

3YR AGREEMENT - FURNITURE & UPHOLSTERY  
THIS IS NOT A CONTRACT OF INSURANCE

Please read this Agreement carefully, as it describes the protection You will receive in return for payment by You. You must keep this Agreement, Your sales invoice and receipt for the product purchased. They are integral parts of this Agreement and You may be required to produce them to obtain service. You must maintain Your covered product as recommended by the manufacturer's warranty or Furniture Care Instructions. Refer to the Declarations Page or Your sales invoice or receipt to determine the term of this Agreement and whether there is a deductible in order to obtain service. The purchase of this Agreement is not required to either purchase Your product or to obtain financing. Any person who knowingly and with intent to injure, defraud or deceive any insurer and files a statement of claim or any application containing false, incomplete or misleading information is guilty of a felony of the third degree.

**DEFINITIONS:**

- (1) "We", "Us" and "Our" mean the company obligated under this Agreement, 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216), in all states except in Florida and Oklahoma where it is Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698, and in Wisconsin where it is The Service Doc Inc., 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216;
- (2) "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser;
- (3) "Administrator" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216);
- (4) "Selling Retailer" means the merchant selling the Covered Product and this Agreement; and
- (5) "Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement.

**FURNITURE REPAIR PLAN**

**TERM:** The term of this Agreement begins on the date Your Product is delivered and continues for the period indicated on the face of this Agreement, the Declarations Page, or Your sales receipt or invoice. Coverage for Stains and Accidental Damage is effective upon date of delivery. Coverage for manufacturer defects is effective upon the expiration of the shortest portion of the manufacturer's warranty and Selling Retailer's guarantee. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER WARRANTY OR SELLING RETAILER'S GUARANTEE ON YOUR COVERED PRODUCT. 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.

**WHAT IS COVERED:** We will cover only the following defects or damage to Your Product:

**Manufacturer Defects:**

- (a) Checking, cracking or peeling of the finish on solid wood, wood veneered or wood laminated furniture;
- (b) Warping, cracking, breaking or separation of frame and frame components such as braces, legs, panels, trim and base molding, drawers and drawer guides, leaf and leaf tracks, tension supports, arms, aprons, pedestal and trestle base and legs, spindles and beams (except faux stone, marble and granite);
- (c) The breaking or bending of mechanisms, springs and coils; and
- (d) Failure of electrical components including clocks, motors and hydraulics.

**Stains:**

- (a) Accidental stains, except as noted in "WHAT IS NOT COVERED", to area rugs, fabric, vinyl or leather (except nubuck, suede and buffed leather) as a result of normal spills from food and beverage and human or pet biological stains (except perspiration and hair and body oils); ball point pen ink, nail polish.

**Accidental Damage:**

- (a) Accidental Punctures or rips to fabric, leather or vinyl from external causes caused by a single incident;
- (b) Accidental Chipping or gouges to wood and other case good surfaces (except faux stone, marble or granite) that penetrate the finish exposing the substrate;
- (c) Accidental breakage and loss of silvering to mirrors; accidental breakage of glass;
- (d) Minor burn marks from a single incident caused solely by cigarette, cigar or a tobacco pipe;
- (e) Liquid marks or rings to wood, wood veneered or wood laminate surfaces caused from household food and beverages, caused by a single incident; and
- (f) Heat marks on solid wood, wood veneered and wood laminate surfaces from normal household items, caused by a single incident. Heat marks means the discoloration, blistering or bubbling of the wood finish due to heat, and does not include char, scorch or singe marks.

Parts will be replaced at Our option with those of like kind and quality as determined by Us, and may be new or remanufactured. We do not guarantee color match on fabric, leather, vinyl or wood finishes. If the covered product (1) cannot be repaired, (2) if the cost of the repair exceeds the original purchase price, or (3) if the parts are no longer available or are discontinued by the manufacturer, Your affected item will be replaced with a product of similar features as determined by Us, not to exceed the purchase price of the covered product, excluding sales tax, delivery and installation costs. YOU ARE RESPONSIBLE FOR ANY SALES TAX, DELIVERY AND INSTALLATION COSTS ASSOCIATED WITH A REPLACEMENT ITEM.

**LIMIT OF LIABILITY:** Our limit of liability for Your Covered Product is the lesser of the cost of authorized repairs, or replacement with a product with similar features as determined by Us, provided however, in no event will Our total liability for repairs or replacement exceed Your purchase price for the Covered Product, excluding sales tax, delivery and installation. Upon replacement, We no longer have any obligation for the replaced product under this Agreement. Service costs, trip charges, breakdown charges, inspection fees or estimates for repairs not covered under this Agreement are Your responsibility.

