

SERVICE AGREEMENT - POOL & SPA PLAN

This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act

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** and it contains a **Dispute Resolution/Arbitration Agreement and Class Action Waiver**. **You** must keep this **Agreement**, **Your** sales invoice and receipt from the **Selling Retailer** for the product(s) **You** purchased, as **You** may be required to produce them to obtain service and coverage under this **Agreement**. **You** must maintain **Your Covered Product**, according to recommendations or requirements, if any, of the manufacturer's warranty or the **Selling Retailer**. Refer to **Your** sales invoice or receipt to determine the term of this **Agreement**. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **Agreement**.

NOTICES: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING; (2) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR SELLING RETAILER'S LIMITED PRODUCT GUARANTEE, IF ANY, ON YOUR COVERED PRODUCT.

DEFINITIONS:

- (1) **"We", "Us" "Our" "Obligor", "Provider" and "Service Provider"**: The company obligated under this **Agreement**, **4warranty Corporation**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216), in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 44200929, and in Wisconsin where it is **The Service Doc Inc.**, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216.
- (2) **"You", "Your", "Service Agreement Holder" and "Agreement Holder"**: The purchaser of the **Covered Product(s)**.
- (3) **"Administrator"**: LOT Solutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216).
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer item(s) which **You** purchased concurrently with and is covered by this **Agreement**.
- (6) **"Breakdown"**: The failure of the **Covered Product** or a component of the **Covered Product** under normal service due to defects in material or workmanship.

TERM: The term of this **Agreement** begins on the date of purchase and continues for the period indicated on **Your** sales invoice or receipt. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty or the **Selling Retailer's** Limited Product Guarantee. 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: Any **Breakdown** must be reported to **Us** within seven (7) days of occurrence. **We** will only repair or replace **Your Covered Product** due to the defects specifically listed for each product category below. Parts will be replaced at **Our** option with those of like kind and quality as determined by **Us** and may be new or remanufactured. If the **Covered Product** (1) cannot be repaired, (2) if the cost of the repair exceeds the original purchase price of the **Covered Product**, or (3) if the parts are no longer available or are discontinued by the manufacturer, the affected item will be replaced with a product of similar features as determined by **Us**, not to exceed the purchase price of the **Covered Product**, excluding sales tax, delivery and installation costs. If **We** replace **Your Covered Product**, the original product will become **Our** property. Product(s) that are replaced under this **Agreement** are no longer covered by this **Agreement**. **You** may purchase another agreement for such replaced product(s) to cover those product(s).

ELIGIBLE PRODUCT: All **Covered Product(s)** listed below must be purchased new, concurrently with this **Agreement** and have an underlying manufacturer's warranty including parts and labor.

- **New Above Ground Pools**: **We** will only cover the following defects to **Your Covered Product**: a). Pump and filtration system due to mechanical or electrical **Breakdown** under normal use; b). Seam separation of pool liner due to a manufacturer defect; and c). Breaking, bending, or warping of pool frame, wall, and ladder due to a manufacturer defect (does not cover improper or off-grade installation).
- **New Portable Spa Equipment**: **We** will pay to repair water pumps, heater, air pumps, circuit board and control panel due to mechanical or electrical **Breakdown** during normal use, and one plumbing failure. Plumbing coverage is for a one-time single occurrence with a maximum reimbursement of \$500.00 and only when the plumbing failure results in a water loss, except as noted in "**What Is Not Covered - Exclusions**". Plumbing coverage is available only during the term of **Your Agreement** or up to a maximum of three (3) years from the spa installation date, whichever is less. Coverage for ozone purification system, power-supply and fiber optic light controller is available only if indicated on **Your** sales invoice or receipt.
- **Spa Accessories (Coverage for Spa Accessories is for a period of not more than three (3) years from the date of Your Covered Product purchase)**: **We** will pay to repair or replace **Your** Spa accessories due to a mechanical or electrical **Breakdown** during normal use, and only if such accessory is installed by the manufacturer as part of the original spa construction and installation, and is listed on **Your** sales invoice or receipt. Spa accessories only include: Television/DVD Player Combo, CD Player/Radio and Speakers, only if listed on **Your** sales invoice or receipt. **We** will pay a single one-time reimbursement to repair or replace **Your** Spa Accessories, not to exceed \$500 for **Your** video equipment (TV only) and not to exceed \$200 applicable to only one other accessory (CD Player or Radio or Speakers or DVD Player).

