

**AGREEMENT**  
**Consumer Electronics**  
**This Agreement 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 You purchased. They are integral parts of this Agreement and You may be required to produce them to obtain service. You must maintain the covered product as recommended by the manufacturer's owner's manual or product warranty. Refer to the Declarations Page of this Agreement, or Your sales invoice or receipt to determine the term of this Agreement, whether You purchased a Replacement or Repair Plan, and if there is a deductible required to obtain service.

**NOTICE:** 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.

**I. 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 entity selling the Covered Product and this Agreement;
- (5) "Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement; and
- (6) "ADH" means 'Accidental Damage In Handling' of Your Covered Product as defined in section III of this Agreement.

**IIA. REPLACEMENT PLAN:**

- (1) **Term:** If You purchased a replacement plan the term of this Agreement includes the manufacturer's warranty and begins on the date of purchase and continues for the period indicated on the face of this Agreement, the Declarations Page, Your sales invoice or receipt, or until a claim is paid, whichever occurs first. Coverage for mechanical breakdown and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty. **Waiting Period for ADH:** Coverage for Accidental Damage In Handling begins upon expiration of the Waiting Period indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice. A renewal service agreement is not available for the Replacement Plan. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**
- (2) **Coverage:** We will replace Your Covered Product due to a mechanical or electrical breakdown, including those experienced during normal wear and tear or due to Accidental Damage in Handling ("ADH") as defined below. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product must fail during normal usage. At Our sole option We will replace Your Covered Product with a new or refurbished unit of like or similar quality. The replacement Product may at Our option be a future version or edition of Your original Product. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product. In all cases where replacement is not possible You will be paid the retail value of Your Covered Product not to exceed the purchase price, excluding sales tax, delivery and handling. Any replacement product will require the purchase of a new Agreement.
- (3) **Limit of Liability:** The limit of liability under the replacement plan is the value of the Covered Product at the time of purchase, excluding sales tax, delivery and handling. This Agreement shall expire upon replacement of Your Covered Product or issuance of a compensation check in lieu of replacement.
- (4) **What to do when Your Covered Product fails to Operate:** Do not return the Covered Product to the retailer where You purchased Your Covered Product. Contact the Administrator and You will be advised on how to obtain replacement.
  - Call the toll-free number at **(800) 867-2216** between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to [www.4repairs.net](http://www.4repairs.net).
  - You will be required to provide a credit card number to secure the shipment of Your failed product to Our Administrator. If you do not ship Us Your failed product within a reasonable time period, which will be communicated to you at the time of Your claim, Your credit card will be charged for the amount of the replacement unit.
  - We will issue You a return authorization number (RA#). You must ship your defective item to the Administrator at the address on the top of this Agreement. You must write the RA# on the outside of the package. Products found to be non-defective will be returned to You and Your credit card will be charged for the replacement unit.
  - You are responsible for all costs of postage, insurance, packaging and shipping. Your product must be properly protected with bubble wrap or other protective materials. If Your failed product is damaged in shipping Your credit card will be charged for the amount of the replacement unit.
  - The replacement unit will be mailed to You at no charge.

**IIB. REPAIR PLAN:**

- (1) **Term:** For the Repair Plan, the term of this Agreement begins on the date of purchase and continues for the period indicated on the face of this Agreement or as indicated in the Declarations Page, Your sales receipt or invoice. Coverage for mechanical breakdown and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty. **Waiting Period for ADH:** Coverage for Accidental Damage In Handling begins upon expiration of the Waiting Period indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice. 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. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**
- (2) **Coverage:** We will repair or replace the Covered Product, at Our discretion, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear, or from Accidental Damage in Handling as defined below. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. Parts will be replaced with those of like kind and quality. We may use new or remanufactured parts. If the Covered Product cannot be repaired; if the cost of the repair exceeds the original purchase price; if parts are no longer available or are discontinued by the manufacturer, the Covered Product will be replaced as determined by Us with a product of similar quality and features. You are responsible to backup all computer software and data prior to commencement of repair.
- (3) **Limit of Liability:** Our limit of liability for Your Covered Product under the Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of like quality and similar features, 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 costs. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.**
- (4) **No Lemon Policy:** During the term of this Agreement, and subject to Our Limit of Liability, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.
- (5) **How to Get Service:** You must Contact the Administrator for the appropriate authorized service center. Call the toll-free number at **(800) 867-2216** between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to [www.4repairs.net](http://www.4repairs.net). All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the