**HOW TO GET SERVICE:** You must Contact the Administrator for authorized service within seven (7) days of noticing the defect or damage to Your covered product. Call Us toll-free at 800-867-2216 between the hours of 8:00 AM and 5:00 PM eastern standard time Monday-Friday, or go online to [www.4repairs.net](http://www.4repairs.net). Prior to OUR dispatching service to Your location, We may request that You provide US with pictures of your defective or damaged Product. There may be a deductible required to obtain service for Your Covered Product as indicated on the Declarations Page of this Agreement. 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 before we dispatch service to your location. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge. Except for delivery damage, if You refuse delivery of Your replacement item you will be reimbursed the purchase price of this Agreement and We will have no further liability.

In-Home Service will be performed in Your home whenever possible. The authorized service center may opt to remove Your Covered Product to perform service in-shop and will return the Covered Product upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) miles or the normal service radius of the authorized service center are not covered by this Agreement, and are Your responsibility. If You are not within one of the Administrator's authorized service areas, You may request termination and refund of the Agreement sales price subject to the cancellation provision in this Agreement. If You choose, the Administrator will provide service at the nearest service location and You must provide the necessary deliveries and pickups at Your expense. Service is available during the regular business hours of the servicer. We do not guarantee days or time of service. We will not be liable for any damages arising out of delays, either before or after a day or time of service is agreed upon. You must make the product reasonably accessible to the repair person. If the product is not accessible, We may decline to provide service or assess You an additional charge, proportionate with the difficulty in working on the product.

**WHAT IS NOT COVERED:** We will not cover loss or damage caused by the following: (a) Any stain, loss or damage not specifically listed under "WHAT IS COVERED" (no other stain, defect or damage will be covered under this Agreement); (b) Product repairs that should be covered by the manufacturer's warranty or Seller's Guarantee, or are a result of recall, regardless of the manufacturer's or Seller's ability to pay for such repairs; (c) Pre-existing conditions that occur prior to the effective date of this contract and/or any product sold used, damaged or "AS-IS"; (d) Periodic checkups, preventive maintenance, lubrication and general cleaning as directed by the manufacturer; (e) Parts or repairs due to normal wear and tear; damage caused by You in the assembly of RTA (ready-to-assemble) furniture; (f) Except as noted in "WHAT IS COVERED", damage from accident, abuse, misuse, mishandling, introduction of foreign objects into, on or about the covered product, modifications or alterations to a covered product; failure to follow the manufacturer's instructions; external causes of any kind, including without limitation, third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water. (g) Incidental, consequential or secondary damages or delay in rendering service under this Agreement, or loss of use during the period that the covered product is at an authorized service center or otherwise awaiting parts; (h) Any product used in a commercial setting or rental basis; (i) Failures that occur outside of the 50 contiguous states of the United States of America and the

District of Columbia; (j) Nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; accessories used in conjunction with the covered product such as pillows; buttons; (k) Unauthorized repairs and/or parts; (l) Service where no problem can be found; noises or squeaks; Any malfunction, damage or disrepair not occurring or reported within the term of this agreement; (m) Damage to brass or other plating, pictures, lamps or accessories; faux stone, granite and marble; (n) Seam separation of any kind, including fraying, tearing or shredding of fabric; decorative stitching; loss of foam resiliency in cushion cores, backs and arms; (o) Compressed paper-board, paper veneered and paper laminated surfaces; (p) Rattan, wicker and plastic furniture; Mattresses, box springs and bunkies; and (q) Bodily injury; damage to personal property; (r) Additional exclusions specific to Your Covered Product:

**SPECIFIC TO MANUFACTURER DEFECTS:** (a) Products not originally covered by a manufacturer's warranty; (b) Natural grains and/or markings on wood and/or leather, including but not limited to scars, insect bites, brand marks, embossing, wrinkles; stress tears; split leathers used in seat cushions, back cushions or top inside arm areas; suede, buffed or nubuck leathers; cracking, peeling or scaling of leather and vinyl; (c) Except as noted in "WHAT IS COVERED", Fabric; tears and wear-through, punctures, scratches, dents, burns, dirt, or color-fading or discoloration; zippers and (d) Shrinkage from cleaning; Rust or corrosion.

