



## SERVICE AGREEMENT

**1. Plan Provider (Obligor):** The Company obligated under this Plan is Starr Protection Solutions LLC (SPS), except in Florida, Oklahoma and Washington. In Oklahoma and Washington the obligor is Starr Technical Risks Agency, Inc. (Starr Tech). SPS and Starr Tech are located at 399 Park Avenue, 8<sup>th</sup> Floor New York, NY 10022, and 877.676.8318. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 8<sup>th</sup> Floor New York, NY 10022.

**2. Definitions:** “We”, “Us” and “Our” shall mean the obligor. In Florida “We”, “Us” and “Our” shall mean Starr Indemnity & Liability Company “You” or “Your” shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. “Service Agreement (“Agreement”) shall mean this document together with Your original purchase receipt. “Administrator” shall mean New Leaf Service Contracts LLC or Our authorized third party provider used to process claims payments and/or cancellation refunds. There is no deductible under this Service Agreement.

### **3. 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 form 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) **Food Loss:** To receive coverage for food loss, the failure of Your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to one \$200.00 claim during the coverage period. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator/Obligor and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.
- 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. Food Loss, Screens, etc.) are not available for products covered under the Commercial Plan.

#### 4. 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.

**5. To Obtain Service:** If the covered product requires service call Us at 877.676.8318 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

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. **Insured Agreement:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service

Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 877.676.8318 or 399 Park Ave 8<sup>th</sup> Floor, New York, NY 10022.

#### SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**ALABAMA only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to you or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. If you cancel this Service Agreement after the first 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. Obligations of the Administrator are backed by the full faith and credit of the Administrator, as well as by contractual liability insurance. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company , who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave 8<sup>th</sup> Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by you relating to the covered property or its use.

#### ARIZONA ONLY:

Definitions: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

Starr Warranty Services is the provider and the obligor for this Service Agreement in Arizona.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the contract. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. To arrange for cancellation of this Plan, please contact Your selling retailer.

**CALIFORNIA only:** With respect to California contract holders, the Administrator under this Service Agreement is New Leaf Service Contracts LLC. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the product covered under this contract being sold, lost, stolen or destroyed. If you decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 30 days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement and cancellation notice is cancelled by written notice after 30 days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of 10% of the Service Agreement price or \$25,

whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: The term of Your Service Agreement is automatically extended by the length of time in which the covered product is in the Administrator's custody for repair under the Service Agreement. If Your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the product is in transit for inspection, and until the product is replaced (or equivalent). In the event of a dispute with the Administrator, you may contact the State of Connecticut, Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the warranty contract. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

FLORIDA only: The obligor under this Service Agreement is Starr Indemnity & Liability Insurance Company. The administrator under this Service Agreement is New Leaf Service Contracts LLC. If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. To arrange for cancellation of this Plan, please contact Your selling retailer. If We cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your selling retailer. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by you, or non-renewal. All service contracts with the following Exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU, THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

All Contracts with the following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to you, or within twenty (20) days if the Service Agreement was delivered to You at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at Your last known address at least 5 days prior to cancellation which shall state the effective

date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. Obligations of the Provider under this Service Agreement are insured by Starr Indemnity & Liability Company , 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. If you have a question or complaint, you may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

ILLINOIS only: Starr Protection Solutions LLC, (and not the dealer or manufacturer), is the obligor of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If you cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to you, you shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If you cancel this Service Agreement at any other time or if you cancel after service has been provided to you, you shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Plan, please contact Your selling retailer. If Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the obligor's obligations under this Service Agreement, at the following address: 399 Park Ave, New York, NY 10022

INDIANA only: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

KENTUCKY only: If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim may be submitted to Starr Indemnity & Liability Company , which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

NEVADA only: This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions, or for any form of consequential damages.

The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

This Service Agreement is void, and We will refund to you the purchase price of the contract, if no service or replacement claim has been made and you return the contract within 20 days after the date We mailed to you or otherwise sent to you these terms and conditions, or within 10 days if We furnished you with a copy of these terms and conditions when this contract was purchased. To arrange for cancellation of this Plan, please contact Your selling retailer. We will refund to you the purchase price of this contract within 45 days after it has been returned to us. If the provider does not refund the purchase price within 45 days, the Obligor will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement.

We may not cancel this contract once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the service contract purchase price; the contract holder being convicted of a crime which results in an increase in the service required under this contract; discovery of fraud or material misrepresentation perpetrated by you in purchasing this contract or obtaining service; the discovery of an act or omission, or a violation of any condition of this contract by you which substantially and materially increases the service requested under the Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this contract, and substantially and

materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons You will receive a refund equal to the pro rata purchase price. With respect to each product covered under this contract, the Administrator and/or Obligor liability is limited to the original retail purchase price you paid for such product. We may not cancel this service contract until at least fifteen (15) days written notice has been mailed to you. Obligations under this Service Agreement are insured under a contractual liability insurance policy issued by Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

NEW HAMPSHIRE only: In the event you do not receive satisfaction under this Service Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The Administrator's obligations under this Service Agreement are insured by a policy of insurance issued by Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, you may apply directly to the insurer.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to you. If you made no claim, the contract is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of you in a crime that results in an increase in the service required under the service contract; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by you which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to you at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

NEW YORK only: Upon failure of the Provider to perform under this agreement, including failure to return any unearned fee in the event of cancellation, the insurer Starr Indemnity & Liability Company will pay all sums the provider is legally obligated to pay under this agreement or perform any service the Provider is legally obligated to perform under this agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to you at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by you, or in violation of any of the terms and conditions of this Service Agreement. If you cancel Your Service Agreement, you will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Plan, please contact Your selling retailer. Obligations under this Service



Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

OKLAHOMA only: The obligor under this Service Agreement is Starr Technical Risks Agency, Inc. In the event you cancel this Service Agreement, you shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. In the event the Administrator cancels this Service Agreement, you shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price, less the cost of any service received. This Service Agreement is administered by New Leaf Service Contracts LLC.

SOUTH CAROLINA only: In order to prevent damage to the covered product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the product in accordance with manufacturer's specifications and/or owner's manual, or 2) failure to use reasonable means to protect Your product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to you at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. In the event you have a question or complaint, you may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to you at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by the Administrator within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

UTAH only: We may cancel this Service Agreement by providing you with (30) days' written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing you with ten (10) days written notice if the reason for cancellation is non-payment by you. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to

neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached the customer can proceed with repairs. The Administrator will reimburse the customer or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. The provider's obligations under this Service Agreement are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the provider, the claim can be submitted to Starr Indemnity & Liability Company, who insures the provider's obligations under this Service Agreement, 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

WASHINGTON only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave 8<sup>th</sup> Floor, New York, NY 10022.

WISCONSIN only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administration, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 877.676.8318 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. To arrange for cancellation of this Plan, please contact Your selling retailer. The selling retailer shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). Lack of pre-authorization shall be the sole grounds for a claim denial however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at Your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of Your duties relating to the

covered product or its use. Obligations under this Service Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

ENTIRE CONTRACT: This Service Agreement together with Your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

Sample Purchase Receipt

Date	Contract Number
Customer Name	Coverage Term
Customer Address	Product Brand & Model
Customer City, State Zip	Category
Customer email	Purchase Price
	Date of Purchase
	Dealer Name
	Plan name (product number & description)
	Plan Price
	800#