prime power supply, check that the batteries do not need replacing or recharging. *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.*

- (6) **Service Deliverables:** There may be a deductible required to obtain service for Your Covered Product as indicated on the Declarations Page of this Agreement. You will receive service on Your Covered Product as described below and as indicated on the Declarations Page of this Agreement:

- **Carry-In:** Unless otherwise provided in this Agreement, Covered Products must be delivered and picked up by You at Our authorized service center during normal business hours.
- **Depot:** We will provide You with a shipping label for You to ship your failed product to the nearest repair facility. You are responsible for all costs of postage, insurance, packaging and shipping. Your product must be properly protected with bubble wrap or other protective materials. We are not responsible for and have no liability for product damaged in shipping. Your repaired product will be mailed back to you at no charge.
- **Express:** We will mail a shipping box and return label with instructions for You to ship your failed product to Our designated repair facility. We will pay for return postage of your repaired product.
- **In-Home:** Service will be performed in Your home as indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice. The authorized service center may opt to remove the Covered Product to perform service in-shop. Your product will be returned upon completion. Additional time and mileage charges for in-home repairs outside of 25 contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement, and are Your responsibility.

- III. **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** Your product is protected against accidental damage in handling such as drops and liquid spills. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit 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. Any resultant damage from this type of treatment is NOT covered by this ADH program. For the purpose of this Agreement, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. ADH coverage is limited to one (1) repair or replacement during the term of this Agreement.

- IV. **WHAT IS NOT COVERED:** (A) Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance.; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold "AS-IS" including but not limited to floor models, demonstrations models, etc.; (E) Part 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.; (F) Damage from abuse, misuse, mishandling, introduction of foreign objects into the covered product, unauthorized modifications or alterations to a covered product; failure to follow the manufacturer's instructions; 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; (G) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the covered product is at an authorized service center or awaiting parts; (I) Any product used in a commercial setting or rental basis; (J) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (K) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the covered product, except as provided herein; (N) Accessories used in conjunction with a covered product; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement; (Q) Additional exclusions specific to Your covered product: **Specific to Electronics:** In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of Your Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; (2) any installed accessory item; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power and power connectors and connections; reception or normal signal; and (4) Speakers; remote controls; phonograph cartridges and stylus; headphones. **Specific to Computers and Peripheral Equipment:** In addition to any applicable exclusions listed above, We do not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (3) broken or cracked LCD screens in portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating system software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges.

**IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "COVERAGE".**

IV. **CONDITIONS:**

**Renewal:** The Replacement and Repair Plans are not renewable. Repair Plans may be renewed at Our discretion and for a period not to exceed one year.

**Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing a copy of this Agreement and Declaration Page to the Administrator, and providing the date of new ownership, new owner's name, complete address, and telephone number and a check for \$25.00 payable to the Administrator. The manufacturer's warranty may not be transferrable. This Agreement does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.

**Territories:** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include 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. You will be made whole before We retain any amount We may recover.

**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 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 must first return to the Selling Retailer for a full refund. If You cancel after 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, 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. 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 (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**. 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 (D) is removed and replaced with: Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement** and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

**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. **This Agreement may contain a Waiting Period. Please check Your Declarations page to see whether a Waiting Period exists for this Agreement and, if so, what the length of the Waiting period is.**

**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 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.