

**AGREEMENT**  
**Extended Service Plan – Jewelry & Watches**

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** AND **YOUR** SALES RECEIPT FOR THE PRODUCT YOU PURCHASED. THEY ARE INTEGRAL PARTS OF THIS **AGREEMENT** AND **YOU** MAY BE REQUIRED TO PRODUCE THEM TO OBTAIN SERVICE UNDER THIS **AGREEMENT**. **YOU** MUST MAINTAIN THE **COVERED PRODUCT** AS RECOMMENDED BY THE MANUFACTURER'S OWNER MANUAL AND/OR WARRANTY.

**NOTICE:** The **Selling Retailer** may be retaining a portion of the purchase price **You** paid for this **Agreement**. The purchase of this **Agreement** is not required to either purchase the **Covered Product** or to obtain financing. This **Agreement** does not replace the manufacturer's warranty for the **Covered Product**.

**I. DEFINITIONS**

- (1) "**Obligor**", "**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 original purchaser of the **Covered Product** and any authorized transferee/assignee of the original purchaser, including the **Lessee**, if the **Covered Product** was acquired under an **RTO Transaction**.
- (3) "**Administrator**" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256;
- (4) "**Selling Retailer**" means the entity selling or leasing the **Covered Product** and this **Agreement**;
- (5) "**Covered Product**" means the consumer item which **You** purchased or leased concurrently with and is covered by this **Agreement**;
- (6) "**Agreement**" means this service plan, which **You** have purchased for the **Covered Product** shown on the **Original Sales Receipt** provided by the **Selling Retailer**;
- (7) "**Rent To Own (RTO) Transaction**" means a transaction evidenced by a written agreement identifying the **Lessor** and **You** identified as the **Lessee**, where **You** have use of the **Covered Product** and **You** will become the owner of the **Covered Product** at the completion of the **RTO Transaction**. No purchase will be treated as an **RTO Transaction** unless the **Lessor** is indicated on **Your** sales receipt;
- (8) "**Lessor**" means the party extending an **RTO Transaction**. Any cash settlement or refund payable while the **RTO Transaction** is in force will be payable to the **Lessor**;
- (9) "**Lessee**" means the party obligated to the **Lessor** under an **RTO Transaction**. Unless otherwise authorized by the **Lessor**, a **Lessee** is not entitled to the cash settlement or refund otherwise payable while an **RTO Transaction** is in force; and
- (10) "**Original Sales Receipt**" means the sales receipt provided by the **Selling Retailer** at the time of purchase and which details the **Selling Retailer**, the purchase date, the **Agreement** purchased, the **Lessor** (if the purchase is for an **RTO Transaction**), the items covered by the **Agreement** purchased and their Purchase Price.

**II. TERM:** The term of this **Agreement** begins on the date of purchase and continues for the year period following the date of purchase as specified on the **Original Sales Receipt**.

**III. COVERAGE:** THIS AGREEMENT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS AGREEMENT. We agree to provide service consisting of parts and labor necessary to repair or replace the **Covered Product** in the event of structural or mechanical breakdown or defects in workmanship and/or materials, from normal wear.

**Jewelry Products:** This **Agreement** covers the repair or replacement of the **Covered Product** in the event of a loss of accent stones if loss is due to a defective mounting in the setting. This **Agreement** does not include coverage of the primary center stone. Covered repairs include soldering; repairing broken, bent or worn prongs or mountings; resetting accent stones; knots, kinks, broken links; broken earring posts or backs; stretched or broken pearl strands; cracked or thinning ring shanks. A one-time ring sizing is available beginning ninety (90) days from the date of purchase of this **Agreement**. A one-time cosmetic rhodium plating shall be provided during the term of the **Agreement**.

**Watch Products:** This **Agreement** covers mechanical failure of watches, including breakage/damage of stem, band, case, bezel or crystal. A one-time cosmetic refurbishment and one strap replacement per calendar year shall be provided during the term of the **Agreement**.

Parts used to repair the **Covered Product** may be new, used, refurbished, or non-original manufacturer's parts that perform to the manufacturer specifications of the **Covered Product**. If **We**, in **Our** sole discretion, determine that the **Covered Product** is not effectively repairable, **We** may replace the **Covered Product** with an item of comparable type, quality and functionality as the original **Covered Product**, or **We** may reimburse **You** in an amount equal to the purchase price of the **Covered Product**, excluding sales tax, and less **Our** cost of all claims paid under this **Agreement**. In the event that **You** choose to accept a replacement or reimbursement, **We** will retain the **Covered Product** and **We** shall have no further obligations under this **Agreement**. In the event that **You** choose not to accept a replacement or reimbursement, the **Covered Product** will be returned to **You** and **We** shall have no further obligations under this **Agreement**.

**IV. LIMIT OF LIABILITY:** The maximum amount that **We** are obligated to pay under this **Agreement** shall not exceed the original retail selling price of the **Covered Product**, excluding sales tax. **Our** obligation shall be fulfilled and this **Agreement** terminated if the **Covered Product** is replaced, if a check is issued to **You**, or if **We** offer reimbursement but the offer is refused and **You** elect to retain the **Covered Product**.

**V. HOW TO OBTAIN SERVICE:** Bring the **Covered Product**, this **Agreement**, and the **Original Sales Receipt** to the **Selling Retailer** where **You** purchased the **Covered Product**. If **You** are unable to return to the **Selling Retailer**, **You** may contact the **Administrator** at (800) 867-2216 between the hours of 8:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday or email [www.4repairs.net](http://www.4repairs.net). The **Administrator** will provide **You** with instructions on how to obtain service. **You** may be required to ship **Your** defective **Covered Product** to the repair center as advised by the **Administrator**. **You** may be responsible for all costs of postage, insurance and shipping as advised by the **Administrator**.

