

TERMS AND CONDITIONS FOR AGREEMENT

This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the product **You** purchased. They are integral parts of this **Agreement** and **You** may/will be required to produce them in order to obtain service. **You must maintain the Covered Product as recommended by the manufacturer's owner's manual and warranty.** Refer to the Certificate of Coverage of this **Agreement** or **Your** sales receipt or invoice to determine the term of this **Agreement** and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT; (2) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE COVERED PRODUCT.

I. DEFINITIONS

- (1) **"Obligor," "We," "Us," and "Our"**: The company obligated under this **Agreement** is OnPoint Warranty Solutions, LLC located at 9900 Corporate Campus Drive, Ste. 2050, Louisville, KY 40223.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser.
- (3) **"Administrator"**: OnPoint Warranty Solutions, LLC, 9900 Corporate Campus Drive, Ste. 2050, Louisville, KY 40223, 877-679-4498.
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product(s) that **You** purchased from the **Selling Retailer** and that is or are listed on the Certificate of Coverage and covered by this **Agreement**.

II. COVERAGE TERMS

AGREEMENT TERM AND PRICE: The term of the **Agreement** (the "Term") begins on the date of **receipt of the Covered Product**. The cost and length of the Term are both found on the Certificate of Coverage as well as on **Your** receipt or Purchase Order ("PO"). Please keep these terms and conditions, Certificate of Coverage and **Your** receipt or PO for the **Covered Product(s)** covered by this **Agreement**; **You** may be required to produce them to receive service.

1. **MANUFACTURER'S RESPONSIBILITY:** The **Agreement** complements but does not replace the manufacturer's warranty for any **Covered Product**. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.

2. **COVERAGE:** Under the **Agreement**, **We** will furnish the required (i) parts and/or (ii) services (performed by an authorized service technician designated by **Us**) to repair and service or (where applicable) to replace the **Covered Product**. **You** must provide a safe, non-threatening environment as determined by **Our** technician in order to receive in-home service and the **Covered Product** that requires a repair must be easily accessible to the technician, which may include moving the **Covered Product** to an open space or other designated area. The **Agreement** covers:

For All Products:

- (a) Failure of integral electrical and mechanical components
- (b) Failure of lifting, heating, or cooling mechanics

For Portable Electronic Products only:

- (a) Accidental damage, including damage from drops, spills and liquid damage associated with the handling and use of **Covered Products** such as handheld devices, camcorders, cameras and camera lens (see more details in Section 8 below, Accidental Damage from Handling)

For Furniture Products only:

- (a) All accidental stains attributed to a single occurrence (excluding accumulation defined as a gradual build-up of dirt, dust, body oils and perspiration)
- (b) Accidental rips, tears, burns, and punctures
- (c) Accidental scratches, gouges, chips or dents that penetrate the topcoat of hard surface finishes
- (d) Damage caused by nail polish remover
- (e) Heat marks caused by brief flame or heat
- (f) Water or beverage marks or rings
- (g) Failure of, or accidental damage to, frames, panels or springs
- (h) Failure of, or accidental damage to, sleeper, recliner, lifting, heating and/or vibrating mechanics
- (i) Failure of integral electrical components
- (j) Lifting or incident-specific chipping of veneers or laminates exposing the substrate
- (k) Warping
- (l) Loss of silvering on mirrors
- (m) Checking, cracking, bubbling or peeling of finish caused by a specific incident
- (n) Glass or mirror chipping or breakage

For Covered Products covered by Optional Accidental Damage from Handling ("ADH") only:

- (a) ADH only covers operational or mechanical failure caused by a single incident while handling.

See Section III, WHAT IS NOT COVERED, below for limitations and exclusions to coverage.

3. **POWER SURGE PROTECTION:** The **Agreement** covers parts and labor costs resulting from a mechanical or electrical failure of the **Covered Product** caused by a power surge, but the **Agreement does not cover power surges caused by direct strikes of lightning.**

4. **NO LEMON COVERAGE.** If **We** complete a functional repair of the **Covered Product** three times during any continuous 12-month period and the **Covered Product** then requires a subsequent functional repair (a 4th repair) during the same 12-month period (as verified by **Our** authorized service center), **We** will, at **Our** discretion and subject to the terms of the **Agreement**, (i) replace the **Covered Product** with a new or refurbished product of similar features and functionality (though not necessarily the same brand or color), or (ii) issue a credit towards merchandise ("Merchandise Credit") as set forth in **Section 7. Product Replacement**, provided that in either case, **the replacement or credit will not exceed the original purchase price of the Covered Product.** If **We**, decide to take possession of the defective product, **We** will provide the method to return the product at our expense. For the purpose of this provision, one repair occurs when one service request is fulfilled requiring the repair or replacement of functional parts, but shall not include product diagnosis, customer instruction, repair or replacement of accessory, cosmetic, or nonfunctional parts, or any repair covered under a manufacturer's product recall. The **Agreement** will immediately be deemed fulfilled and will end on the date of replacement under this provision.

