



Contract #:
 Selling Retailer:
 Contract Sale Date:
 Expiration Date:
 Contract Holder: <Name>
 <Address>
 <City, State, Zip>

Description of Covered Item(s): _____

Service Contract Price: <\$_____>

FURNITURE PROTECTION PLAN

CONGRATULATIONS

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

In addition to the security offered by dealing with a leader in the industry, the obligations (excluding any obligations covered by the manufacturer's warranty) assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

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

PRODUCT ELIGIBILITY

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the Plan and will be cancelled. This plan does not provide coverage for "as is", "pre-owned", showroom-displayed, commercial, non-residential, in-home daycare businesses, rattan, bamboo or wicker used outdoors, plastic (ready to assemble), nubuck, suede, carpets, faux stone, fossil stone, marble, brass, chrome, silk, "X" coded and/or non-color fast fabrics or Furniture sold without a manufacturer's warranty. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. This plan is not renewable and cannot be transferred. There is no deductible under this Plan.

QUALIFYING FURNITURE

Upholstered Fabric and Microfiber Furniture; Upholstered Vinyl and Leather Furniture, Wood and Solid Surface Furniture, all of which are purchased concurrently with the Plan. This Plan is available for new Furniture only that is sold through a Retailer. Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.

COVERAGE

If the new Furniture covered by this Plan becomes stained or damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, the complete piece of Furniture will be replaced with the same or a similar piece of Furniture having an equal retail purchase price as the damaged Furniture. If a retailer or

manufacturer's warranty is in effect for the Furniture and covers the damage, this Plan will not apply. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to Furniture replaced under this Plan. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture. General soiling and wear and tear are defined as a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence. See other important exclusions below.

Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.

Damage to Upholstered Fabric and Microfiber Furniture:

- Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures

Damage to Upholstered Vinyl and Leather Furniture:

- Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Cracking and Peeling of Top Grain Leather

Damage to Wood and Solid Surface Furniture:

- Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Fading from the Sun
- Scratch or Gouge that Penetrates the Finish
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Mirror Chipping

Breakage of Mechanisms:

- Sleeper mechanisms
- Recliner mechanisms
- Heating and vibrating mechanisms

Failure of Integral Electrical Components

Furniture Service Repair Plan:

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

Upon receiving a claim covered by this Plan, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, You may receive at no charge an in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of

Furniture that are not damaged and are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed out of business, or you have moved out of the Retailers normal delivery area, this Plan will be limited to repair service only or terminate and You will receive a pro rata refund of the purchase price of the plan.

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

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

SERVICE LOCATION

On-site Service: If your product needs repair, call 1-855-TRYNEWLEAF to receive repair advice and/or arrange service. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 50-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

IF YOUR PRODUCT NEEDS REPAIR

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call the Administrator/Obligor at 1-855-TRYNEWLEAF (available 24 hours a day) to obtain authorization prior to having repairs made. For on-line service log onto www.trynewleaf.com. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- Do not return the covered product to your retailer unless so instructed by the Administrator/Obligor.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.

- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

IMPORTANT CONSUMER INFORMATION

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

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator/Obligor in writing or call 1-855-TRYNEWLEAF with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. This plan is not transferrable.

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

EXCLUSIONS FROM COVERAGE

Anything not specifically listed in the "Coverage" section of this Plan is excluded. Additional exclusions are:

- Stains or damage caused by transit, delivery, redelivery, or movement between residences or storage;
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's warranty;
- Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan;
- Incontinence;
- Odors;
- Fading of the upholstery, color loss, and/or discoloration;
- Pet damage other than pet bodily fluids such as damage from teeth, beaks or claws;
- Normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas;
- Inherent design or structural defects including but not limited to natural inconsistencies in upholstery or delamination of microfiber;
- Failure or loosening of threads or splitting of seams;
- Wood surface scratch or gouge that does not penetrate through the finish;
- Cracking or peeling of non top grain areas;
- Leather surface scratches that do not penetrate through the upholstery;
- Leather flaws and manufacturer defects that cause rips, cuts or punctures;
- Dye lot or texture variation;
- Willful abuse or misuse of the covered Furniture.

