comprehensive Plus Plan with "Pet damage coverage. **NOTE: Area rugs are NOT covered under the Comprehensive Plan with pet damage coverage.**
  - Available plan types may vary by Selling Retailer.

(2) Products must have at least a ninety (90) day(s) valid manufacturer warranty in effect when plan is purchased.

### **IIIA. 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. If **You** purchased the Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered 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 runs congruent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. A renewal service agreement is not available for the any type of Replacement Plan. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of a compensation check or **Selling Retailer** store credit 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 failure during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Failure of the **Covered Product** must be reported within 30 days of the original failure date. 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, shipping, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product.  
**Specific to Shoes & Outerwear:** The **Covered Product** is protected against accidental damage in handling including punctures, rips, tears or cuts, seam or sole separation (due to a single incident). ADH only covers a structural failure caused by a single incident and does not include protection against theft, vandalism, mysterious disappearance, misplacement, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, improper laundering, 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 accidental damage occurred as well as a detailed description of the actual event. In order for the accidental damage to be covered under this **Agreement**, the user at the time of damage must be **You**. If needed, the replacement value of the **Covered Product** will be solely determined by the Administrator of this **Agreement**.
- (3) **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE:**
- Call the toll-free number 877.676.8317 or, or go online to [www.newleafsc.net/monark](http://www.newleafsc.net/monark).
  - **You** may be required to provide the original sales receipt in order for a claim to be processed. **Covered Products** found to be non-defective will be returned to **You** at **Your** expense. **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 or handling.
- (5) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of 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. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (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 **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's 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 Accidental Damage occurred as well as a detailed description of the actual event. If needed, the replacement value of the **Covered Product** will be solely determined by the Administrator of this **Agreement**.

### **IIIB. PARTS & LABOR REPAIR PLAN**

- (1) **TERM:** If **You** purchased a Parts & Labor Date of Purchase 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 runs congruent with the manufacturer's warranty, 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**. Failure must be reported within 30 days of the initial failure to be eligible for coverage. If the **Covered Product** cannot be repaired or 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 replace the **Covered Product** as determined by **Us** with a product of like-kind, similar quality or features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will replace the **Covered Product** as determined by **Us** with a product of like-kind, similar quality or features.
- 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 failure, including those experienced during normal wear and tear, as well as a mechanical or electrical failure caused by a direct result of a power

surge (in the absence of insurance coverage). Costs related to the removal and reinstallation of **Your Covered Product** are not covered under this **Agreement** and are **Your** responsibility. **You** are responsible to back up all computer software and data prior to commencement of repair of the **Covered Product**.

- B. **For Jewelry:** We will furnish the parts and labor necessary to repair or replace the **Covered Product** only in the event of mechanical failure or defects in manufacturer's workmanship and/or materials, including normal wear and tear. We will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. Coverage also includes the following services for the **Covered Product**: ring sizing as result of weight change; refinishing and polishing; rhodium plating white gold; earring repair; chain soldering; resetting diamonds and gemstones; repair of chipped or cracked stones (including center stones); and replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of .50 carat per **Covered Product**, due to a defect in the setting.
- C. **For Watches:** We will furnish the parts and labor necessary to repair the **Covered Product** to a usable and wearable condition, provided, such repair is necessitated by the **Covered Product's** wear during its normal usage and under the conditions for which it was designed. Coverage also includes [battery replacement and] replacement for loss of stones from bezel up to a maximum of .10 carat per **Covered Product**. This **Agreement** covers mechanical failure of watches and accidental breakage of stem or band, case and crystal.
- D. **For Lawn & Garden Equipment and Power Tools:** The **Covered Product** will be restored to normal operating condition after it has failed during normal single-family residential use, including failures due to normal wear and tear. The **Agreement** covers the cost of labor and parts necessary to repair the **Covered Product** for problems due to mechanical or electrical failures.
- E. **For Fitness Equipment & Other Sporting Goods:** We will repair or replace the **Covered Product** for mechanical and electrical failures, including power surge (in the absence of insurance coverage), that occur during normal use and operation in accordance with the manufacturer's written specifications. This **Agreement** does not cover any product used in a commercial setting, unless a Commercial Plan has been purchased. This **Agreement** covers the repair and/or replacement of functional factory installed belts (including treadmill walking belts) and rollers required for the performance of the **Covered Product**.
- F. **For Outdoor Cooking Equipment:** The **Covered Product** will be restored to normal operation condition after it has failed during normal, single-family residential use, including failures due to normal wear and tear, granted the product is installed, operated and maintained according to the manufacturer's specifications as identified in the owner's manual for the **Covered Product**.
- G. **For Furniture:** We will provide cleaning kits OR pay for the parts and labor necessary to repair or replace the **Covered Product** in the event of mechanical or electrical failure, defects in manufacturer's workmanship and/or material, or accidental damage. 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**. Failure must be reported within thirty (30) days of the initial failure to be eligible for coverage. If the **Covered Product** cannot be repaired or 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 replace the **Covered Product** as determined by Us with a product of like kind, similar quality or features.

