

AGREEMENT
FURNITURE & UPHOLSTERY – PLUS COVERAGE
This Agreement is not a Contract of Insurance

THIS AGREEMENT DESCRIBES THE PROTECTION YOU WILL RECEIVE IN RETURN FOR PAYMENT BY YOU AND COVERS PRODUCT WITH A TOTAL RETAIL PRICE OF **\$25,000.00** OR LESS, EXCLUDING SALES TAX, DELIVERY AND SETUP. 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 and product warranty. Refer to the Declarations Page of this Agreement, or Your sales invoice or receipt to determine the term of this Agreement and if there is a deductible in order 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 or its insured and files a statement of claim or any application containing false, incomplete or misleading information is guilty of a felony of the third degree.

HOW TO OBTAIN SERVICE: YOU MUST CONTACT THE ADMINISTRATOR FOR AUTHORIZED SERVICE WITHIN 7 DAYS OF NOTICING THE DEFECT OR DAMAGE TO YOUR COVERED PRODUCT. PLEASE READ THE "WHAT IS COVERED" AND "WHAT IS NOT COVERED SECTION OF THIS AGREEMENT". Call Us toll-free at **800-867-2216** between the hours of 8:00 AM and 5:00 PM eastern standard time Monday through Friday, or visit www.4repairs.net to submit your claim online. Prior to OUR dispatching service to Your location, You may be required to provide US with pictures of your defective or damaged Product. You may be required to provide us with a valid credit card number prior to our dispatching service. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge. Except for delivery damage, if You refuse delivery of Your replacement item you will be reimbursed the purchase price of this Agreement and We will have no further liability.

Stains: DO NOT ATTEMPT TO REMOVE THE STAIN YOURSELF, OR USE WATER OR OTHER CHEMICALS AS THIS MAY VOID THIS AGREEMENT. (a) Contact the Administrator as soon as You notice the stain. You must be able to advise Us of the origin and type of stain in order to obtain service. (b) Clean the stained area ONLY as directed by US. (c) If the covered stain persists, We will provide You with a cleaning kit or have the covered stain serviced by a Professional. Cleaning or servicing is limited to the covered stained or damaged area only.

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

DEFINITIONS:

"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;

"You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.

"Administrator" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216);

"Selling Retailer" means the merchant selling the Covered Product and this Agreement;

"Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement; and

"Stains & Accidental Damage": For the purpose of this Agreement, "Stains and Accidental Damage" is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events, failure to take sufficient care to protect the Covered Product, protection against reckless, abusive, willful or intentional mishandling and use of the Covered Product, and any other limitations listed in the "What is Not Covered" section of this Agreement. 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. The origin of a stain must be specified as it will determine the type of chemical(s) and process to remove the stain.

TERM: The term of this Agreement will begin on the date of delivery of Your Covered Product and continue for the period indicated on the face of this Agreement, the Declarations Page, or Your sales receipt or invoice. The listed manufacturer defects coverage will begin upon expiration of the shortest portion of the manufacturer's warranty. The listed Stain and Accidental Damage coverage is effective upon date of delivery. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER WARRANTY OR SELLING RETAILER'S GUARANTEE ON YOUR COVERED PRODUCT. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

WHAT IS COVERED: NOT ALL DEFECTS, STAINS AND ACCIDENTAL DAMAGE TO YOUR PRODUCT ARE COVERED UNDER THIS AGREEMENT. Please read it carefully. We will only be responsible for servicing the stained, damaged or defective area of Your Covered Product due to a manufacturer defect or unintentional accidental damage from a single incident as follows:

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

Accidental Damage to Fabric, Leather & Vinyl Upholstery: (a) Punctures or rips to fabric, leather or vinyl from external causes; and (b) nail polish only on vinyl and leather (except nubuck and suede leather).

Accidental Damage to Wood, Wood Veneer and Wood Laminate Products: (a) Chipping, scratches or gouges to wood and other case good surfaces (except faux stone, marble or granite) that penetrate the finish exposing the substrate; (b) Breakage to mirrors; glass breakage; (c) Minor burn marks solely from cigarette, cigar and pipe tobacco; (d) Liquid marks or rings caused from household food and beverages; (e) Heat marks from normal household items.

Manufacturer Defects: (a) Checking, cracking, bubbling or peeling of the finish on solid wood, wood veneered or wood laminated furniture; lifting of wood veneer (b) Warping, cracking, breaking or separation of frame and frame components (except faux stone, marble and granite); (c) The breaking or bending of mechanisms, springs and coils (except box springs and mattress); and (d) Failure of electrical components including clocks, motors and hydraulics, (e) loss of silvering to mirrors

Parts will be replaced at Our option with those of like kind and quality as solely determined by Us, and may be new or remanufactured. We are not responsible for and do not guarantee color match or dye lots on fabric, leather, vinyl or wood finishes, or manufacturer's discontinuation. If the covered product (1) cannot be repaired, (2) if the cost of the repair exceeds the original purchase price, or (3) if the parts are no longer available or are discontinued by the manufacturer, Your affected item(s) will be replaced with a product of similar features as determined by Us, not to exceed the purchase price of the covered product, excluding sales tax, delivery and installation costs. You are responsible for any sales tax, delivery and installation costs associated with a replacement item.

