



**AGREEMENT - Consumer Electronics**  
**This Agreement is not a Contract of Insurance**

**PLEASE READ THIS AGREEMENT CAREFULLY.** It describes the protection **You** will receive in return for payment by **You**. **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 to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner's manual or product warranty. Refer to the Declarations Page of this **Agreement**, or **Your** sales invoice or receipt to determine the term of this **Agreement**, whether **You** purchased a Replacement or Repair Plan, and if there is a deductible required to obtain service.

**NOTICE: THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.**

**I. DEFINITIONS**

- (1) **"Obligor" "We", "Us" and "Our"**: The company obligated under this **Agreement**, **Warranty Corporation**, [10151 Deerwood Park Bldg. 100, Ste. 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 Bldg. 100, Ste. 500, Jacksonville, Florida 32256 800-888-2738] and in Wisconsin where it is **The Service Doc**, [10151 Deerwood Park Blvd, Bldg. 100, Suite 500, Jacksonville, FL 32256 (800)888-2738].
- (2) **"You" and "Your"**: The purchaser of the **Covered Product(s)** and any authorized transferee/assignee of the purchaser.
- (3) **"Administrator"**: [New Leaf Service Contracts, LLC, 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 (844)-573-8685]
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer item(s) which **You** purchased concurrently with and is covered by this **Agreement**.
- (6) **"ADH"**: 'Accidental Damage In Handling' of **Your Covered Product** as defined in section III of this **Agreement**.

**[[IIB. REPAIR PLAN]]**

- (1) **Term**: For the Repair Plan, the term of this **Agreement** begins on the date of purchase and continues for the period indicated on the Declarations Page, or on **Your** sales receipt or invoice. Coverage for mechanical breakdown and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty. **Waiting Period for ADH**: Coverage for Accidental Damage In Handling begins upon expiration of the Waiting Period indicated on the Declarations Page of this **Agreement**, or on **Your** sales receipt or invoice. 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. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**
- (2) **Coverage**: We will repair or replace the **Covered Product**, at **Our** discretion, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, or from Accidental Damage In Handling as defined below. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. Parts will be replaced with those of like kind and quality. We may use new or remanufactured parts. If the **Covered Product** cannot be repaired; if the cost of the repair exceeds the original purchase price; if parts are no longer available or are discontinued by the manufacturer, the **Covered Product** will be replaced as determined by **Us** with a product of similar quality and features. *You are responsible to backup all computer software and data prior to commencement of repair.*
- (3) **Limit of Liability**: **Our** limit of liability for **Your Covered Product** under the Repair Plan is the cost of authorized repairs and/or replacement as determined by **Us**, with a product of like quality and similar features. In no event will our total liability for any repairs and/or replacements exceed **Your** purchase price for the **Covered Product**, excluding sales tax, delivery 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 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 manufacturer warranty term, and subject to **Our** Limit of Liability, after three (3) service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance or pay **You** the remaining Limit of Liability. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**.
- (5) **How to Get Service**: **You** must contact the **Administrator** for the appropriate authorized service center. Call the toll-free number at (844)-573-8685] or go online to [www.polaroidesp.com](http://www.polaroidesp.com) All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. 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 item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.*
- (6) **Service Deliverables**: There may be a deductible required to obtain service for **Your Covered Product** as indicated on the Declarations Page of this **Agreement**. **You** will receive service on **Your Covered Product** as described below and as indicated on the Declarations Page of this **Agreement**:
  - **Carry-In**: Unless otherwise provided in this **Agreement**, **Covered Products** must be delivered and picked up by **You** at **Our** authorized service center during normal business hours.]
  - **Depot**: We will provide 3-way shipping to and from a depot service center of **Our** choice.
  - **In-Home**: Service will be performed in **Your** home as indicated on the Declarations Page of this **Agreement**, or on **Your** sales receipt or invoice provided **You** have fulfilled the following provisions: (1) accessibility to the product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time **Our** authorized technician is scheduled for service and while **Our** authorized technician is on **Your** property servicing **Your Covered Product**. In-Home Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays. Television 40" and larger will receive In-Home Service as stated above; all Televisions smaller than 40" will be repaired at an authorized Depot Center, unless the original manufacturer's warranty states otherwise. We will be responsible for all shipping and insurance costs; including to and from the designated Depot Center and packaging materials and applicable instructions. The authorized service center may opt to remove the **Covered Product** to

perform service in-shop. **Your 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 the authorized service center are not covered by this **Agreement**, and are **Your** responsibility.]

