

## SERVICE AGREEMENT – SMART COVERAGE

This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.

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** and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. THIS **AGREEMENT** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. **You** must keep this **Agreement** as **You** may be required to produce this **Agreement** to obtain service. **You** must maintain **Your Covered Product**, according to recommendations or requirements, if any, of the manufacturer's warranty. Refer to **Your** sales invoice, receipt and/or the **Agreement Schedule Page** to determine the term of this **Agreement** and if there is a deductible required to obtain service. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**.

**NOTICES: THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY ON YOUR COVERED PRODUCT.**

### I. DEFINITIONS:

- (1) **"We", "Us", "Our", "Provider" and "Service Provider"**: The company and provider obligated under this Agreement, **4Warranty Corporation**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216), in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 44194686, and in Wisconsin where it is **The Service Doc Inc.**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216;
- (2) **"You", "Your", "Service Agreement Holder" and "Agreement Holder"**: The original purchaser of this **Agreement**;
- (3) **"Administrator"**: LOTSolutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216) - the company providing administration of this **Agreement**;
- (4) **"Seller"**: The entity selling **You** this **Agreement**;
- (5) **"Covered Product"**: Qualifying products indicated on the **Your** sales receipt and/or **Schedule Page** and described in Section II (2) Coverages below, which are covered under this **Agreement**;
- (6) **"Breakdown"**: a **Covered Product** not functioning as intended due to failure due to mechanical or electrical breakdown, including those experienced during normal wear and tear, caused by a direct result of a power surge;
- (7) **"Accidental Damage In Handling (ADH)"**: a single, unexpected, sudden and unintentional event. Accidental is NOT defined as: accumulated damage from continual or multiple events; failure to take sufficient care to protect the **Covered Product**; reckless, willful or intentional mishandling and use of the **Covered Product**. See Section 3– ACCIDENTAL DAMAGE IN HANDLING for more details; and
- (8) **"Schedule Page"**: The **Schedule Page** provided by the **Seller** along with the **Agreement** where information regarding **You**, the **Agreement** and coverage is shown.

### II. TERMS & COVERAGE

- (1) **TERM**: Coverage is inclusive of the manufacturer's warranty. 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.
  - **Continuous Monthly Agreements**: If **You** select an **Agreement** that automatically renews on a month-to-month basis from the **Agreement** Effective Date indicated on **Your** sales receipt and/or **Schedule Page** of this **Agreement**, coverage under this **Agreement** will continue and **You** authorize the **Administrator** or **Seller** to charge **You** for the amount specified on **Your** sales receipt and/or **Schedule Page** each month until **Your Agreement** is cancelled or **We** discontinue the monthly renewals. **Your** account must be current to receive coverage under this **Agreement**.
  - **WAITING PERIOD: COVERAGE UNDER THE AGREEMENT WILL COMMENCE THIRTY-ONE (31) DAYS AFTER YOUR AGREEMENT PURCHASE DATE. NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE AGREEMENT.**
- (2) **COVERAGES**: **We** will repair or replace the **Covered Product(s)** due to a **Breakdown**. Parts will be replaced with those of like kind or similar quality. **We** may use new or remanufactured parts. If the **Covered Product(s)** cannot be repaired, or if parts are no longer available or are discontinued by the manufacturer, the **Covered Product(s)** will be replaced as determined by **Us** with a product of similar quality and features. If **You** choose not to accept the replacement product that **We** offer **You**, then **We** will provide a payment to **You** in the form of a check based on the fair market value as determined by **Us** based upon the age of the **Covered Product**. For the **Covered Product(s)** outlined below, an unlimited quantity of any size, age and brand are covered under this **Agreement**, unless specified otherwise. *You are responsible to backup all computer software and data prior to commencement of repair.*

**Smart Home**: Under this **Agreement**, **We** will repair or replace the **Covered Product(s)** due to a **Breakdown**. The following Smart Home products are covered under this **Agreement**:

- Security Systems, Hubs/Home Controllers, Light Dimmers, Switches, Outlets, Thermostats, Smoke Detectors, Carbon Monoxide Detectors, Door Locks, Digital Doorbells, Garage Door Openers, Flood Lamps, Speakers.
- All of the "Smart" products above must utilize one of the following home networking solutions to be eligible for this **Agreement**: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.
- Products and systems above must be wholly owned by **You** and not monitored by a professional security service.