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

WHAT IS NOT COVERED: We will not cover loss or damage caused by the following: (a) Any stain, loss or damage not specifically listed under "WHAT IS COVERED" (no other stain, defect or damage will be covered under this Agreement); (b) Product repairs that should be covered by the manufacturer's warranty or Seller's Guarantee, or are a result of recall, regardless of the manufacturer's or Seller's ability to pay for such repairs; (c) Pre-existing conditions that occur prior to the effective date of this contract and/or any product sold used, damaged or "AS-IS"; (d) Periodic checkups, preventive maintenance, lubrication and general cleaning as directed by the manufacturer; (e) Repeated stains or damage of any kind that are not related to a single incident are considered preventable occurrences and shall not be eligible for continued stain and accidental damage coverage, accumulated stains or damage from continual and multiple events, and failure to take sufficient care to protect the covered product.; (f) Parts or repairs due to normal wear and tear; damage caused by You in the assembly of RTA (ready-to-assemble) furniture; (g) Except as noted in "WHAT IS COVERED", damage from accident, abuse, misuse, mishandling, introduction of foreign objects into, on or about the covered product, modifications or alterations to a covered product; failure to follow the manufacturer's instructions; external causes of any kind, including without limitation, third party actions, fire, theft, insects and insect infestation, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water; (h) Incidental, consequential or secondary damages or delay in rendering service under this Agreement, or loss of use during the period that the covered product is at an authorized service center or otherwise awaiting parts; (i) Any product used in a commercial setting or rental basis; (j) Failures that occur outside of the United States of America and the District of Columbia; (k) Nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; accessories used in conjunction with the covered product such as pillows; buttons; (l) Unauthorized repairs and/or parts; (m) Service where no problem can be found; noises or squeaks; odors; (n) Any malfunction, damage or disrepair not occurring or reported within the term of this agreement; (o) Damage to brass or other plating, pictures, lamps or accessories; faux stone, granite and marble; (p) Wear related damage such as furniture that is leaning or listing to one side due to continued use and weight applied to the affected side; seam separation of any kind, including fraying, tearing or shredding of fabric; decorative stitching; loss of foam resiliency in cushion cores, backs and arms; (q) Except as noted in "WHAT IS COVERED", fabric; tears and wear-through, punctures, scratches, dents, burns, dirt, or color-fading or discoloration; zippers; (r) Compressed paper-board, paper veneered and paper laminated surfaces; Rattan, wicker and plastic furniture; Mattresses & box springs or Bunkie boards; (s) Bodily injury; damage to personal property; and (t) Additional exclusions specific to Your Covered Product:

Specific to Manufacturer Defects: (a) Products not originally covered by a manufacturer's warranty or selling retailer's guarantee; (b) Natural grains and/or markings on wood and/or leather, including but not limited to scars, insect bites, brand marks, embossing, wrinkles; (c) Stress tears; split leathers used in seat cushions, back cushions or top inside arm areas; suede, buffed or nubuck leathers; (d) Cracking, peeling or scaling of leather and vinyl; shrinkage from cleaning; rust or corrosion.

Specific to Stains & Accidental Damage: (a) Except as noted in "WHAT IS COVERED" damage resulting from bleach, paint, acid or corrosive products; chewing gum; tar; grass stains; permanent marker of any kind; nail polish remover; (b) Accumulation and buildup of stains and soil over time, including darkened areas where the body comes into contact with the upholstery; perspiration and body or hair oils; (c) Fading, soiling or damage caused by pets (other than bodily fluids); (d) Damage from use of cleaning products not approved by the manufacturer or Us; normal stains and soiling from everyday use; mold and mildew; (e) Stains of unknown origin; "X" coded and non-colorfast fabrics and leather; (f) Stains or damage to the material caused by the owner's failure to use reasonable caution and care to protect the covered product; (g) willful damage caused by minor children; (h) Stains or damage occurring prior to and during delivery or setup of your covered product, or when the product is in storage, or being moved into or out of storage, or being moved within or between residences; dye transfer, except as noted in "WHAT'S IS COVERED"; stains caused by medical incontinence; stains or damage caused by independent contractors or maintenance personnel; stains from leaks in appliances, sky lights or roof.

IN NO EVENT SHALL WE, OUR INSURER, OR ANY OF OUR 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 "WHAT IS COVERED".

CONDITIONS:

RENEWAL: This Agreement is not renewable.

TRANSFERABILITY: This Agreement is transferable by the original purchaser for the balance of the original extended protection period and requires no transfer fee. The Covered Product may be registered by mailing a copy of this Agreement and Declaration Page or Invoice to the Administrator, and providing the date of new ownership, new owner's name, complete address, and telephone number. THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S GUARANTEE MAY NOT BE TRANSFERABLE. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S GUARANTEE AND PROVIDES NO COVERAGE HEREIN, 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 or to the Obligor should the Selling Retailer not be available. 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 (C) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

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

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

Connecticut: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Product or the Product is sold, lost, stolen, or destroyed.

Florida: This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Agreement is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (C) is removed and replaced with: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT AND/OR ANY PRODUCT SOLD USED, DAMAGED OR "AS-IS".

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. We may not cancel this Agreement for unauthorized stain removal, unless such authorized stain removal constitutes a material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold.

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 46th 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 46th 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.