

TERMS AND CONDITIONS

These Terms and Conditions are a legal contract that describes the terms and conditions of **Your Service Plan**. These Terms and Conditions, together with **Your Coverage Summary** and any applicable state-specific amendments constitutes the entire agreement between **You** and **Us** ("**Agreement**"). No other written or oral modifications are valid.

I. DEFINITIONS:

- A. The following provides definitions regarding the parties to the contract:
1. "**Agreement**" means **Your** contract that is between **You** and **Us**.
 2. "**Named Administrator**" shall mean the Administrator listed on **Your Coverage Summary**.
 3. "**You**" and "**Your**" refers to the purchaser listed on the **Coverage Summary**.
 4. "**We**," "**Us**," "**Our**" and "**Obligor**" refers to the company obligated under this **Agreement** and listed on **Your Coverage Summary**.
- B. In addition, the following terms have the meanings set forth below:
1. "**Authorized Repair Technician**" means the service provider **We** assign in response to request for Service ("**Service Request**").
 2. "**Breakdown**" means a mechanical or electrical failure of the **Covered Product(s)** under **Your Service Plan**, excluding failures caused by normal wear and tear, to perform their fundamental operation(s) in normal **service**, as defined by the manufacturer.
 3. "**Coverage Period**" has the meaning set forth in Section II(A) of this **Service Plan**.
 4. "**Covered Product(s)**" means the products listed on the **Coverage Summary** that are located inside the confines of the **Covered Property**, are in proper working order on the **Service Plan Purchase Date** and become inoperative due to a **Breakdown** during the **Coverage Period**.
 5. "**Covered Property**" means the property listed on the **Coverage Summary** which is the address of the **Rented or Leased Residential Dwelling** listed on the **Coverage Summary** where the **Covered Product(s)** are located.
 6. "**Coverage Summary**" means the description of coverage document attached to this **Service Plan** that lists **Your Covered Product(s)** and the details of **Your Service Plan(s)**.
 7. "**Expiration Date**" means the date that the **Term** of this **Service Plan** terminates and expires, as set forth on **Your Coverage Summary**.
 8. "**Major Appliance**" means up to one (1) each of the following **Covered Product(s)**: refrigerator, range, dishwasher, microwave (built in), clothes washer, or clothes dryer.
 9. "**Rented or Leased Residential Dwelling**" means residential rental homes, condos or apartments which exist permanently on land. **Rented or Leased Residential Dwellings** do not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities, nor dwelling located not attached to a permanent foundation such as house boats, or recreational vehicles.
 10. "**Service**" or "**Services**" means the diagnosis and performance of the work, including parts and labor, to repair any Covered Item in accordance with the provisions set forth in this **Service Plan**.
 11. "**Service Plan**" (or "**Plan**") means the **service plan** purchased, as shown on the **Coverage Summary**, and governed under these terms and conditions.
 12. "**Service Plan Effective Date**" means the date that **You** become eligible for coverage under **Your Service Plan**. The **Service Plan Effective Date** is set forth in **Your Coverage Summary**.
 13. "**Service Plan Price**" means the total price for **Your Service Plan** **You** pay in one payment or in equal monthly payments for the **Term**.
 14. "**Service Plan Purchase Date**" means the date that **You** purchased **Your Service Plan**. The **Service Plan Purchase Date** is stated on **Your Coverage Summary**.
 15. "**Term**" has the meaning set forth in Section II(A) of this **Service Plan**.

II. COVERAGE PERIOD:

- A. The **Coverage Period** for **Your Service Plan** is listed on the **Coverage Summary** under **Term**. **Your** Coverage shall commence on the Coverage Start Date and remains in effect for the **Term** listed on **Your Coverage Summary**.
- B. During the **Coverage Period**, **We** will arrange for an **Authorized Repair Technician** to **service** or repair covered items, due to a **Breakdown**. This **Service Plan** provides coverage only for the **Plan** **You** have selected and for those items specifically listed as being covered, as indicated on **Your Coverage Summary**. No other coverage will be provided and coverage is subject to limitations and conditions specified in this **Service Plan**.
- C. There are no waiting periods that apply to this **Service Plan**.