5. **FOOD LOSS COVERAGE:** If the refrigerator or freezer encounters a mechanical or electrical part failure that results in spoilage of food, **We** will cover **You** for the value of the spoiled food, to a **maximum of \$200 for each claim. Only one food claim can be made during any 12-month period and must be reported within 2 weeks of the event that caused the food loss.** If the **Covered Product** is still under manufacturer's warranty, this coverage will apply to supplement any food loss coverage provided under such warranty, but in no event, will the **total coverage exceed the maximum per plan amount or the actual value of the spoiled food.**

6. **PARTS:** Parts used for repairs under the **Agreement** may be either new or rebuilt or non-original manufacturers'

parts, at **Our** option.

7. **PRODUCT REPLACEMENT:** **Our limit of liability is the actual cash value of the Covered Product in operating condition at the time of the claim.** **We** determine actual cash value based on factors such as the cost of replacement less any depreciation. Depreciation is assessed based on the condition of the **Covered Product** immediately before the damage occurred and the normal product life expectancy. At **Our** complete discretion, **We** may opt to replace **Your Covered Product** with a new or refurbished product with similar features and functionality (though not necessarily the same brand). Technological advancements may result in a replacement product with a lower selling price than the **Covered Product**. If **We** replace the **Covered Product** after expiry of the manufacturer's warranty and during the Term, then our obligations under the **Agreement** will immediately be deemed fulfilled and the **Agreement** will end on the date of replacement.

8. **ACCIDENTAL DAMAGE FROM HANDLING ("ADH"):** If **You** were offered and elected to include accidental damage from handling (ADH) as an integral part of **Your** coverage, it augments this **Agreement** by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of **the Covered Product**, as referenced in section 2, above.

ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the **Covered Product**, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between **You** and **Our** service providers.

9. **TO REQUEST SERVICE:** Service can be requested by calling +1 877-679-4498, or by going online at any time.

10. **TIME AND PLACE FOR SERVICE:** Service will be provided in **Your** home. For In-Home Service, service will be performed during the normal business hours of the authorized technician.

11. **RENEWAL:** No party is obligated to renew the **Agreement**. Prices may change upon renewal. By purchasing the **Agreement**, **You** agree that **You** may be called to notify **You** of renewals. **We** reserve the right to determine the eligibility of products for coverage or equipment for coverage under any renewal offer, which may mean **We** do not contact **You** for a renewal.

12. **CANCELLATION:** This **Agreement** provides a thirty (30) day free look period from the purchase date or date of possession of the **Agreement**. **You** may cancel this **Agreement** by informing the **Selling Retailer** of **Your** cancellation request within thirty (30) days from the date of purchase or possession of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less, unless otherwise restricted by law. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. Return of the fees paid for the **Agreement** is based upon 100% of the unearned pro-rata premium.

13. **TRANSFERABILITY:** The **Agreement** is transferable to any subsequent owner of the **Covered Product**, subject to the terms and conditions contained herein.

14. **LIMITATION OF LIABILITY: EXCEPT FOR ANY GROSS NEGLIGENCE ON OUR PART, YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL WE OR OUR AGENTS, CONTRACTORS OR LICENSEES, BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF COVERED PRODUCTS OR ANY OTHER PROPERTY, INCLUDING, WITHOUT LIMITATION, REAL OR PERSONAL PROPERTY, PRODUCTS OR EQUIPMENT, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF COVERED PRODUCTS SERVICED OR REPAIRED UNDER THE AGREEMENT, DELAYS IN SERVICING OR REPAIRING, OR THE INABILITY TO SERVICE OR REPAIR COVERED PRODUCTS.**

15. **DISPUTE RESOLUTION: PLEASE READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY TO**

UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Notwithstanding the foregoing, **You** have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to **Us** via certified mail within thirty (30) days of the purchase of this **Agreement**.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Dispute Resolution Provision, **You, We**, and the **Administrator** (the "**Parties**") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Dispute Resolution Provision sets forth the terms and conditions of our agreement to binding arbitration. The **Parties** agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce and the Federal Arbitration Act ("**Act**") applies to this Dispute Resolution Provision. The **Parties** agree to resolve all claims, disputes and controversies (collectively "**Claims**") related in any way to this **Agreement** by binding arbitration, including but not limited to **Claims** related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, **Claims** arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. Notwithstanding this agreement to arbitrate, each of the **Parties** retains the right to seek remedies in small claims court, except on a class action or collective basis, to resolve any **Claim** within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any **Claims** arising under this **Agreement** between or among the **Parties**.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DISPUTE RESOLUTION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("**AAA**"). The arbitration shall be governed pursuant to the **AAA** Consumer Arbitration Rules (the "**Code**"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the **Code** in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **You** may choose to have any arbitration hearing held in the county in which You live, the closest **AAA** location to **Your** residence, or via telephone. For information about how to initiate arbitration with the **AAA**, the **Parties** shall refer to the **AAA Code** and forms at www.adr.org or call (800) 778-7879. Each **Party** is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorney's fees.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES

16. **ENTIRE AGREEMENT:** The terms and conditions provided herein, together **Your** Certificate of Coverage, sales invoice and/or receipt, as well as any other document and written information **We** provided **You** in relation to the **Agreement**, constitutes the entire **Agreement** between **Us** and **You** with respect to repair and/or replacement of the **Covered Product**, and it cancels and supersedes any prior agreements or communications, written or oral, in respect thereof, and there are no express or implied terms, conditions, agreements,

commitments, representations or warranties or other duties whatsoever which are not expressly provided for in writing.

III. WHAT IS NOT COVERED

(A) Products not originally covered by a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's warranty; (C) 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; (D) Cleaning, periodic checkups, and preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement; (F) 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, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; (H) Failure to follow the manufacturer's instructions for operation and care of the Covered Product; (I) External causes of any kind, including third party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God, or consequential loss of any nature; (J) Loss or damage caused by invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion; (K) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; (L) Loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (M) Any product used in a commercial setting or rental basis unless You purchased a Commercial Coverage Plan; (N) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (O) Non-functional or aesthetic electronics and appliances parts including but not limited to cabinets, doors, hinges bent or damaged by consumer, plastic parts, knobs, rollers, baskets; scratches, peeling and dents, unless otherwise noted as covered in Section 2, COVERAGES, above; (P) Unauthorized repairs and/or parts; (Q) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (R) Accessories used in conjunction with a Covered Product including remote controls; (S) Any other loss other than a covered breakdown; (T) Service where no problem can be found including, but not limited to, noises, squeaks, and breakdowns which are not reported during the Term of this Agreement; and (U) Any breakdown or condition that results from abnormal usage of the Covered Product.

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover: (A) Non-operating or external parts, e.g. protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges bent or damaged by consumer, light bulbs, projection bulbs, filters, and hoses; (B) Any installed accessory item, e.g., gas or electronic connectors; (C) Any antennae or antennae system, 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 or water supply, water and power connectors and connections, reception or normal signal; (D) Speakers, except surround-sound home theater, remote controls, phonograph cartridges and stylus, headphones; and (E) Burned-in image in CRT, PLASMA, LCD or any other type of display.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this Agreement does not cover damage caused by or due to: (A) Overheating caused by accumulation of dust, vermin or fan blockage, dropping, food and beverage spills, misuse and abuse; (B) 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, damage caused from refilled ink cartridges; (C) Broken or cracked LCD/display screens in notebooks or other portable monitors, burned-in image in CRT, LCD or any other type of display, application programs, operating software, other software, loss of data or restoration of programs; (D) 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; and (E) Toner and ink cartridges, or cables.

