

**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 800.206.5614.
- (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:
  - **Shoes**: Athletic Shoes, Sneakers, Casual Shoes, Dress Shoes, Outdoor Shoes, Boots, Flats, Loafers, Pumps, Sandals, and Slippers.
- (2) Products must be sold in new condition by Shoe Sensation
- (3) **Covered Product** must be free of stains and damage when purchased.

**III. REPLACEMENT PLAN**

- (1) **TERM**: If **You** purchased the Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered Product** date of purchase 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 accidental damage. 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**: 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) broken heels, discoloration, broken eyelets or buttons, and broken or jammed zippers. 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**:
  - Go online to [www.newleafsc.net/shoesensation](http://www.newleafsc.net/shoesensation) or into the nearest store location.
  - **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) **ACCIDENTAL DAMAGE IN HANDLING ("ADH")**: . 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**.

#### IV. WHAT IS NOT COVERED

(A) 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; (B) Cleaning; periodic checkups; preventive maintenance; (C) 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.; (D) 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; (E) 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; (F) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, ; (G) Accessories used in conjunction with a Covered Product (H) failure or condition that results from abnormal usage of the Covered Product; (I) Failures that intensify as a result of negligence. (J) Natural UV fading of colors; (K) natural breakdown of colors and materials over time and usage; (L) Real or faux fur (only damaged snaps are Covered); (M) Damage to water repellent coatings due to duct tape application, melting, excessive washing or abrasion; (N) purchases through consumer resale sites such as Craig's List, or eBay or second hand/used goods; (O) Counterfeit products; (P) alterations due to size or fit; re-soling due to normal wear; (Q) accidents unless otherwise noted under the "ADH" section; (R) damage due to harsh or corrosive chemicals; (S) acids, including without limitation, dyes and inks (except ballpoint pen ink), plant food and fertilizer and bleach,, (T) Any product used in an industrial setting or rental basis; (U) Any other loss other than a covered failure;

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.

#### V. CONDITIONS

- A. **Renewal:** The Replacement Plans are not renewable.
- B. **Transferability:** This Agreement is not transferable.
- 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 sixty (60) 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 sixty (60) 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 sixty (60) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, 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. Cancellation requests made after sixty (60) days must be emailed to [cancellations@newleafsc.net](mailto:cancellations@newleafsc.net). The email must include the Shoe Sensation store receipt showing contract purchased, include your first and last name, address, city, state, and zip code. The cancellation date begins the date New Leaf receives the cancellation email request.
- I. **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](http://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 877.634.0964. 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.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 877.634.0964 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail Administrator **Your** original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this Agreement will apply.

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

**Wisconsin:** ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: **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.