LIMIT OF COVERAGE LIABILITY: **Our** Limit of Coverage Liability for **Your Covered Product** under this **Agreement** is the cost of authorized repairs, or replacement as determined by **Us** with a product similar features, or reimbursement as defined above. In no event will our total Limit of Coverage Liability for repairs or replacement exceed **Your** purchase price for the **Covered Product** or as otherwise indicated in this **Agreement**. Upon replacement, there is no longer any obligation for the replaced product or item under this **Agreement**. **You** may purchase an additional agreement for the replacement product. If a component of **Your Covered Product** is replaced, coverage continues on the other components of **Your Covered Product**.

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 Monday thru Friday, or go online to www.4repairs.net. All repairs must be authorized by the **Administrator** prior to performance of work. Claims on unauthorized repairs may be denied. 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, circuit breaker being tripped, 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 Product** after **We** have dispatched the repair servicer to **Your** location, **You** will be responsible for that servicer's applicable trip charge.

SERVICE DELIVERABLES: **You** may be asked for **Your** credit card number prior to service being dispatched. **You** will receive service on **Your Covered Product** as described below:

- **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. It will be **Your** responsibility to bring above ground pumps and ladders into the **Selling Retailer** or to the authorized servicer for repair. **You** will be given instructions by the **Administrator** or **Selling Retailer**. Costs associated with de-installation, transportation, and re-installation of portable spas for failures that require repairs to be done at **Our** authorized service center are not covered under this **Agreement**.
- **On Site**: Service will be performed at **Your** home only for spas, in-ground pumps, pool liners, pool frames and wall repairs. All other products will be carry-in as specified above. The authorized service center may opt to remove the **Covered Product** to perform service in-shop. **Your Covered Product** will be returned upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this **Agreement** and are **Your** responsibility.

- **Reimbursement:** If approved by the **Administrator**, **You** may be reimbursed for service repairs. **You** are responsible for arranging time and date of service and for paying the repair technician for services rendered. To receive reimbursement send **Us** a copy of the repair technician's paid invoice and tech report. All coverage and exclusions in this **Agreement** will apply.

WHAT IS NOT COVERED - EXCLUSIONS: We will not cover the following: a) Products without an underlying manufacturer's warranty or Selling Retailer's Limited Product Guarantee; b) Any loss or damage not specifically listed under "WHAT IS COVERED" (no other damage or loss will be covered under this Agreement); c) Product repairs that should be covered by the manufacturer's warranty or Selling Retailer's Limited Product Guarantee or are a result of a recall, regardless of the manufacturer's or Selling Retailer's ability to pay for such repairs; d) Cleaning; Periodic checkups; preventive maintenance; e) 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.; f) Except as noted in "What Is covered", parts or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by **You** during the life of the Covered Product, including but not limited to batteries, light bulbs, etc.; g) Damage from accident, 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; external causes, including third party actions; fire; lightning; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; h) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; i) 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; j) Any product used in a commercial setting or rental basis; k) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, baskets; l) scratches, peeling & dents; m) unauthorized repairs and/or parts; n) cost of installation, setup, removal or reinstallation of the covered product, except as provided herein; o) Accessories, not listed above, used in conjunction with a Covered Product; and p) Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement. Additional exclusions specific to **Your** covered product:

- **Specific to Spa & Pool Equipment and Spa Accessories:** In addition to the exclusions listed above We will not cover the following damage or failure caused by (a) Failure due to, but not limited to, improper water chemistry, freezing, plumbing (except as noted in "What is Covered"), water loss not caused from a covered plumbing failure, negligence, lack of use, power failures and/or surges, rust, corrosion, water supply failure and water or moisture related problems on electronic accessories; draining or refilling the spa or pool with water; (b) Nonfunctional or aesthetic parts including but not limited to, decks, vacuums and hoses; (c) Damage to shells, pool liner (including rips and tears), cabinets and all exterior components including but not limited to handles, knobs, exterior wiring, covers, leveling devices, power cords; remote controls, spa/pool covers, LED lights; (d) Additional or unusual utility bills incurred due to any malfunction or defect in equipment listed on the Agreement; labor cost to gain access to or removal of a unit that requires special equipment or tools; (e) Diagnostic charges; labor, material, expenses, or equipment required to comply with law and/or regulations set forth by any governmental agencies are not covered by this Agreement, and (f) damage, loss and plumbing leaks as a result of moving the Spa or Pool; damage from improper or "off-grade" installation; (g) failures due to an inherent design flaw from the manufacturer, and (h) Costs associated with de-installation, transportation and re-installation of portable spas for failures that require repairs to be done at **Our** authorized service center.

CONDITIONS:

RENEWAL: This Agreement is not renewable.

DEDUCTIBLE: This Agreement has a \$0 deductible.

TRANSFERABILITY: This Agreement is transferable by the original purchaser for the balance of the original Agreement term. The Covered Product may be registered by mailing a copy of this Agreement to the Administrator, and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferrable.