Specific to Furniture: In addition to the exclusions listed above, this Agreement does not cover: (A) Defects,

stains, or damages caused as a result of, abuse, misuse, physical force or furniture that is in an unserviceable condition; (B) Neglect, theft, vandalism or malicious mischief; (C) Accidents unless otherwise noted under the Coverage section; (D) Collapse or explosion; (E) Spillage of any kind unless otherwise noted under the Coverage section; (F) Exposure to weather conditions and/or environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, explosions, natural disasters, moisture water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, tornados or other acts or God; (G) Riot, nuclear radiation, war or hostile action, radioactive contamination; (H) Intentional or accidental damage by third parties; (I) Sun fade or direct exposure to sunlight, bright light or extreme heat, extreme temperature or humidity changes, atmospheric conditions, any heating process, and/or drying; (J) Fungus, mold, mildew, rot or rust; (K) Vermin or insects; (L) Stain or damage cause by incontinence; (M) Any independent services or repair contracts, such as but not limited to plumber, painter or other service or maintenance personnel and/or damage caused by any repair personnel or any owner, employee or third party; (N) Damage occurring prior to or during delivery or while furniture is being moved between residences or into or out of storage; (O) Pet damage (except bodily fluids as outlined under the Coverage's section); (P) Scratches unless specified as covered in Section 2 'For Furniture Products only'; (Q) Appliance malfunctions and any resultant leak there from; (R) Any stain, soiling or damage resulting from everyday use or which has built up over time, e.g. hair, body or suntan oils and/or lotions; (S) Signs of soiling include darkened areas where the body comes into contact with the furniture (these darkened areas are signs of soil build-up, which is not covered); (T) General maintenance and overall cleaning of the furniture; (U) Damage due to harsh or corrosive chemicals; (V) Acids, including without limitation, dyes and inks (except ballpoint), plant food, fertilizer, bleach, and gum; (W) Any non-operating part or decorative parts such as hinges, knobs, handles, or shelves; (X) Coverage under another insurance program; (Y) Delivery and/or redelivery and/or loss or damage to the Covered Product while in the course of transit; (Z) Design deficiency; (AA) Fabrics with "X" cleaning codes and non-colorfast fabrics and leathers; (AB) Odors; (AC) Variation of the color, or graining of wood or wood products, marble or leather; (AD) Split leathers used in seat cushions, back cushions or top or inside arm areas; (AE) Natural markings on leather, such as, healed scars, insect bites, brand marks or wrinkles, or suede, and leathers with embossed patterns other than those stimulating natural cowhide; (AF) Non-bovine leathers, nubuck and other buffed leathers; (AG) Stains, color loss or damage resulting from cleaning methods or products (detergents, abrasives or other harsh cleaning agents) other than those recommended by the furniture manufacturer; (AH) Stone or sand abrasion; (AI) Loss or damage resulting from pre-existing conditions known to You; (AJ) Wear related issues, such as, but not limited to, fading, wear, seam separation, stress tears, loss of foam resiliency, pilling or fraying of any fabric on all types of furniture; (AK) Color loss or cracking and peeling on any leather or vinyl; (AL) Splits or bi-cast leather; and (AM) furniture that is used for commercial, institutional, outdoor or rental purposes.

Specific to Accidental Damage from Handling ("ADH"): ADH does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events.

IV. INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250 GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. GENERALI U.S. BRANCH OPERATES UNDER THE FOLLOWING NAMES: GENERALI ASSICURAZIONI GENERALI S.P.A. (U.S. BRANCH) IN CALIFORNIA, ASSICURAZIONI GENERALI - U.S. BRANCH IN COLORADO, GENERALI U.S. BRANCH DBA THE GENERAL INSURANCE COMPANY OF TRIESTE & VENICE IN OREGON, AND THE GENERAL INSURANCE COMPANY OF TRIESTE AND VENICE - U.S. BRANCH IN VIRGINIA. GENERALI U.S. BRANCH IS ADMITTED OR LICENSED TO DO BUSINESS IN ALL STATES AND THE DISTRICT OF COLUMBIA. 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 OR BY CALLING TOLL-FREE AT 1-833-941-1089.

V. STATE REQUIREMENTS AND DISCLOSURES

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

ALABAMA: **You** may return this **Agreement** within twenty (20) days of the date the **Agreement** was provided to **You** or within ten (10) days if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. If **You** cancel this **Agreement** after the first 20 days, **You** will receive the unearned portion of the full purchase price of the **Agreement**, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. The **Obligor** will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the **Obligor**. These provisions apply only to the original purchaser of the **Agreement**. Obligations of the **Obligor** are backed by the full faith and credit of the **Obligor**, as well as by a service contract reimbursement policy. In the event the **Obligor** cancels the **Agreement**, the **Obligor** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by **You** relating to the **Covered Property** or its use.