**SPECIFIC TO STAINS & ACCIDENTAL DAMAGE:** (a) Stains or damage resulting from dye; bleach, paint, acid or corrosive products; nail polish remover; chewing gum; accumulation and buildup of stains and soil over time, including darkened areas where the body comes into contact with the upholstery; perspiration and body or hair oils; fading, soiling or damage caused by pets (other than bodily fluids); damage from use of cleaning products not approved by the manufacturer or Us; normal soiling; mold and mildew; stains of unknown origin; "X" coded and non-colorfast fabrics and leather; stains or damage to the material caused by the owner's failure to use reasonable caution and care to protect the covered product; and (b) Stains or damage occurring prior to and during delivery or setup of your covered product, or when the product is in storage, or being moved into or out of storage, or being moved within or between residences; dye transfer; stain or damage from cleaning products not approved by the manufacturer; stains caused by medical incontinence; stains or damage caused by independent contractors or maintenance personnel; stains from leaks in appliances, sky lights or roof.

#### **CONDITIONS:**

**Renewal:** The Furniture Repair Plan is not renewable.

**Transferability:** This Agreement is transferable at no charge by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferrable. This Agreement does not replace the manufacturer's warranty.

**Territories:** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

**Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

**Arbitration:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding.

**Cancellation:** You must return to the Selling Retailer or to US for a refund. You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You will receive a full refund. If You cancel after thirty (30) days of receipt of Your Agreement You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

**INSURANCE:** THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN NEW YORK, RHODE ISLAND, AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

#### **FINANCIAL GUARANTEE:**

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

#### **STATE REQUIREMENTS AND DISCLOSURES:**

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

**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. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

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

**California:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund or to the Obligor should the Selling Retailer not be available. If You cancel after sixty (60) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available, and You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

**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. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Product or the 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 of this Agreement is removed.

**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 after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (C) 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 PREVIOUSLY DAMAGED PRODUCT.

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

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

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.

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

Massachusetts: CANCELLATION section is amended as follows: The provider shall mail a written notice to the Service Agreement Holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the Service Agreement Holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the Service Agreement Holder relating to the Covered Product or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

Michigan: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

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

Mississippi: ARBITRATION section of this Agreement is removed.

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

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. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. ARBITRATION section of this Agreement is removed.

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this Agreement is removed.

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

New Mexico: CANCELLATION section is amended as follows: 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 shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

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

North Carolina: CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement.

Oklahoma: This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: The insurance fraud warning statement on page 1 is removed in its entirety. 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. ARBITRATION section of this Agreement is removed.

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 shall be applied to refunds not paid or credited within thirty (30) 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: 4warranty Corporation, 10151 Deerwood Park Blvd, Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216) Lic # 275. 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 after 5pm Eastern Time, you are unable to reach US at 800-867-2216 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in your phone book or online. Mail Us your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this agreement will apply.

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 SAM-WSB (03/16)

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 section is amended as follows: If after 5pm Eastern Time, You are unable to reach Administrator at 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: ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.**

If You cancel within thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service.

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

**CONTRATO POR 3 AÑOS- MOBILIARIO Y TAPICERIA  
ESTE NO ES UN CONTRATO DE SEGURO**

Por favor, lea este contrato con atención ya que describe la protección que Usted recibirá a cambio de su pago. Usted debe guardar Su factura de venta del producto que compró. Es una parte integral de este Acuerdo y puede que se le solicite que Usted genere una como condición para obtener el servicio. Debe mantener Su producto en garantía según las recomendaciones del manual de propietario del fabricante o de la garantía. Lea la Página de Declaraciones o a Su factura de venta o recibo para determinar el plazo de este Contrato y saber si existe un deducible para obtener el servicio. La compra de este Contrato no es obligatoria para poder comprar Su producto u obtener financiación. Toda persona que deliberadamente intente perjudicar, defraudar o engañar a un asegurador y presente una declaración de reclamo o cualquier solicitud que contenga información falsa, incompleta o falaz es culpable de un delito grave de tercer grado.

**DEFINICIONES:**

“Nosotros” y “Nuestro(s)” hacen referencia a la compañía que se encuentra obligada bajo las condiciones de este Contrato, **4warranty Corporation**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216), en todos los estados excepto en Florida y Oklahoma donde se encuentra **Lyndon Southern Insurance Company**, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida Licencia No. 03698;

“Usted” and “Su” hacen referencia al comprador de el/los Producto(s) Asegurado(s) y a cualquier cesionario/asignatario del comprador,

“Administrador” significa 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216);

“Vendedor Minorista” significa el comerciante que vende el Producto Asegurado y este Contrato; y

“Producto Asegurado” significa el/los bien(es) de consume que Usted compró en forma simultánea con y que está(n) asegurado(s) por este Contrato.