**Tech Support**: Coverage under this **Agreement** also includes access to technical assistance and support for **Your Home Electronics and Smart Home Covered Product(s)** during the term of this **Agreement**. Terms of service can be accessed at Deviceguardclaims.com. For tech support call (833) 209-5073. Tech Support is not subject to any deductibles or claim limits and is accessible for the entire term of this **Agreement**.

**Shipping Reimbursement**: Coverage under this **Agreement** includes a one-time reimbursement of up to fifteen dollars (\$15) for the cost of shipping **Your Covered Product** to the Manufacturer for repair or replacement during the Manufacturer's Warranty period.

- (3) **ACCIDENTAL DAMAGE IN HANDLING ("ADH")**: **Your Covered Product** is protected against accidental damage in handling, such as drops, and liquid damage from spills. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious

disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit functionality (except for cracked screens on Mobile Devices), damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "What is Not Covered-Exclusions" section of this **Agreement**. **Any resultant damage from this type of treatment is NOT covered by 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 accident occurred as well as a detailed description of the actual event.

- (4) **Property Address:** Unless otherwise specified, the coverage under this **Agreement** applies to items belonging to **You** or a member of **Your** household, customarily located in the Property Address as listed on the proof of purchase and/or **Schedule Page**. If **You** change **Your** Property Address, **You** are required to notify the **Administrator** of such request or change. In the event that **You** wish to obtain coverage for more than one property, additional **Agreements** must be purchased.
- (5) **LIMIT OF COVERAGE LIABILITY:**
- **Per Claim Limit:**
    - **For Home Electronics and Smart Home Products:** The maximum amount **We** will pay for the repair or replacement of **Your Covered Product** for any single claim is the lesser of \$2,000.00 or the purchase price of the **Covered Product**, excluding sales tax, delivery and installation costs.
  - **Aggregate Claim Limit:**
    - **For Home Electronics and Smart Home Products:** The maximum amount **We** will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of **Your** first claim.
  - **If You Meet or Exceed the Aggregate Limit:** In the event **You** reach the Aggregate Claim Limit, **You** are not eligible for any further claims under this **Agreement** until the end of the 12 month period following **Your** first claim. A covered claim will apply to **Your** aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off **Your** account and that claim, or the associated costs will be added back to **Your** available aggregate claim limit balance. Tech Support is not subject to claim limits and is accessible for the entire term of this **Agreement**.

In the event **Your Covered Product** requires additional repairs, and **You** have reached the Aggregate Claim Limit, **We** may be able to provide **You** with information on how to get the **Covered Product** repaired, however, **We** will not be responsible for any costs related to these repairs.

SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.

- (6) **HOW TO GET SERVICE:** **You** must contact the **Administrator** for the appropriate authorized service center. Call the toll-free number at 833-209-5073 or go online to Deviceguardclaims.com. All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. **You** may be asked for a credit card number prior to service being performed. If **You** refuse service on a covered item, and the servicer has already incurred costs, **You** will be billed for that servicer's applicable charge.
- (7) **SERVICE DELIVERABLES:** **You** will receive service on **Your Covered Product** as described below:
- **Carry-In:** Unless otherwise provided in this **Agreement**, **Covered Products** must be shipped or delivered and picked up by **You** at **Our** authorized service center during normal business hours.
  - **Depot:** **Administrator** will provide **You** with a shipping label for **You** to ship **Your** failed product(s) to the nearest repair facility. **You** are responsible for providing appropriate packaging for shipping. **Your** product(s) must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for product damaged in shipping. **Your** repaired product(s) will be mailed back to **You** at no charge.
  - **In-Home:** Service will be performed at **Your** Property Address as indicated on **Your** proof of purchase and/or **Schedule Page** of this **Agreement**. The authorized service center may opt to remove the **Covered Product(s)** to perform service in-shop. **Your** product(s) will be returned upon completion.
- (8) **No Lemon Policy:** During the term of this **Agreement**, and subject to **Our** Limit of Coverage Liability, after three (3) service repairs have been completed on the same component of an individual **Covered Product** and that **Covered Product** component requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance.