**VI. WHAT IS NOT COVERED: This Agreement does not cover loss or damage from:**

- (a) misuse, accident, abuse, introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure a diamond or gemstones, unauthorized modifications or alterations, unauthorized repairs and/or parts, failure to follow the manufacturer's instructions;
- (b) batteries;
- (c) cleaning; initial ring sizing; routine maintenance;
- (d) rust or corrosion; fire; burglary or theft; perils of nature;
- (e) loss or mysterious disappearance of the **Covered Product**;
- (f) water damage if used under conditions which exceed the manufacturer's water resistance guidelines;
- (g) pre-existing conditions that occur prior to the effective date of this **Agreement**;
- (h) parts or labor covered by a manufacturer's warranty; damage or loss due to lack of maintenance; loss of use;
- (i) damage not reported prior to the expiration of the term of this **Agreement**;
- (j) flaws in gemstones;
- (k) unknotted pearl strands;
- (l) inherent product defects;
- (m) incidental or consequential damages;
- (n) damage covered by another insurance policy, warranty or service plan.

IN NO EVENT SHALL **WE** OR ANY OF **OUR** AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS **AGREEMENT** DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

**VII. CONDITIONS:**

- A. **Renewal:** **We** may renew this **Agreement** at **Our** discretion.
- B. **Transferability:** This **Agreement** is transferable by the original purchaser for the balance of the original term of this **Agreement**. The transfer of this **Agreement** and the **Covered Product** must be registered by mailing a copy of this **Agreement** and the **Original Sales Receipt** 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 transferable.
- C. **RTO Transactions:** Where the **Covered Product** was initially acquired under a **RTO Transaction**, any cash settlement or refund will be paid to the owner of the **Covered Product** at the time the settlement is made. This will be the **Lessor** if **You** have not yet acquired ownership of the property. In all other respects, the **Lessee** will retain a beneficial interest in this **Agreement** and all non-cash benefits described herein shall be rendered to the **Lessee**. Any cash settlement or refund paid to the **Lessor** will be applied to the customer's lease balance if any. Any owner obligations related to maintenance of the **Covered Product** shall be the responsibility of the **Lessee** during the term of any **RTO Transaction** except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the **Lessee** under the **RTO Transaction** and not the **Lessor**.
- D. **Deductible:** There is no deductible required to obtain service on the **Covered Product**.
- E. **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.
- F. **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover. Where a **Lessee** under an RTO transaction has not yet acquired ownership of the **Covered Product**, this section will apply to the **Lessor**.
- G. **Arbitration:** PLEASE READ THIS ARBITRATION 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.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration 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 Arbitration 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 Arbitration 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. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court 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 ARBITRATION 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](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You, We** will pay **Your** filing fee and all costs associated with the

arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees. An arbitration award shall not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

**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.**

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

**YOU SHALL 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.**

- H. **Cancellation:** **You** may cancel this **Agreement** for any reason at any time. If **You** cancel this **Agreement** within thirty (30) days of receipt of this **Agreement**, please return to the **Selling Retailer** to receive a full refund of the purchase price of this **Agreement**. If **You** cancel after thirty (30) days of receipt of this **Agreement**, please contact the **Administrator** in writing, and attach a copy of this **Agreement** and a copy of the **Original Sales Receipt** at 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256. After thirty (30) days, **You** will receive a pro-rata refund based on the term of this **Agreement** 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. The refund due while an **RTO Transaction** is in force will be paid to the **Lessor**. In the case of termination of an **RTO Transaction**, this **Agreement** will be cancelled and the applicable refund will be paid to the **Lessor**. The **Lessor** will then be responsible for paying any amounts due to the **Lessee** or **You**. **We** shall not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If **We** cancel, the refundable portion of the purchase price of this **Agreement** is based upon one hundred percent (100%) of the unearned pro-rata amount of the purchase price of this **Agreement** on the date of its cancellation. The pro-rata amount will be based on the term of this **Agreement**.
- I. **Entire Agreement:** This is the entire agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.

**VIII. 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, AND 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 **OBLIGOR** 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.**

**IX. STATE REQUIREMENTS AND DISCLOSURES:**

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

**Alabama:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month 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 (g) 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. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

**Arkansas:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month 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: If **You** cancel this **Agreement** within sixty (60) days of receipt of this **Agreement**, please return to the **Selling Retailer** to receive a full refund of the purchase price of this **Agreement**. If **You** cancel after sixty (60) days of receipt of this **Agreement**, please contact the **Administrator** in writing, and attach a copy of this **Agreement** and a copy of the **Original Sales Receipt** at 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256. After sixty (60) days, **You** will receive a pro-rata refund based on the term of this **Agreement** 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.

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.

**Colorado:** 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 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 **Covered 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. In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (g) 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. 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.

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

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

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

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

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

**Mississippi:** ARBITRATION section of this **Agreement** is removed.

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

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. ARBITRATION section of this **Agreement** is removed.

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

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

**New Mexico:** CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** pursuant to N.M. Stat. s. 59A-58-9 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.

**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 (or each portion thereof) 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:** 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. **Obligor:** 4warranty Corporation, 10151 Deerwood Park, Bldg. 100, Suite 500, Jacksonville Florida 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 **Administrator** 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 **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.

**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 **Administrator** 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.