III. YOUR RESPONSIBILITIES:

You must maintain, inspect, store, care for, including clean, and/or use **Your Product** according to the manufacturer's instructions.

instructions, and if **Your** Product becomes damaged, **You** must take necessary steps to protect it against any further damage. If **We** determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, **Your** Service Request will be denied.

- B. **You** are required to pay the Plan Price at the start of the **Plan** for the initial **Plan Term** as indicated on the **Coverage Summary**.

IV. **TO OBTAIN SERVICE:**

To request **service**, please contact **Us** by calling the number on **Your Coverage Summary**.

- A. Notice of any **Breakdown** must be given to **Us** immediately upon discovery, prior to the **Expiration Date**, and must have occurred during the **Coverage Period**.
- B. The **Plan** must be paid in full.
- C. **We** will not pay for any **services** or parts provided without **Our** prior authorization. Please call us at 833-961-6835 or go to <https://onpoint.help/sure> to initiate a service request.
- D. All covered repairs will be serviced by **Authorized Repair Technicians**. If **We** cannot provide an **Authorized Repair Technician** for **You**, **We** may approve the use of a service provider outside of **Our** network, provided they can show sufficient proof of insurance and are fully licensed to perform such **service**.
- E. After the **Authorized Repair Technician's** diagnosis, if it is determined that coverage under this **Service Plan** does not apply, or no **Breakdown** is discovered, **You** are required to pay the **Authorized Repair Technician** directly for all charges incurred, including access and diagnosis. **You** may then choose to have any necessary repair completed at **Your** expense.

V. **WHAT THIS SERVICE PLAN COVERS**

COVERED PRODUCT BREAKDOWNS. During the **Coverage Period**, this **Service Plan** provides for the **service**, repair, or, at our discretion, if unrepairable, replacement of the covered parts and labor due to a **Breakdown**. This **Service Plan** only provides coverage for **Covered Product(s)** located in **Rented or Leased Residential Dwelling** at the **Covered Property**. This **Service Plan** does not cover common areas or items shared with non-purchasers of this **Service Plan**. This **Service Plan** only provides coverage for properties which are utilized as **Rented or Leased Residential Dwellings**. See Sections VI, VII and VIII below for further conditions, limitations and exclusions of coverage.

The **Covered Product(s)** must be:

- 1) Located within the confines of the main foundation of the **Rented or Leased Residential Dwelling** (with exception of the exterior air conditioner);
- 2) In good working order on the **Service Plan Effective Date**;
- 3) Properly installed and maintained throughout the **Coverage Period**; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a **Rented or Leased Residential Dwelling**).

VI. **PRODUCT COVERAGE:**

All brands of equipment will be covered under the **Service Plan**, subject to availability of repair parts. Only those items specifically named as **Covered Product(s)** are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit **Our** right to decline coverage for items not specifically mentioned.

- A. Heating and Cooling: After 90 days from **Service Plan Purchase Date**, through the remaining **Term** of this **Service Plan**, **We** will cover the labor costs for access, diagnosis, repair, or, at our discretion, if unrepairable, replacement associated with product **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page. The limits include labor costs for access, diagnosis, and repair/replacement. All covered parts, with the exception of refrigerant (as defined below), are the responsibility of the manufacturer and costs associated will not be applied to **Your** limit of liability. Please review **Your Coverage Summary**.

1. Central Air Conditioning System (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** Failures on Condenser, Defrost Heating Element, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$100 per **Term**), Refrigerant line sets, Refrigerant reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, wall units not ducted when designed to be ducted by the original manufacturer.

Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and Wi-Fi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.**

B. Water Heater: **We** will cover the labor costs for access, diagnosis, repair/replacement associated with product **Breakdowns**. **We** will cover up to the limit of liability listed on the **Coverage Summary** page. All covered parts are the responsibility of the manufacturer and costs associated will not be applied to **Your** limit of liability.