**(7) WORLDWIDE SERVICE:** Worldwide Service protects **Your Covered Product** outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. Contact the **Administrator/Obligor** via e-mail at [internationalssupport@newleafsc.net](mailto:internationalssupport@newleafsc.net) to leave a message for warranty support; or you may call collect, 844-573-8685.

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

#### **IV. POWER SURGE PROTECTION**

This **Agreement** provides power surge protection from the date of purchase in the absence of any other insurance coverage. If **Your Covered Product** is damaged as a result of a power surge, we will service **Your Covered Product** in accordance with the terms herein.]

#### **IV. LAPTOP SCREEN PROTECTION**

If **You** purchased Laptop Screen Protection or ADH this Plan provides coverage for labor and replacements 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.]

#### **VII. 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 (B) 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;] (C) Cleaning; Periodic checkups; preventive maintenance.; (D) Any and all pre-existing conditions that occur prior to the effective date of this **Agreement** and/or any product sold "AS-IS" including but not limited to floor models, demonstrations models, etc; (E) 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.; (F) 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; 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; (G) Loss or damage caused by; invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) 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; (I) Any product used in a commercial setting or rental basis; (J) (K) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, except as provided herein; (N) Accessories used in conjunction with a **Covered Product**; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this **Agreement**.

**Specific to Electronics:** In addition to any applicable exclusions listed above, this **Agreement** only covers the operating condition of **Your 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; (2) any installed accessory item; (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 and power connectors and connections; reception or normal signal; and (4) Speakers; remote controls; phonograph cartridges and stylus; headphones.

**Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, **We** do not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; 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; (3) broken or cracked LCD screens in portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating system 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.

**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 WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "WHAT IS COVERED".**

#### **VIII. CONDITIONS**

- (1) **Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at **Our** discretion
- (2) **Transferability:** This **Agreement** is transferable by the original purchaser for the balance of the original extended protection period. The **Covered Product** may be registered by mailing a letter that provides 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. The manufacturer's warranty may not be transferrable. This **Agreement** does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
- (3) **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- (4) **Subrogation:** If **We** pay for a loss, **We** may require **You** to assign **Us** **Your** rights of recovery against others. **We** will not pay 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.
- (5) **Arbitration:** In the event of a disagreement between **You** and **Us** concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day **You** filed **Your** claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the

expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which **You** live. Local rules will apply. A majority decision will be binding.

- (6) **Cancellation:** **You** may cancel this **Agreement** for any reason at any time. If **You** cancel **Your Agreement** within thirty (30) days of receipt of **Your Agreement** **You** must return to the **Selling Retailer** for a full refund. If **You** cancel after 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, and **You** will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. 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. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If **We** cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.
- (7) **Entire Agreement:** This is the entire Service **Agreement** between the parties, and no representation, promise or condition not contained herein shall modify these items.

#### IX. 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], 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 "DEALERS ASSURANCE COMPANY", [240 N. FIFTH STREET, SUITE 350, COLUMBUS, OH 43215, (800) 282-8913]. 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.

#### X. STATE REQUIREMENTS AND DISCLOSURES

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

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

**Arizona:** In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (D) 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].

**Arkansas:** 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**.

**California:** 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**. 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, [3485 Orange Grove Avenue, North Highlands, California 95660], or **You** may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

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

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

**Florida:** 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 (D) 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 thirty (30) 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 a **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 outstanding 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 thirty (30) 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.

**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. This Agreement may contain a Waiting Period. Please check Your Declarations page to see whether a Waiting Period exists for this Agreement and, if so, what the length of the Waiting period is.

**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 thirty (30) days of receipt of returned Service Agreement.

**New Mexico:** CANCELLATION section is amended as follows: 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 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 issued by the manufacturer or wholesale company marketing the product covered by this Agreement. This Agreement will not be honored by such manufacturer or wholesale company. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION 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. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium. Arbitration does not preclude Your right to a judicial review. If Agreement by arbitration is not reached within three months from the date of the demand for arbitration, You retain the right to sue the tortfeasor.

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

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

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

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

Any matter in dispute between You and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**Wisconsin:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (L) and the "unauthorized repairs and/or parts" exclusion is removed. This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. 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.

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