



## SERVICE AGREEMENT

### **1. CONGRATULATIONS**

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a New Leaf 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 Arizona, California, Florida, Iowa, Louisiana, Minnesota, Missouri, Nebraska, New Mexico, Nevada, Virginia and Washington, "We", "Us" and "Our" refers to Dealers Assurance Company, in all other states "We", "Us" and "Our" refers to New Leaf Service Contracts, LLC.

In addition to the security offered by dealing with a leader in the industry, the obligations 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.

### **2. WHAT IS COVERED:**

In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. The most we will pay on any single repair to our covered product or its replacement is the price you paid for the original product, excluding taxes. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

- a) **Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.
- b) **Replacement Protection:** If Your product is eligible for replacement protection this Agreement provides for a one time replacement of Your product(s) throughout the term of this agreement. Replacement products may be new or refurbished products that perform to factory specifications of the original product. If a like or kind product is unavailable, You may receive the original value of the product, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance

company or obligor. You may be required to ship the product to a designated facility for inspection.

- c) **Depot Service:** If depot service is included with Your Agreement We will provide 3-way shipping to and from a depot service center of Our choice.
- d) **Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If Your product is damaged as a result of a power surge, We will service Your product in accordance with the terms herein.
- e) **No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at Our sole discretion.
- f) **Accidental Damage From Handling (ADH) Protection:** If You purchased ADH Protection this Agreement provides coverage, from the date of purchase, for unintentional and accidental damage to the product that results from normal customary use and handling of the product such as drops and liquid spills that render the product inoperable. You will be required to ship the products to Our designated repair facility for inspection. If the product cannot be repaired it will be replaced with a product of like kind and quality. All shipping charges will be covered by the Agreement. There is no deductible under this plan.
- g) **Laptop Screen Protection:** If You purchased Laptop Screen Protection or ADH this Plan provides coverage labor and replacement parts necessary to repair or replace Your laptop screen should it become inoperable but not more than twice during the term of this Plan. There is no deductible under this plan.
- h) **Furniture Protection:** Coverage for Stains and Accidental Damage is effective upon date of delivery. Accidental stains to area rugs, fabric, vinyl or leather as a result of normal spills from food and beverage and human or pet biological stains, ball point pen ink and nail polish. Accidental Punctures or rips to fabric, leather or vinyl from external causes caused by a single incident; Accidental Chipping or gouges to wood and other case good surfaces. Accidental breakage and loss of silvering to mirrors; accidental breakage of glass; Minor burn marks from a single incident caused solely by cigarette, cigar or a tobacco pipe; Liquid marks or rings to wood, wood veneered or wood laminate surfaces caused from household food and beverages, caused by a single incident; and Heat marks on solid wood, wood veneered and wood laminate surfaces from normal household items, caused by a single incident. Furniture to include recliners, fabric or leather, office and home RTA style furniture and mattresses.
- i) **Commercial Plan:** for products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Plan will furnish replacement parts and/or labor necessary to maintain your covered product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these products, this Plan will begin from Day One and continue for the period of time defined on your sales receipt. Selected products are manufactured specifically for commercial use and include a manufacturer's warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. (For additional coverage information, refer to the Repair Plan listed above.) Note: Special Features, Benefits or Optional Plans (i.e. Screens, etc.) are not available for products covered under the Commercial Plan.
- j) **Major Component for Appliances Service Agreement:** If You purchased a Service Agreement for a Major Appliance and Your receipt indicates You purchased an additional Major Component for Appliance Service Agreement, then You will receive an additional five (5) years of coverage for the Major Component Part only (AC, Dehumidifier, Refrigerator or Freezer Sealed Refrigeration System, Cooktop, Range or Wall Oven Electric or Gas Heating Elements, Range Hood Ventilation Motor, D/W Motor/Pump Assembly, Dryer Motor, Warming Drawer Electronic Board, Washer/Dryer Combo Motor, Microwave Magnetron Tube, Washer Motor or

Transmission) from the end of Your Major Appliance Service Agreement. Major Component coverage, when purchased alone, will cover the Major Component Part for only five (5) years from the date of purchase of Your Product. Major Component coverage is only for the Major Component Part in the event of a mechanical or electrical failure and does not include trip and labor charges, or any other part that should fail.

**3. Terms:**

- a) **Repair Plans:** This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.
- b) **Replacement Plans:** This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified for the plan You purchased. All products replaced under this plan are the property of US in their entirety.

**4. Limit of Liability:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.

**5. To Obtain Service:** If the covered product requires service call the Administrator at 855.620.9044 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

**6. Your Responsibilities:** You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

**7. Purchaser Records:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**

**8. WHAT IS NOT COVERED:**

- a) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
- b) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY, unless an "out of warranty plan was purchased OR SOLD "AS IS;"
- c) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY;
- d) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.;
- e) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS;
- f) COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS;
- g) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;

- h) TELEVISION OR PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS, INCLUDING 'BURN-IN' OR BURNED CRT PHOSPHOR, CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE SIGNAL(S), OR OTHER ABUSE;
- i) DIGITAL/VIDEO PROJECTOR AND "DLP" TYPE REAR PROJECTION TV'S BULBS;
- j) DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN;
- k) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION;
- l) ACCIDENTAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR DISPLAY SCREENS, IF ADH COVERAGE WAS NOT INCLUDED AS AN INTEGRAL PART OF THE PLAN PURCHASED BY YOU;
- m) COMPONENTS NOT CONTAINED WITHIN THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS KEYBOARDS, MOUSE, SPEAKERS, MODEMS, WIRING, ETC;
- n) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- o) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS;
- p) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED;
- q) FAILURES TO PRODUCTS CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE;
- r) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT;
- s) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- t) LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA;
- u) CONSUMABLES SUCH AS BATTERIES, BULBS, TONER, RIBBONS, INK CARTRIDGES, DRUMS, BELTS, OR CONSUMER REPLACEABLE PRINTER HEADS;
- v) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR PURCHASE RECEIPT AS CARRY IN;
- w) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.
- x) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN;
- z) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- aa) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE;
- ab) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION;
- ac) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT;
- ad) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- ae) DAMAGE TO COMPUTER HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES, APPLICATION PROGRAMS, NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, DATABASES, FILES, DRIVERS, SOURCE CODE, OBJECT CODE OR PROPRIETARY DATA, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA;
- af) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;