**PLAN DE REPARACIÓN DE MOBILIARIO**

**PLAZO:** El plazo de este Contrato comienza en la fecha de entrega y continúa por el período indicado en la carátula de este Contrato, la Página de Declaraciones o Su recibo o factura de venta. La cobertura por Machas y Daño Accidental es efectiva tras la fecha de entrega. La cobertura por defectos de fabricante es efectiva tras la expiración de la porción más corta de la garantía del fabricante y la garantía del Vendedor Minorista. ESTE CONTRATO NO REEMPLAZA LA GARANTÍA DEL FABRICANTE SOBRE SU PRODUCTO ASEGURADO. En caso de que Su Producto Asegurado esté siendo reparado por un centro de servicio autorizado cuando este Contrato expire, el plazo de este Contrato se extenderá hasta que las reparaciones cubiertas se hayan completado.

**QUÉ ESTÁ CUBIERTO:** Cubriremos sólo los siguientes defectos o daños sobre Su Producto:

**Defectos de Fábrica:**

- Levantamientos, grietas o descascarados del terminado en muebles de madera sólida, chapada o laminada.
- Deformaciones, grietas, roturas o separación de marco y componentes de marco tales como abrazaderas, patas, paneles, molduras decorativas y de base, cajones, guías de cajones, láminas y guías de láminas, soportes de tensión, brazos, plataformas, pedestal y base y patas de un caballete, pernos y vigas (excepto similitud a piedra, mármol y granito);
- Rotura o torcimiento de mecanismos, resortes y bobinas; y
- Fallas de componentes eléctricos incluyendo relojes, motores e hidráulicas.

**Manchas:**

- Manchas accidentales, excepto por lo señalado en la sección “QUÉ NO ESTÁ CUBIERTO”, sobre alfombras, telas, vinilo o cuero (excepto nobuk, gamuza y cuero esmerilado) que resulten de derrames normales de comidas y bebidas y manchas biológicas de humanos o mascotas (excepto transpiración y aceites capilares y corporales); tinta de bolígrafo, esmalte para uñas.

**Daño Accidental:**

- Perforaciones Accidentales o roturas en telas, cuero o vinilo por causas externas causadas por un mismo incidente;
- Descascarado Accidental o desportilladuras en madera y otras superficies (excepto similitud a piedra, mármol y granito) que penetren el terminado exponiendo el sustrato;
- Rotura accidental y pérdida de azogue en espejos; rotura accidental de vidrios;
- Quemaduras menores de un solo incidente causadas exclusivamente por cigarrillos, cigarrillos o pipas de tabaco;
- Marcas de líquidos o manchas sobre superficies de madera, madera chapada o madera laminada causadas por alimentos y bebidas domésticas, causadas por un solo incidente; y
- Marcas de calor en superficies de madera sólida, chapada o laminada generadas por ítems normales del hogar, causadas por un único incidente. Marcas de calor significa decoloración, aparición de ampollas o burbujas en el terminado de madera a causa del calor, y no incluyen carbonizado, quemaduras o marcas aisladas.

Las partes serán reemplazadas a Nuestra discreción con otras de calidad similar según Nosotros lo determinemos, y pueden ser nuevas o re fabricadas. No garantizamos que los colores coincidan si se trata de artículos de tela, cuero, vinilo o terminados de maderas. Si el producto asegurado (1) no puede ser reparado, (2) si el costo de reparación excede el precio de compra original, o (3) si las partes ya no están disponibles o han sido discontinuadas por el fabricante, el ítem afectado será reemplazado con un producto de características similares a Nuestra discreción, que no exceda el precio de compra del producto asegurado, excluyendo impuestos de venta, costos de entrega y de instalación. USTED ES REPOSABLE POR CUALQUIER IMPUESTO DE VENTA, COSTO DE ENVÍO E INSTALACIÓN ASOCIADO CON EL REEMPLAZO DE UN ÍTEM.