### **III.WHAT IS NOT COVERED- EXCLUSIONS**

- (A) **Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement; (E) Parts or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by you during the life of the product, including but not limited to batteries (unless otherwise noted), light bulbs, etc.; (F) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; Damage during transport or delivery; failure to follow the manufacturer's instructions for operation and care of the Covered Product; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water (except from spills if You purchased or received an Agreement that includes ADH); acts of God or consequential loss of any nature; (G) Cosmetic damage that does not affect the unit functionality; (H) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; 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; (J) Any product used in a commercial setting; (K) Failures that occur outside of the United States of America and the District of Columbia; (L) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product; (P) Any other loss other than a covered breakdown; (Q) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (R) Factory installed, dealer installed, and OEM systems and components; (S) Additional exclusions specific to Your Covered Product:**
- **Specific to Electronics:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of **Your Covered Product** and does not cover (1) non-operating or external parts, e.g. glass protection; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; (2) any installed accessory item; (3) any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular

station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; (4) Remote controls not provided with purchase of the Covered Product; phonograph cartridges and stylus; mobile phones (unless You purchased or received an Agreement that includes Mobile Device coverage; and (5) failure due to vermin and insect infestations.

- **Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, We do not cover damage caused by or due to (1) overheating caused by accumulation of dust, fan blockage; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (3) burned-in image in any other type of display; application programs; operating system software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (5) toner and ink cartridges; and (6) failure due to vermin and insect infestations.
- **Specific to Mobile Devices:** In addition to any applicable exclusions listed above, We do not cover damage or due to (1) any devices with illegal serial numbers or IMEI's or any devices with unique identification numbers that have been altered, defaced or removed; and (2) any device with an IMEI number determined to be lost or stolen from a previous owner by Administrator.

#### IV.CONDITIONS

**A. RENEWAL:**

- **ONE TIME PAYMENT PLANS:** If You paid for Your Agreement in one payment, coverage under Your Agreement will end on the Agreement Expiration Date of Your coverage, unless it is renewed or cancelled or Our obligations under the Agreement become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.
- **CONTINUOUS MONTHLY PLANS:** if You select a plan that automatically renews on a month-to-month basis, coverage under Your Agreement will continue and You authorize Administrator/Seller to charge Your credit card for the amount specified on Your payment receipt and/or Schedule Page each month until Your Agreement is cancelled or We discontinue the monthly renewals. Your account must be current to receive service.

**B. DEDUCTIBLE:** This Agreement contains a deductible shown in the schedule below, which is due for each repair or replacement of Your Covered Products. The deductible does not apply to the repair or replacement of PC or gaming system accessories, hubs/home controllers, DVD/Blu-Ray Players, audio/video streaming devices, light dimmers, smoke detectors, carbon monoxide detectors, routers, external hard drives, keyboard, mouse, original remote controls, modem or external speakers (wired); however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Limit of Coverage Liability section of this Agreement.

COVERED PRODUCTS	DEDUCTIBLE
Security Systems, Switches, Outlets, Thermostats, Door Locks, Doorbells, Garage Door Openers, Flood Lamps, Speakers	\$75

- C. TRANSFERABILITY:** This Agreement is non-transferable and this Agreement may only apply to You.
- D. TERRITORIES:** The Agreement territory is limited to the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.
- E. 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.
- F. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.**

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Agreement in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, 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 or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and 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. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org). If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLER).** To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

**G. CANCELLATION:**

1. You may cancel this Agreement at any time by contacting the Seller or the Administrator.
  - For monthly term Agreements, cancellation becomes effective at the end of the current month of coverage and no refund is provided.
  - For annual term Agreements, If You cancel this Agreement within the first thirty (30) days of the Agreement Purchase Date, You will be refunded the full Agreement Purchase Price, less any claims paid. In the event You cancel this Agreement after thirty (30) days of the Agreement Purchase Date, You will receive a pro-rata refund based on the time expired, less the cost of claims paid.
2. We reserve the right to cancel this Agreement in the event of customer fraud, material misrepresentation, or failure to pay, cancellation may be immediate. In the event of cancellation for customer fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund will be issued. The notice of cancellation will include the reason and the effective date of cancellation. If We cancel this Agreement, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Agreement Purchase Price, less the cost of claims paid.
3. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.