- WHAT IS COVERED

- 1. Mechanical & Electrical Failures
- 2. Frames & Adjustable Bed Frames
- 3. Springs
- 4. Mechanisms (Sleeper, Reclining, Inclining, Heating & Vibrating, Umbrella)
- 5. Stains from a specific incident (such as food, beverage, cosmetics, lotion, nail polish, nail polish remover, bleach, glue, grease, oil, suntan oil, paint, ball point pen, marker, crayon, gum, tar, wax, ink, dye, grass, mud, shoe polish, human & pet bodily fluids)
- 6. Accidental damage from a specific, single event:
  - a. Single Burn
  - b. Puncture, Rip, Tear or Cut.
  - c. Breakage
  - d. Liquid Ring or Mark
  - e. Dye Transfer
  - f. Heat Mark
  - g. Scratch, Gouge, or Chip (Wood & Hard Surfaces Only)
  - h. Checking, Cracking, Bubbling, or Peeling of Finish (Wood & Hard Surfaces Only)
  - i. Pet Damage - A single claim per contract period will be covered for:
    - Punctures, Rips, Tears, or Cuts to Upholstered Furniture
    - Scratches, Gouges, or Chips to Wood or Hard Surfaces
- 7. Loss of Silvering (Mirrors Only)
- 8. Breakage of Welds (Outdoor Furniture Only)

- (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 like kind or similar quality and features, and in no event will Our total liability for repairs and/or replacement exceed the original purchase price for the **Covered Product**. Upon replacement, this **Agreement** has been fulfilled. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE 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 within a 12 month period, as determined by Us, in lieu of performing a fourth (4th) repair on the **Covered Product**, We may replace it with a product of like kind or similar features, or issue a check or store credit 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** or issue a cash settlement of any kind, including a store credit, all of Our obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.
- (5) **HOW TO REQUEST SERVICE:** To request service for the **Covered Product**, contact the **Administrator** toll-free at 877.676.8317, or go online to [www.newleafsc.net/monark](http://www.newleafsc.net/monark). All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will 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. To avoid a non-covered claim, perform a hard reset as illustrated by the manufacturer in the owner's manual of **Your Covered Product**. For a **Covered Product** that uses batteries as the primary 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 authorized technician to Your location, You will be billed for that servicer's applicable trip charge. If You refuse service on a **Covered Product**, We are no longer responsible

for any costs associated with the repair or replacement of **Your Covered Product** and may choose to refund **You** the prorated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full cost or at a prorated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.

- (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** designated 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 or on-site 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 or on-site 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. If an authorized service provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, governed by the terms in section "Customer Reimbursement".
  - Depot Service:** If depot service is included with **Your Agreement**, **We** will provide 2-way shipping to and from a depot service center of **Our** choice.
  - Customer Service Reimbursement:** To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product** as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause **Your** claim to be denied. To file a service reimbursement claim: **You** must call **Us** at 877.676.8317 **before** contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Us** before contacting a non-authorized service provider. **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.
- YOUR RESPONSIBILITIES – SERVICE REIMBURSEMENT**
- i. Locate an authorized service provider in **Your** area and notify **Us** prior to scheduling a diagnosis visit.
  - ii. Contact the **Administrator** once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. **You** will be provided with an approval code if a repair is required due to a covered failure. 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 and paid repair invoice. The invoice must include: the make, model and serial number of the **Covered Product**, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and **Your** name, address and phone number. **We** will reimburse **You** with a check within two (2) weeks of receipt of the paid invoice with the required information.
- (7) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of 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. **You** may be required to provide proof of claim denial, if other insurance coverage is applicable.
- (8) **FOOD LOSS:** To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, (excluding wine coolers, ice-makers, and wine cellars) the failure of **Your** refrigerator or freezer must be due to a defect in the components of the appliance such as a mechanical or electrical failure, and not a power failure of any kind such as power surge. **You** will be reimbursed up to two hundred dollars (\$200) one time during the coverage period. To receive payment, the appliance must be repaired by an authorized service provider and the following must be submitted: a copy of the repair invoice, an itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase of the replaced food as indicated on the list of food lost prior to the repair of **Your Covered Product**. A list of lost food is required to be submitted to the **Administrator** within seventy-two (72) hours of the initial failure. The terms of food loss reimbursement are governed by the USDA Food Safety and Inspection Service guidelines and only covers items that are purchased in and require refrigeration. non-perishable items are not covered by this.
- (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 misconduct associated with handling and use, cosmetic damage and/or other damage that does not affect unit functionality, damage caused during shipment between **You** and **Our** service provider 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 Accidental Damage occurred as well as a detailed description of the actual event and nature of the damage. In the event that a replacement of the **Covered Product** is necessary, the original product will become **Our** property.
- (10) **COMMERCIAL PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for any use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this **Agreement** covers replacement parts and 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 the Declarations page of this **Agreement**, **Your** sales receipt or invoice; 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 **Selling Retailer's** parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Plan.
- (11) **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, only covers the Major Component part and associated labor if purchased for five (5) years from the date of purchase of the **Covered Product**. This plan does not include any special benefits such as food loss. Major Component coverage, when purchased in conjunction with a major appliance comprehensive Parts & Labor Repair Plan, covers the Major Component part and associated labor if purchased 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 if purchased 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. This plan does not include any special benefits such as food loss. 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 as referenced in the section titled "Customer Reimbursement". 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 Rotor/stator  
Clothes Washer/Dryer Combo: Motor & Transmission  
Wine Cooler: Compressor  
Trash Compactor: Motor