**LÍMITE DE RESPONSABILIDAD:** Nuestro límite de responsabilidad por Su Producto Asegurado es el costo menor de las reparaciones autorizadas, o el reemplazo con un producto de características similares según Nosotros lo determinemos a Nuestra discreción. Sin embargo, en ningún caso Nuestra responsabilidad total por reparaciones o reemplazos excederá el precio de compra del Producto Asegurado, excluyendo impuestos de venta y los gastos de envío e instalación. Una vez realizado el reemplazo, Nosotros ya no tendremos ninguna obligación por el producto reemplazado de acuerdo con los términos de este contrato. Los gastos de servicio, cargos por viaje, cargos de detalle, tarifas de inspección o presupuestos de arreglos que no estén cubiertos por este Contrato son Su responsabilidad.

**CÓMO OBTENER EL SERVICIO:** Usted debe Contactarse con el Administrador para acceder al servicio de mantenimiento autorizado dentro de los siete (7) días siguientes al momento en que Usted descubrió el defecto en Su producto asegurado. Llámenos gratis al (800) 867-2216 entre las 8:00 a.m. y las 5:00 p.m. hora local del este o ingrese online a [www.4repairs.net](http://www.4repairs.net). Antes de que NOSOTROS enviemos a un técnico a Su ubicación, podemos solicitar que Usted NOS brinde fotografías de su Producto defectuoso o dañado. Puede que se requiera un deducible para brindar el servicio para Su Producto Asegurado según se indica en la Página de Declaraciones de este Contrato. Todas las reparaciones deben ser autorizadas por el Administrador antes de que se realicen los trabajos de reparación. Las Solicitudes para reparaciones no autorizadas pueden ser rechazadas. Puede que se le solicite un número de tarjeta de crédito antes de despachar el servicio a su ubicación. Si Usted rechaza el mantenimiento de un ítem asegurado luego de que hayamos despachado al técnico hacia Su ubicación, le cobraremos por el costo de traslado aplicable de ese técnico. Excepto por casos en los que existan daños de envío, si Usted rechaza el envío de Su ítem de reemplazo, se le reembolsará el precio de compra de este Contrato y Nosotros no tendremos más responsabilidades.

**Mantenimiento a Domicilio** se realizará en Su hogar siempre que sea posible. El centro de servicio autorizado puede decidir retirar Su Producto Asegurado para realizar mantenimiento en el centro y devolverá el Producto Asegurado una vez que se haya finalizado con el mantenimiento. El tiempo adicional y los cargos por millaje adicionales para reparaciones a domicilio que excedan las 25 millas terrestres continuas o el radio de servicio normal del centro de mantenimiento autorizado no están cubiertas por este contrato, y son Su responsabilidad. Si usted no se encuentra dentro del área de un centro de mantenimiento autorizado por el Administrador, Usted puede solicitar terminar el contrato y una devolución del precio de venta de acuerdo con las disposiciones de cancelación de este Contrato. Si Usted así lo decide, el Administrador brindará mantenimiento en el local de mantenimiento más cercano y Usted debe cubrir los gastos de retiro y entrega. El servicio de mantenimiento está disponible durante las horas de comercio normales del proveedor. No garantizamos días o el tiempo de reparación. No seremos responsables por ningún daño que surja de demoras, ya sea antes o después de un día u hora en la que se acordó realizar el mantenimiento. Usted debe asegurarse de que el producto esté

razonablemente accesible para la persona encargada de la reparación. Si no se puede acceder al producto, Nosotros podemos negarnos a brindar el servicio o cobrarle a Usted un cargo adicional, proporcional a la dificultad que existió para trabajar en el producto.