ARIZONA: All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by **Us** or the **Selling Retailer**. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**. CANCELLATION section is amended as follows: If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less an administrative fee to not exceed ten percent (10%) of the cost of the contract or [\$50.00], whichever is less. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. OnPoint Warranty Solutions, LLC is the provider and the **Obligor** for this **Agreement** in Arizona. DISPUTE RESOLUTION provision does not preclude **Your** right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

CALIFORNIA: With respect to California contract holders, the **Obligor** and **Administrator** under this **Agreement** is OnPoint Warranty Solutions, LLC. This **Agreement** may be cancelled by the contract holder for any reason, including, but not limited to, the **Covered Product** covered under this contract being sold, lost, stolen or destroyed. If **You** decide to cancel the **Agreement**, and cancellation notice is received by the **Selling Retailer** within 60 days of the date **You** received the **Agreement**, and **You** have made no claims against the **Agreement**, **You** will be refunded the full **Agreement** price, less any claims; or if the **Agreement** is cancelled by written notice after 60 days from the date **You** received this **Agreement**, **You** will be refunded a pro-rated amount of the **Agreement** price, less any claims paid or less an administrative fee of 10% of the **Agreement** price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. DISPUTE RESOLUTION 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. Informal dispute resolution is not available.

COLORADO: Action under this **Agreement** may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to this **Agreement** may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

CONNECTICUT: If **You** purchased this **Agreement** in Connecticut, **You** may pursue mediation to settle disputes between **You** and the provider of this **Agreement**. In the event that the parties cannot reach

agreement, **You** may file a formal written complaint to: State of Connecticut, Insurance Department, [P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs]. The written complaint must describe the dispute, identify the price of the product and cost of repair, including a description of any attempts made to resolve the dispute and the results of such attempts and include a copy of this **Agreement**. In the event the **Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the Term of this **Agreement** will be extended until covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

FLORIDA: This **Agreement** is between the provider, [Obligor or Insurer Name (License No. xxxxxx)] and **You**, the purchaser. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. 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 **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation.

DISPUTE RESOLUTION section of this Agreement is removed.

The **Obligor** and **Administrator** under this **Agreement** is OnPoint Warranty Solutions, LLC. The rates charged for this **Agreement** are not subject to regulation by the Florida Office of Insurance Regulation.

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 this **Agreement**, **You** will receive a pro rata refund of the **Agreement** price. **Administrator** may cancel this **Agreement** upon thirty (30) days written notice to **You**. 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. **You** may cancel this **Agreement** at any time by notifying the **Selling Retailer** in writing or by surrendering the **Agreement** to the **Selling Retailer**, whereupon the **Selling Retailer** will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The **Obligor** is also entitled to cancel this **Agreement** at any time based upon fraud, misrepresentation, nonpayment of fees by **You**, or non-renewal.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by **Us** or the **Selling Retailer**.

DISPUTE RESOLUTION section of this Agreement is removed.

HAWAII: **You** may return this **Agreement** within thirty (30) days of the date this **Agreement** was provided to **You** or within twenty (20) days if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. The **Obligor** will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Selling Retailer**. These provisions apply only to the original purchaser of the **Agreement**. In the event the **Obligor** cancels the **Agreement**, then **We** will mail a written notice to **You** at **Your** last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** relating to the **Covered Product** or its use, or a substantial breach of **Your** duties relating to the **Covered Product** or its use. If **You** have a question or complaint, **You** may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

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 the returned **Agreement**.

ILLINOIS: OnPoint Warranty Solutions, LLC, (and not the dealer or manufacturer), is the **Obligor** under this

Agreement in the State of Illinois. The **Obligor** will pay the cost of covered parts and labor necessary to restore the **Covered Product** to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** within the first thirty (30) days of purchase and if no service has been provided to **You**, **You** shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If **You** cancel this **Service Agreement** at any other time or if **You** cancel after service has been provided to **You**, **You** shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**.

MAINE: CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the service agreement holder at the last known address of the service agreement holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service agreement holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service agreement holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

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: DISPUTE RESOLUTION section of this **Agreement** is removed.

MISSOURI: **You** may return this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim under the **Agreement**, the **Agreement** is void and the full purchase price will be refunded to **You** or credited to **Your** account. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. The **Obligor** will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Selling Retailer**. These provisions apply only to the original purchaser of the **Agreement**, and only if no claim has been made prior to the return of the **Agreement**. The following sentence is added as the last sentence of Section 9 TO REQUEST SERVICE: If it is an emergency and **We** cannot be reached, **You** can proceed with repairs. **We** will reimburse **You** or the repairing facility in accordance with the **Agreement** provisions.