#### **IV. WHAT IS NOT COVERED**

- (A) Products without 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 without a manufacturer warranty, demonstrations models, etc.; (F) Parts or repairs due to normal wear and tear [unless otherwise specified or] unless tied to a failure, 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 Plan]; [(K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, with the exception of hand-held devices with worldwide coverage; [(L) Non-functional, cosmetic 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 (P) Any other loss other than a covered failure; (Q) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement; (R) Any failure or condition that results from abnormal usage of the Covered Product; (S) Coin mechanisms; (T) Failures that intensify as a result of negligence.

**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, cosmetic, 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);; phonograph cartridges and stylus; headphones; and] (5) burned-in image in CRT, plasmas, 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.

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

**Specific to Watches:** 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;; (2) costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and (3) products used in 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 or 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" section; (D) collapse or explosion; (E) spillage of any kind unless otherwise noted under the "Coverage" section; (F) exposure to weather conditions except furniture specifically made to be used outdoors 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 not caused by a food or beverage stain; (K) vermin or insects; (L) stain or damage caused 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; ; (Q) appliance malfunctions and any resultant leak therefrom; (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 ink 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 an 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) 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; (AE) non-bovine leathers; (AF) 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; (AG) stone or sand abrasion; (AH) loss or damage resulting from: pre-existing conditions known to You (pre-existing means a condition prior to Plan issuance); (AI) wear related issues, such as but not limited to, fading, wear stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AJ) color loss or cracking and peeling on any leather or vinyl; (AK) furniture that is used for commercial, institutional, or rental purposes; (AL) Your own material furniture including, but not limited to, reupholstered or handmade furniture; (AM) wicker, rattan, and teakwood furniture; (AN) massage chairs; (AO) stains or damage to suede, split-grain leather hide or exotic leathers; (AP) manufacturer quality issues such as stress tears, fabric flaws, fading, color loss or change, loss of foam or resiliency, cracking and peeling of leather or vinyl, natural leather markings, and defects in design and workmanship; (AQ) stains or damage that occur during assembly, delivery, installation, before furniture is delivered to Your residence, while the furniture is located outside of Your residence, while the furniture is in storage or being moved to or from storage or between residences; (AR) wear & tear caused by repeated use such as scuffing, soiling, hair/body oil, perspiration, surface abrasions, pilling or fraying of fabric, loose joints; (AS) stains or damage covered under any manufacturer warranty, recall, homeowner, renter or other insurance policy; (AT) stains or damage caused by structural problems, appliance malfunctions, acts of God or natural disasters, theft, vandalism or illegal activity (AU) stains or damage caused by independent contractors; (AV) Mattress stains due to human or pet bodily fluids. (AW) pet damage (such as damage from beaks, teeth, and claws) other than that caused by Pets and covered in III.B (2)

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; (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 this Agreement); (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) 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, including 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 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 You. (V) unauthorized repairs, adjustments, manipulation or modifications made by anyone other than an authorized service technician; (W) normal periodic or preventative maintenance, user education, setup 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 therefrom (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 Agreement, or loss of use or data during the period the Covered Product is at an authorized repair facility or otherwise awaiting parts; (AC) television 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 877.634.0965 on or before the expiration date of this **Agreement**. 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 **You** 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, Inc within 30 days of **Covered Product** transfer of ownership. Once contract has been transferred to new ownership, the person listed as the New Owner of the **Covered Product** assumes all responsibility to uphold the conditions of this **Agreement**. A copy of this **Agreement** may be obtained by the New Owner by contacting **Us** by phone at 877.676.8317 or by email at customer@newleafsc.net. 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.