The Plan does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you; improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments; damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; collision with another object, collapse, explosion, neglect, negligence, misuse, abuse, intentional physical/mechanical damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are

designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer; removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance.

Other exclusions include, but are not limited to: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consequential damages or delay in rendering service under this Plan, or loss of use during the period the covered product is at an authorized repair facility or otherwise awaiting parts; all products and/or components that are used for commercial, industrial, educational or public use purposes; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements.

DISCLAIMER OF CERTAIN LIABILITIES

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

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

This plan is non-cancelable excepted as outlined in the Special State Requirements Section.

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

ADMINISTRATOR/OBLIGOR

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

NY Residents: Dealers Administrative Services, 3518 Riverside Drive, Upper Arlington, OH 43221

All other residents: Dealers Alliance Corporation, 8700 Freeport Parkway, Irving, TX 75065, 1-855-879-6395

SPECIAL STATE REQUIREMENTS

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

Alabama only: If your cancellation request is made within the first thirty (30) days from the contract sale date, and if no covered claim has been filed, then you will receive a full refund. If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Plan to us. In the event We cancel the Plan, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

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

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

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

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

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

Florida only: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** - This Plan is between Dealers Assurance Company and you, the purchaser. You may cancel your Plan by informing the Administrator/Obligor of your cancellation request. In the event the Plan is canceled by the Plan holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Plan holder. In the event the Plan is canceled by Us, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

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

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

Mississippi only: If We cancel this Plan, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

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

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

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at any time by notifying the Administrator/Obligor in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$50.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. If the Provider cancels your contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date. **Emergency Service** for covered products that provide heating or cooling of your dwelling. If the covered product you purchased provides heating or cooling for your dwelling, and you sustain a failure of such product that renders your dwelling uninhabitable, repairs will commence within 24 hours after you report the failure. Please call 1-855-879-6395 to report such a loss.

The following is added to the **IF YOUR PRODUCT NEEDS REPAIR** section of this contract. If emergency repairs render a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants, and the provider determines that repairs cannot practically be completed within three (3) calendar days after the report of the claim, we will provide you with a status report including the following: (1) a list of the required repairs or services; (2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, including the status of any parts required for the repairs or service; (3) the estimated time to complete the repairs or service; (4) the contact information for you to make additional inquiries concerning the claim and a commitment by us to respond to such inquiries no later than 1 business day after such inquiry is made.

The following sentence(s) is deleted within the **EXCLUSIONS FROM COVERAGE** section of this contract. Covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician. The following sentence(s) is added to the **EXCLUSIONS FROM COVERAGE** section of this contract. This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract 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 Contract."

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

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

Oklahoma only: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - If You cancel this Contract within the first thirty (30) days and no claim has

been authorized of paid, we will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Contract purchase price or Fifty dollars (\$50.00), whichever is less. If we cancel this Contract, one hundred percent (100%) of the contract purchase price will be refunded.

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

South Carolina only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If you have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803) 737-6180.

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

Utah only: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The contract purchase price is payable, in full, at the time of purchase. If we cancel this service contract for non-payment of the contract charge, such cancellation will be effective 10 days after mailing of notice to your last known address. If we cancel the service contract for (1) misrepresentation of a claim; (2) substantial breaches of contractual duties, conditions or warranties; or (3) substantial change in the risk assumed, unless the Administrator has reasonably foreseen the change or contemplated the risk when entering into this contract; such cancellation will be effective 30 days after mailing of notice to your last known address.

Within the Optional Plans section, the following sentence is amended: If purchased, ADH coverage augments Your Service Agreement by providing protection against accidental damage from handling to Your Product, provided such damage was in the course of regular and normal use of the Product by You, subject to the exclusions below.

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The contract purchase price is payable, in full, at the time of purchase.

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

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

Wyoming: You may cancel this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. If you cancel this service contract after 10 days, or 20 days if this service contract was mailed to you, or a claim has been made, you will receive a pro-rated refund less a cancellation fee of \$50.00 or 10% of the purchase price, whichever is less. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract at any time, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

These terms & conditions are available on our website at www.trynewleaf.com or call 1-855-TRYNEWLEAF to have a copy mailed to you.