- ag) **CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION;**
- ah) **COMPUTERS WITH ANY OPERATING SYSTEM OTHER THAN, WINDOWS 95 OR HIGHER, OR MAC OPERATING SYSTEMS;**
- ai) **CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES**
- aj) **FURNITURE: a. defects, stains or damages caused as a result of, abuse, misuse, physical force or furniture that is in an unserviceable condition; b. neglect, theft, vandalism or malicious mischief; c. accidents unless otherwise noted under the Coverage's section;d. collapse or explosion;e. spillage of any kind unless otherwise noted under the Coverage section;f. exposure to weather conditions and/or environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions; natural disasters; moisture water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts or God; g. riot, nuclear radiation, war or hostile action, radioactive contamination; h. intentional or accidental damage by third parties; i. sun fade or direct exposure to sunlight, bright light or extreme heat, extreme temperature or humidity changes, atmospheric conditions, any heating process, and/or drying; j. fungus, mold, mildew, rot or rust; k. vermin or insects; l. stain or damage cause by incontinence; m. any independent contracts, such as but not limited to plumber, painter or other service or maintenance personnel and/or damage caused by any repair personnel or any owner, employee or third party; n. damage occurring prior to or during delivery or while furniture is being moved between residences or into or out of storage; o. pet damage (except bodily fluids as outlined under the Coverage's section); p. scratches; q. appliance malfunctions and any resultant leak there from; s. any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions; t. signs of soiling include darkened areas where the body comes into contact with the furniture (these darkened areas are signs of soil build-up, which is not covered)u. general maintenance and overall cleaning of the furniture is the consumer's responsibility; v. damage due to harsh or corrosive chemicals; w. acids, including without limitation, dyes and inks (except ballpoint), plant food and fertilizer and bleach, gum; x. any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; y. coverage under another insurance program; z. delivery and/or redelivery and/or loss or damage to the covered product while in the course of transit; aa. design deficiency; ab. fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; ac. odors; ad. variation of the color, or graining of wood or wood products, marble or leather; ae. split leathers used in seat cushions, back cushions or top or inside arm areas; af. natural markings on leather, such as, healed scars, insect bites, brand marks or wrinkles, or suede, and leathers with embossed patterns other than those stimulating natural cowhide; ag. non-bovine leathers, nubuck and other buffed leathers; ah. stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; ai. stone or sand abrasion; aj. loss or damage resulting from: pre-existing conditions known to you; ak. Wear related issues, such as but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; al. color loss or cracking and peeling on any leather or vinyl; am. splits or bi-cast leather; an. furniture that is used for commercial, institutional, outdoor or rental purposes.**

9. **Renewal:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

**10. Transferability:** If you transfer ownership of the covered product, this Plan may be transferred by sending to the Administrator/Obligor, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer along with a \$25.00 transfer fee. The cancellation provisions of the Plan apply only to the original purchaser of the Plan.

**11. Cancellation:** You may cancel this Plan at any time. To arrange for cancellation of this Plan, please contact Your selling retailer. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims or replacements paid for or pending.

If Your cancellation request is made more than 30 days from the date of purchase, you will receive a pro-rata refund of the Plan purchase price, less the cost of repairs made or replacements paid for or pending (if any), and less an administrative fee not to exceed the cost of the contract or \$50.00, whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

Administrator or We may only cancel this Plan for the following reasons: nonpayment of the Plan contract price, nonpayment of "No Problem Found" or non-failure charges, fraud or material misrepresentation. If We cancel this Plan, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**12. ADMINISTRATOR/OBLIGOR**

AZ, CA, FL, IA, LA, MN, MO, NE, NM, NV, VA, and WA Residents: Dealers Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221.

All other Residents: New Leaf Service Contracts, LLC 909 Lake Carolyn Parkway Suite 900 Irving 75039. 1.877.659.6519

**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 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.

**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 1.877.659.6519 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 inquires 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 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.

**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 or 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 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (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:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. 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.

**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.** Obligations of the provider under this service Contract are insured under a service contract reimbursement insurance policy.

The Cancellation section is replaced with the following: You may cancel this Contract at any time for any reason. If you cancel this contract within the first twenty (20) days of the covered term, then we will refund the full purchase price, provided no claims have been made under this contract. If you cancel this contract thereafter, or a claim has been made under this contract, then you will receive a prorated refund based upon the days of remaining coverage (less the cost of any services performed, if applicable). In all instances, we may retain a cancellation fee of \$50 or 10% of the contract price, whichever is less. If a full refund is due to you under this contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the contract to us. We may cancel this contract with written notice for nonpayment of the provider fee, material misrepresentation by you to us, or substantial breach of duties by you relating to the covered products or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider. Such written notice shall state the effective date of the cancellation and the reason for the cancellation. In the event of a total loss of property covered by this contract is not covered by a replacement of the property pursuant to the terms of this contract, You may cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

**Wyoming 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.

***These terms & conditions are available on our website at [www.newleafsc.net/smartmobile/](http://www.newleafsc.net/smartmobile/) or call 1.855.620.9044 to have a copy mailed to you.***