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

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, subject to the terms of this Agreement before **We** retain any amount **We** may recover.

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 **Administrator** 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 Agreement Purchase Price (whichever is less), less the cost of claims paid. **We** may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If **We** cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT: **You** agree and acknowledge that **You** have paid an additional fee for this Agreement that is separate and apart from the purchase price **You** paid for the Covered Product(s). Because of that separately stated consideration, **You** agree and acknowledge that this Agreement is not part of the basis of the bargain for **Your** purchase of the Covered Product(s). **You** further agree and acknowledge that **We**, and the **Administrator** under this Agreement, are not the supplier of the Covered Product(s). Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

PRIVACY POLICY: It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at www.fortegra.com.

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.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You**, **We**, and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees,

representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Service Contract in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, 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 or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and 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. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of your claims are frivolous, you shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may 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.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Selling Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration

INSURANCE:

4WARRANTY'S OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK, RHODE ISLAND, WASHINGTON, AND WISCONSIN.

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

RHODE ISLAND - THE OBLIGOR IS INSURED BY ATLANTIC SPECIALTY INSURANCE COMPANY, 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

FINANCIAL GUARANTEE:

IN WASHINGTON, OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

Arizona: 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. An administrative fee not to exceed ten percent (10%) of the Provider fee paid by the Agreement Holder may be charged by the Provider. The Provider fee is the purchase price for which You paid for this Agreement. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER 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. This Agreement may not exclude pre-existing conditions if such conditions were known or should reasonably have been known to Us or the Selling Retailer selling the Agreement on Our behalf.

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

INSURANCE section is amended as follows: Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

California: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be applied to refunds not paid or credited within thirty (30) days of receipt of returned pAgreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may contact BHGS at 1-916-999-2041, 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.bhgs.dca.ca.gov. Informal dispute resolution is not available.

Colorado: INSURANCE section is amended as follows: Obligations of the Provider under this are guaranteed under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

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. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

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 Purchase 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. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section of this Agreement is removed. The "WHAT IS NOT COVERED-EXCLUSIONS" section of this Agreement is amended as follows: 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

Idaho: INSURANCE section is amended as follows: Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Indiana: INSURANCE section is amended as follows: Obligations of the Provider under this Agreement are guaranteed under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

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

Kentucky: You are entitled to make a direct claim against the insurer if We fail to pay any covered claim within sixty (60) days after the claim has been filed. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

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 or Administrator 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 refund will be applied to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to the Provider.

INSURANCE section is amended as follows: If the Provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the Provider fee, within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

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

Mississippi: **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
- 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement requires that any dispute related to **Your** coverage must be resolved by arbitration and not in a court of law.
- 3.) The results of the arbitration are final and binding on **You** and **Us**.
- 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become an **Agreement Holder** under this **Agreement** **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact **Our** toll-free assistance line at (800) 867-2216.

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

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

INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed.

The cost of claims paid, or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Agreement**.

If **You** are not satisfied with the manner in which **We** are handling a claim under this **Agreement**, **You** may contact the Nevada Division of Insurance toll free at 888-872-3234.

This **Agreement** will not cover any unauthorized or non-manufacturer-recommended modifications to the **Covered Product**, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

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

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

INSURANCE section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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

Ohio: **INSURANCE** section is amended as follows: Obligations of the **Provider** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

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 contract cost, 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 **Provider** fee shall be based upon one hundred percent (100%) of unearned pro rata **Provider** fee less any claims that have been paid or less the cost of repairs made on **Your** behalf. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** – 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 thirty (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**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 will be applied to refunds not paid or credited within forty-five (45) 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:** LOTSolutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800-867-2216) Lic # 290. **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 **Provider** fee 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 **Provider** fee 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 binding 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 **You** are unable to reach **Administrator** 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, including proof of payment, 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.

Virginia: If any promise made in this **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: All references to **Obligor** throughout this **Agreement** are replaced with **Service Provider**. A ten percent (10%) penalty per month will 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**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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: If **You** are unable to reach **Administrator** 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: The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed. **CANCELLATION** section is amended as follows: This **Agreement** may be cancelled by **Us** only for non-payment of the **Provider** fee, material misrepresentation by **You** to **Us** or the **Administrator**, or substantial breach of duties by **You** relating to the **Covered Product** or its use. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Selling Retailer** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. **We** may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the **Provider** fee. 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. In the event of a total loss of property that is not covered, **You** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned **Provider** fee, less any claims paid (No cancellation fee will be assessed in this situation).

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER. 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 will be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Service Agreement**. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section of this **Agreement** is removed.