**QUÉ NO ESTÁ CUBIERTO:** No cubriremos pérdidas o daños causados por ninguno de los siguientes: (a) Cualquier mancha, pérdida o daño que no esté descrito expresamente en la sección "QUÉ ESTÁ ASEGURADO" (ninguna otra mancha, defecto o daño estará asegurado por este Contrato); (b) Reparaciones de producto que deberían ser cubiertas por la garantía del fabricante o del Vendedor Minorista, o que son resultado de un retiro, sin importar si el fabricante y el Vendedor pueden o no pagar por tales reparaciones; (c) Condiciones pre-existentes que ocurran antes de la fecha efectiva de este Contrato y/o cualquier producto que se venda usado, dañado, o "TAL COMO ESTÁ", (d) Revisiones periódicas, mantenimiento preventivo y limpieza general según las instrucciones del fabricante; (e) Partes o reparaciones causadas por el desgaste normal; daños que haya causado Usted mismo en la asamblea de muebles listos para armar; (f) Excepto en cuanto a lo estipulado en "QUÉ ESTÁ ASEGURADO", daños causados por accidentes, abuso, uso incorrecto, manipulación incorrecta, introducción de objetos externos en, sobre o alrededor del producto; modificaciones o alteraciones en el producto asegurado; falla por parte del dueño para adherirse a las instrucciones del fabricante; causas externas de cualquier tipo, incluyendo pero sin limitación a, acciones de terceras partes, incendio, robo, insectos, exposición a las inclemencias del tiempo, temperaturas extremas, vendaval, arena, tierra, granizo, terremoto, inundación, agua. (g) Daños fortuitos, indirectos o secundarios o demoras en la provisión de servicios de acuerdo con los términos de este contrato, o pérdida de uso durante el período en que el producto asegurado se encuentra en un centro de mantenimiento o esperando reparación de alguna otra forma; (h) Cualquier producto que sea usado en un establecimiento comercial o en régimen de alquiler; (i) ) Fallas que ocurran fuera de los 50 estados continuos de los Estados Unidos de América y el Distrito de Columbia; (j) Partes no funcionales o estéticas incluyendo pero sin limitación a partes plásticas, perillas, ruedas, cestos; accesorios que se usen en conjunto con el producto asegurado como almohadas; botones; (k) Reparaciones y/o partes no autorizadas; (l) Servicio en el cual no se puede detectar un problema; ruidos o chirridos; Cualquier falla en el funcionamiento, daño o deterioro que no ocurra o sea reportada dentro del plazo de este contrato; (m) Daño sobre cobre u otros enchapados, imágenes, lámparas o accesorios; piedra de imitación, granito y mármol; (n) Separación de costuras de ningún tipo, incluyendo deshilachado de las costuras de la tela; bordado decorativo; pérdida de resistencia de espuma en cojines, respaldares y brazos; (o) Superficies de conglomerado de cartón, cubiertas de papel, y laminadas con papel; (p) Muebles de ratán, mimbre y plástico; Colchones, colchones de resortes y literas; y (q) Lesiones corporales; daños a propiedad personal; (r) Exclusiones adicionales específicas para Su Producto Asegurado:

**ESPECÍFICO A LOS DEFECTOS DEL FABRICANTE:** (a) Productos que no estén cubiertos por la garantía original del fabricante; (b) Veteado y/o marcas naturales sobre madera y/o cuero, incluyendo pero sin limitación a cicatrices, mordeduras de insectos, marcas de identificación, arrugas; desgaste por uso, repujes; desgarras; serrajes utilizados en almohadones de asientos, respaldares o dentro de áreas de apoyabrazos; cueros gamuzados, esmerilados o nobuk; agrietado, descascarado o escamado de cuero y vinilo; (c) Excepto según lo estipulado en "QUÉ ESTÁ CUBIERTO", Telas; roturas y desgaste, perforaciones, ralladuras, quemaduras, suciedad, o degaste de color o decoloración; cierres y (d) Encogimiento causado por la limpieza; Óxido o corrosión.

**ESPECÍFICO A MANCHAS Y DAÑO ACCIDENTAL:** (a) Manchas o daño que resulte del teñido; cloro, pintura, ácido o productos corrosivos; quita esmalte, goma de mascar; acumulación de manchas y tierra con el transcurso del tiempo, incluyendo áreas oscurecidas donde el cuerpo entre en contacto con el tapizado; transpiración o aceites capilares o corporales; decoloración, suciedad y daño causado por mascotas (distintos a los de los fluidos corporales); daño causado por el uso de productos de limpieza no aprobados por el fabricante o Nosotros; suciedad normal; moho y mildiú; manchas de origen desconocido; telas y cueros "X" y no resistentes al desteñido, manchas o daños en el material causado por la falta de cuidado o precaución del dueño en el uso del producto asegurado; y (b) Manchas o daños que ocurrieron antes o durante el envío o instalación de Su producto asegurado, o cuando el producto estaba almacenado, o siendo trasladado hacia o fuera del almacén, o siendo trasladado entre residencias; transferencia de tinturas, manchas o daños causadas por productos de limpieza no aprobados por el fabricante, manchas causadas por incontinencia médica; manchas o daños causados por contratistas independientes o personal de mantenimiento; manchas causadas por pérdidas de electrodomésticos, claraboyas o techos.