MONTANA: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali – U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007.

NEVADA: If any **Covered Product** is essential to **Your** health and safety such that a malfunction would render **Your** residence unfit for a person to live in and because of defects that immediately endanger the health and safety of the occupants of the dwelling, and **We** determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then **We** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov not later than 3 calendar days after the report of the claim.

CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation, and no cancellation fee will be applied. **We** may not cancel this **Agreement** 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**. DISPUTE RESOLUTION section of this **Agreement** is removed.

In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made. If **You** are not satisfied with the manner in which **We** have handled a claim, **You** may contact the Commissioner toll-free at (888) 872-3234. An UNAUTHORIZED MODIFICATION section is hereby added to the **Agreement** as follows: Notwithstanding anything in this **Agreement** to the contrary, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

NEW HAMPSHIRE: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the **Obligor** ceases to do business or goes bankrupt, **You** may file **Your** claim directly with Generali – U.S. Branch. DISPUTE RESOLUTION 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: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased. **You** may return this **Agreement** within ninety (90) days of the date this **Agreement** was provided to **You**. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**. These provisions apply only to the original purchaser of the **Agreement**.

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**.

If **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of

duties by **You** relating to the **Covered Product** or its use.

NEW YORK: The obligations of the **Obligor** under this **Agreement** are insured under a service contract reimbursement insurance policy issued by Generali – U.S. Branch. If the **Obligor** fails to perform under this **Agreement**, including failure to return any unearned fee in the event of cancellation, Generali – U.S. Branch will pay all sums the **Obligor** is legally obligated to pay under this Agreement or perform any service the **Obligor** is legally obligated to perform under this **Agreement**. You may return this **Agreement** within twenty (20) days of the date this **Agreement** was provided to **You** or within ten (10) days, if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. **We** will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the **Agreement**. These provisions apply only to the original purchaser of the **Agreement**. In the event **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

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

OKLAHOMA: The **Obligor** under this **Agreement** is OnPoint Warranty Solutions, LLC. In the event **You** cancel this **Agreement**, **You** shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. In the event **We** cancel this **Agreement**, **You** shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **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** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the **Agreement** is returned to the provider. **DISPUTE RESOLUTION** section of this Agreement is removed.

SOUTH CAROLINA: In order to prevent damage to the **Covered Product**, please refer to the owner's manual. This **Agreement** does not provide coverage for pre-existing conditions. This **Agreement** does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the **Covered Product** in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect the **Covered Product** from further damage after a breakdown or performance failure occurs. **You** may return this **Agreement** within twenty (20) days of the date this **Agreement** was provided to **You**, or within ten (10) days, if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. **We** will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the **Agreement**. These provisions apply only to the original purchaser of the **Agreement**. In the event **We** cancel this **Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties

by **You** relating to the **covered property** or its use. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007. 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].

TEXAS: **You** may return this **Agreement** within twenty (20) days of the date this **Agreement** was provided to **You** or within ten (10) days if the **Agreement** was delivered to **You** at the time of sale. If **You** made no claim, the **Agreement** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**. **We** will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the **Agreement**. In the event **We** cancel the **Agreement**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** relating to the **Covered Property** or its use, or a substantial breach of **Your** duties relating to the **Covered Product** or its use. Obligations of the provider under this **Agreement** are insured under a service contract reimbursement policy. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711, 1 (800) 803-9202.

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

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

EMERGENCY SERVICE: If **You** are unable to reach **Administrator** at 877-679-4498 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this **Agreement** will apply.

VERMONT: **You** may return this **Agreement** within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this **Agreement**, please contact the **Selling Retailer**.

VIRGINIA: If any promise made in the Agreement has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services,

Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: This is not an insurance policy. 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.

WISCONSIN: DISPUTE RESOLUTION section of this **Agreement** is removed. **We** may only cancel this **Agreement** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or **Administrator**, or substantial breach of duties by the service contract holder relating to the **Covered Product** or its use. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed [\$50.00] or ten percent (10%) of the purchase price whichever is less. In the event of a total loss of the **Covered Product** that is not covered by a replacement of the **Covered Product** pursuant to the terms of this **Agreement**, **You** shall be entitled to cancel this **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid.

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

DISPUTE RESOLUTION section of this **Agreement** is removed.