Notwithstanding the foregoing, **You** 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**.

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. 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. Each Party is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorneys fees.

**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.**

- G. **Cancellation:** This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement** as long as no claims have been incurred. **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**

IN ALASKA, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY ILLINOIS INSURANCE COMPANY, NAIC # 35246, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN CALIFORNIA, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY APPLIED ASSURANCE COMPANY, NAIC # 21962, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN CONNECTICUT AND MAINE, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY PENNSYLVANIA INSURANCE COMPANY, NAIC # 21962, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN HAWAII, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY CALIFORNIA INSURANCE COMPANY, NAIC # 38865, 10825 OLD MILL ROAD, OMAHA, NE 68154. IN FLORIDA AND NEW YORK, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250 GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. IN ALL OTHER STATES, THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY CONTINENTAL INDEMNITY COMPANY, NAIC # 28258, 10825 OLD MILL ROAD, OMAHA, NE 68154.

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 APPLIED WARRANTY SERVICES (833) 985-1503.

#### **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. Exclusion (G) is amended to read as follows: **Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product while owned by You; any person's failure to follow the manufacturer's instructions for operation and care of the Covered Product while it is owned by you; 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.** CANCELLATION section is amended as follows: 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 an administrative fee to not exceed ten percent (10%) of the cost of the contract or \$75.00, whichever is less. 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 and Financial Institutions at (602) 364-2499 or difi.az.gov. 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:** The Obligor is Applied Warranty Services, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503.

**For residents of California, the Administrator of this Agreement is [New Leaf Service Contracts, Inc 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 877.676.8317.** 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 home appliances and home electronic products, if the Agreement is cancelled: (a) within thirty (30) 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 thirty (30) days, **You** will receive a pro rata refund, less the cost of any service received. 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 Household Goods and Services (BHGS). To learn more about this process, **You** may contact BHGS 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. https://bhgs.dca.ca.gov/](http://www.bhgs.dca.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**. In the event that the parties cannot reach agreement, **You** may file a formal written 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, including a description of any attempts made to resolve the dispute and the results of such attempts 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 **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

**Florida:** This **Agreement** is between the Provider, Applied Warranty Services, (License No. 41316) 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:** The obligor in Georgia is Applied Warranty Services. 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: For cancellations by **You** within thirty (30) days of the **Agreement** purchase price, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the returned **Agreement**. 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. 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:** If this Agreement is cancelled within 20 days of the date the service contract Agreement was mailed or within 10 days of delivery if this Agreement is delivered at the time of sale and no claims have been made, this Agreement holder is entitled a refund of 100% of the premium. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the Agreement to the Administrator. The administrative fee for cancellation after 20 days shall be no greater than 10% of the total purchase price. The issuer of this Agreement is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Obligations of the service company under this service contract are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed with the service company, the service contract holder is entitled to make a claim directly against the reimbursement insurance policy.

**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. Arbitration provision is removed.

**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**.

**Montana:** Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Continental Indemnity Company, NAIC # 28258, 10825 Old Mill Road, Omaha, NE 68154.

**Nevada:** ELIGIBILITY section is amended as follows: (3) If any **Covered Product** is essential to **Your** health and safety such that a malfunction would render **Your** residence unfit for a person to live in and because of defects that immediately endanger the health and safety of the occupants of the dwelling, and **We** determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then **We** will provide a status report to **You** and to the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) not later than 3 calendar days after the report of the claim. 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, and no cancellation fee will be applied. **We** may not cancel this **Agreement** except for fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim, non-payment by **You**, or if required to do so by a regulatory authority. **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. If **You** are not satisfied with the manner in which **We** have handled a claim, **You** may contact the Commissioner toll-free at (888) 872-3234. An UNAUTHORIZED MODIFICATION section is hereby added to the Agreement as follows: Notwithstanding anything in this **Agreement** to the contrary, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

**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. Our Oklahoma Service Warranty License No. is 509621103.

**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 46th day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina:** Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Continental Indemnity Company, NAIC # 28258, 10825 Old Mill Road, Omaha, NE 68154. 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:** Applied Warranty Services, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503. Lic #779. 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 46th 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 **Us** 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 **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. 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 877.676.8317 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.

**Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**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 877.676.8317 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: **We** may only cancel this **Agreement** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. 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 this **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. In the event of a total loss of the **Covered Product** that is not covered by a replacement of the **Covered Product** pursuant to the terms of this **Agreement**, **You** shall be entitled to cancel this **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid.

**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.