#### **CONDICIONES:**

**Renovación:** El Plan de Reparación de Mobiliario no es renovable.

**Transferibilidad:** El comprador original puede transferir sin cargo este Contrato por el saldo del período de protección extendido original. El Producto Asegurado puede registrarse enviando la información al Administrador por correo, incluyendo el número de referencia del contrato, la fecha de la nueva titularidad, el nombre del nuevo dueño, dirección completa y número de teléfono. La garantía del fabricante no es transferible. Este Contrato no reemplaza la garantía del fabricante.

**Territorios:** El territorio del contrato está limitado a los Estados Unidos de América, incluyendo el Distrito de Columbia, solamente. No incluye ningún Territorio de Canadá o EEUU incluyendo Guam, Puerto Rico, o U.S. Virgin Islands.

**Subrogación:** Si Nosotros pagamos por una pérdida, podemos requerir que Usted nos asigne Sus derechos de recuperación contra terceros. No pagaremos por su pérdida si Usted perjudica estos derechos de recuperación. Sus derechos de recuperación de otras partes son derechos irrenunciables.

**Arbitraje:** En caso de que exista un desacuerdo entre Usted y Nosotros con respecto a los costos, cualquiera de las partes puede solicitar por escrito un arbitraje. Esto debe hacerse dentro de los sesenta (60) días siguientes al día en que Usted presentó Su reclamo. Cada parte seleccionará a un árbitro. Los dos (2) árbitros seleccionarán a un juez. Cada parte se hará cargo de los gastos del árbitro que ha seleccionado. Los gastos del juez serán compartidos de forma igualitaria. A menos que ambas partes acuerden lo contrario, el arbitraje tendrá lugar en el condado y estado donde Usted vive. Se aplicarán las regulaciones locales. La decisión de la mayoría será vinculante.

**Cancelación:** Usted debe devolver al Vendedor Minorista para obtener un reembolso. Usted puede cancelar este Contrato por cualquier razón en cualquier momento. Si Usted cancela este Contrato dentro de los treinta (30) días siguiente al recibo de Su Contrato, recibirá un reembolso total. Si Usted cancela pasados los treinta (30) días del recibo de Su Contrato, Usted recibirá un reembolso prorrateo en base al plazo de vencimiento menos veinticinco dólares (\$25) en concepto de tasa de cancelación, o un diez por ciento (10%) del precio de compra (el que sea menor), menos el costo de los reclamos pagados. Nosotros no podemos cancelar este Contrato excepto en caso de fraude, tergiversación material o falta de pago de Su parte; o si así lo requiriera una autoridad reguladora. El aviso de tal cancelación será por escrito y será enviado al menos treinta (30) días antes de la cancelación. Si Nosotros cancelamos, la prima de devolución estará basada en el cien por ciento (100%) de la prima prorrateo no devengada.

**SEGURO:** EL DEUDOR BAJO LOS TÉRMINOS DE ESTE CONTRATO ESTÁ ASEGURADO POR "LYNDON SOUTHERN INSURANCE COMPANY". 10151 DEERWOOD PARK BLVD., BLDG 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPTO EN GEORGIA DONDE EL DEUDOR ESTÁ ASEGURADO POR "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738. SI EL ADMINISTRADOR NO BRINDA UN SERVICIO O NO PAGA UN RECLAMO DEBTO DE LOS SESENTA (60) DÍAS, USTED PUEDE PRESENTAR SU RECLAMO DIRECTAMENTE ANTE LA ASEGURADORA EN LA DIRECCIÓN MENCIONADA ARRIBA.

#### **REQUISITOS ESTATALES Y DIVULGACIONES:**

**Alabama:** La sección de CANCELACIÓN posee las siguientes enmiendas: Se aplicará una penalización del diez por ciento (10%) por mes a reembolsos que no se paguen o acrediten dentro de los treinta (30) días siguientes a la recepción de un Contrato de Servicios devuelto.

**Florida:** Este Contrato es entre el Proveedor, Lyndon Southern Insurance Company (Licencia No. 03698) y Usted, el comprador. Si Usted cancela este Contrato, la devolución de la prima estará basada en el noventa por ciento (90%) de la prima prorrateo no devengada menos cualquier reclamo que se haya pagado o menos el costo de las reparaciones realizadas por Usted. Si este Contrato es cancelado por el Proveedor o Administrador, la devolución de la prima se basará en el cien por ciento (100%) de la prima prorrateo no devengada menos cualquier reclamo que se haya hecho o menos el costo de las reparaciones hechas en Su nombre. **La tasa cobrada por este contrato de servicio no está sujeta a regulaciones del Departamento de Regulación de Seguros de Florida.** La sección de ARBITRAJE de este contrato se elimina.