**H. ENTIRE AGREEMENT:** This is the entire Service Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.

**I. PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

**J. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**

**You** agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Covered Product**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Covered Product**. **You** further agree and acknowledge that **We**, or the **Administrator** under this **Agreement**, are not the supplier of the **Covered Product**. Consequently, this **Agreement** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

**K. LIMITATION OF LIABILITY:**

**THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.**

**V.INSURANCE**

OBLIGATIONS TO PERFORM UNDER THIS **AGREEMENT** ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK AND WISCONSIN.

CALIFORNIA - THE **OBLIGOR** IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

GEORGIA - THE **OBLIGOR** IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE **OBLIGOR** IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

**IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

**FINANCIAL GUARANTEE:**

**IN WASHINGTON, OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.**

**STATE REQUIREMENTS AND DISCLOSURES**

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

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will 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 (D) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. The provider fee is the purchase price for which **You** paid for this **Agreement**. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (602) 364-2499. **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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**.

**Insurance** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. 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 1-916-999-2041, 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:** **Insurance** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**Connecticut:** If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. 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 the 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, Lyndon Southern Insurance Company (License No. 03698) 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 is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

**Georgia:** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After thirty (30) days, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid. If **You** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, 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 the return of the **Agreement** to **Us**. **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **We** cancel this **Agreement**, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid. In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (D) is removed and replaced with: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement** and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

Nothing contained in the arbitration provision shall affect **Your** right to file a direct claim against Insurance Company of the South pursuant to O.C.G.A. 33-7-6.

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

**Idaho:** Insurance section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**Indiana:** Insurance section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

**Kentucky:** **You** are entitled to make a direct claim against the insurer if **We** fail to pay any covered claim within sixty (60) days after the claim has been filed. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

**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 outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

Insurance section is amended as follows: If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

**Mississippi:** IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become an **Agreement** Holder under this **Agreement** **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact **Our** toll-free assistance line at (800) 867-2216.

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

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

Insurance section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **We** may not cancel this **Agreement** except for fraud or material misrepresentation by the **Agreement** Holder in obtaining the **Agreement** or in presenting a claim for service, or non-payment by **You**, or if required to do so by a regulatory authority. A ten percent (10%) penalty per month will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Agreement**. If **You** are not satisfied with the manner in which **We** are handling a claim under this **Agreement**, **You** may contact the Nevada Division of Insurance toll free at 888-872-3234.

This **Agreement** 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 **Agreement** 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. CANCELLATION section is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

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

**Insurance** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**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**.

**Ohio: Insurance** section is amended as follows: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

**Oklahoma:** This **Agreement** is not a contract of insurance. Coverage afforded under this **Agreement** 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.

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

The Arbitration agreement is not applicable for Oregon. Any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

**South Carolina:** If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will 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. **Administrator:** LOTSolutions, Inc., 10751 Deerwood Park Blvd, Suite 200, Jacksonville, FL 32256 (800-867-2216) Lic # 290. CANCELLATION section is amended as follows: **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider.

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

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

**EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this agreement will apply.

**IF THE OBLIGOR FAILS TO PAY ANY CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

**Virginia:** If any promise made in this **Agreement** has been denied or has not been honored within sixty (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** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Your** original repair bill along with the technician's report and a copy of the **Agreement** to **Administrator** for reimbursement. All coverage and exclusions in this agreement will apply.

**Wisconsin:** CANCELLATION section is amended as follows: This **Agreement** may be cancelled by **Us** only for non-payment of the provider fee, material misrepresentation by **You** to **Us** or the **Administrator**, or substantial breach of duties by **You** 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. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. **We** may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the provider fee. If **You** cancel within thirty (30) days of receipt of **Your Agreement**, **You** must first return to the **Seller** or to the **Obligor** should the **Seller** 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 **Agreement**.

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.** 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.

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