**Georgia:** La cobertura es efectiva tras el vencimiento de la porción más corta de la garantía del fabricante. La sección de CANCELACIÓN posee las siguientes enmiendas: Si Usted cancela tras transcurridos treinta (30) días de la recepción de Su Contrato, Usted recibirá un reembolso prorrateo del precio del Contrato. En caso de cancelación por parte NUESTRA, se enviará un aviso de tal cancelación por escrito al menos treinta (30) días antes de que la cancelación sea efectiva. La cancelación cumplirá con las disposiciones de la Sección 33-24-44 del Código de Georgia. Los Reclamos pagados y las tasas de cancelación no serán deducidos de ningún reembolso como resultado de la cancelación. Cualquier reembolso que se deba y no sea pagado está sujeto a una penalización equivalente al veinticinco (25) por ciento del reembolso adeudado y a intereses del dieciocho por ciento (18%) anual hasta que sea pagado; sin embargo, tal penalización no debe exceder el cincuenta por ciento (50%) del monto del reembolso. Nosotros no podemos cancelar este Contrato excepto en caso de fraude, tergiversación material, o falta de pago por Su parte. La sección de ARBITRAJE de este Contrato es eliminada. En la sección "QUÉ NO ESTÁ ASEGURADO" de este Contrato, la exclusión (C) se elimina y reemplaza con: CUALQUIER Y TODA CONDICIÓN PREEXISTENTE DE SU CONOCIMIENTO QUE OCURRA ANTES DE LA FECHA EFECTIVA DE ESTE CONTRATO Y/O CUALQUIER PRODUCTO QUE SE VENDA USADO, DAÑADO O EN LAS CONDICIONES ACTUALES.

**Mississippi:** La sección de ARBITRAJE de este Contrato se elimina.

**North Carolina:** La sección de CANCELACIÓN posee las siguientes enmiendas: No podemos cancelar este **Contrato** excepto en caso de que exista una falta de pago de **Su** parte o de que Usted viole cualquiera de los términos y condiciones de este **Contrato**.

**Oklahoma:** Este **Contrato** no es un contrato de seguro. La cobertura brindada por este contrato no está garantizada por la Asociación de Garantía de Seguros de Oklahoma. La sección de CANCELACIÓN posee las siguientes enmiendas: En caso de que **Usted** cancele este **Contrato**, la devolución de la prima se basará en el noventa por ciento (90%) de la prima prorata no devengada, menos cualquier reclamo que haya sido pagado o menos los costos de reparaciones realizadas en representación **Suya**. En caso de que **Nosotros** cancelemos este **Contrato**, la devolución de la prima se basará en el cien por ciento (100%) de la prima prorata no devengada, menos los reclamos que se hayan pagado o menos los costos de reparaciones realizadas en representación **Suya**. ARBITRAJE – Aunque el arbitraje es obligatorio, el resultado de todo arbitraje será no-vinculante para las partes, y cualquier parte tendrá, tras el arbitraje, derecho a rechazar el laudo arbitral y presentar una demanda en la corte del distrito de Oklahoma.

**South Carolina:** Si **Usted** compró este **Contrato** en South Carolina, las quejas o preguntas relacionadas con este **Contrato** pueden dirigirse al Departamento de Seguros de South Carolina, P.O. Box 100105, Columbia, South Carolina 29202-3105, número telefónico 803-737-6180. La sección de CANCELACIÓN posee las siguientes enmiendas: Se aplicará una penalización del diez por ciento (10%) mensual sobre los reembolsos que no se paguen dentro de los treinta (30) días siguientes a la recepción de un **Contrato** de Servicios devuelto.

**Texas:** Si **Usted** compró este **Contrato** en South Carolina, las quejas o preguntas relacionadas con las regulaciones de los servicios de este contrato pueden dirigirse al Departamento de Texas de Licencias y Regulaciones, P.O. Box 12157, Austin, Texas 78711, número telefónico (512) 463-2906 o (800) 803-9202. Administrador: **Warranty Corporation**, 10151 Deerwood Park Blvd, Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216) Lic # 275. La sección de CANCELACIÓN posee las siguientes enmiendas: **Usted**, el titular del **Contrato** de Servicio puede solicitar un reembolso directo del asegurador si un reembolso o crédito no ha sido pagado al día 46 de la fecha en la que devolvió **Su Contrato** al proveedor.