1. Water Heater: (Gas or Electric or Tankless) COVERED REPAIRS: Failures on Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element. **NOT COVERED: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.**

C. Major Appliances: **We** will cover the costs for access, diagnosis, repair/replacement associated with product **Breakdowns** after the manufacturer's warranty has expired. **We** will cover up to the limit of liability listed on the **Coverage Summary** page.

1. Range/Oven/Cooktop: COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa**
2. Refrigerator (with icemaker): COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product **NOT COVERED: Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product(s). Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.**
3. Clothes Washer COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**
4. Clothes Dryer: COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
5. Dishwasher: COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher**
6. Microwave (built in): COVERED: Mechanical and Electrical Breakdowns resulting from normal use of the product. **NOT COVERED: door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids**

VII. LIMIT OF LIABILITY AND CONDITIONS:

- A. **Our** limit of liability to pay for the repair or replacement of a **Covered Product(s)** during the **Term** will not exceed the **Covered Product's** original purchase price. The **Covered Product's** limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the **Term**.
- B. **We** have the sole right to determine whether a **Covered Product(s)** needs to be repaired/replaced. If **We** decide to replace the covered appliance, item or system, **We** are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. **We** are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
- C. **We** reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair is not feasible. Cash settlements will be based on what **We** would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
- D. All equipment covered by this **Service Plan** must be in good working condition as of the **Service Plan Effective Date** and be reasonably clean and accessible at the time of **service**.
- E. **We** reserve the right to use a qualified **Authorized Repair Technician**, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of **Our** obligation under the terms of this **Service**

Plan.

- F. **We** reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this **Agreement**.
- G. **We** are not a service provider and are not **Ourselves** undertaking to repair any such systems or components.
- H. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to **You** covering a loss also covered by this **Service Plan**, this **Service Plan** will pay in excess of and not contribute with other insurance, warranty or guaranty. **We** will not pay for parts or labor covered under a manufacturer's warranty.
- I. Coverage under this **Service Plan** is transferable. This Agreement is transferable to a new owner of the existing address. This Agreement is non-transferable to a new address and is only valid for the original residence. To transfer this plan please call 864-528-7831.

VIII. EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

- A. **Manufacturers Responsibilities:** The Agreement complements but does not replace the manufacturer's warranty for any Covered Product(s). Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.
- B. Products or systems that are not installed according to the published installation instructions.
- C. Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose—whether performed by a contractor, service company, or yourself.
- D. Damage caused by the use of cleaners not in compliance with cleaning recommendations.
- E. Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.
- F. Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.
- G. Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.
- H. Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.
- I. Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.
- J. Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including damages to the finish of the appliance or home, floors, cabinets, countertops, and walls.
- K. Damage caused by children, animals, plants, or insects.
- L. Force Majeure: Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.
- M. Covered Item(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.
- N. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product(s).
- O. Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.
- P. Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.
- Q. Noises associated with normal operation.
- R. Pickup or delivery of Covered Product(s) for repair. Coverage is for on-site repair of Covered Product(s) only.
- S. Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.
- T. Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.
- U. Service trips to teach the end-user how to use the product.
- V. Incompatible systems.
- W. Maintenance of equipment.
- X. Failures covered by, or the result of negligence or improper installation by, the home builder on newly constructed homes covered by this Service Plan.

Repair costs for any circumstances not covered by this **Service Plan** shall be borne by the contract holder.

IX. ACCESSIBILITY OF PRODUCT:

If **service** is required, **You** agree to make the product reasonably accessible to the **Authorized Repair Technician**. If the product is not accessible, the **Authorized Repair Technician** will have the option of declining to provide **service** or assessing **You** an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

X. SERVICE PLAN PRICE:

The price of this **Service Plan** and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to **You** in writing at least thirty (30) days prior to implementation. **You** may terminate the **Service Plan** by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XII below.

XI. LAWS, CODES and REGULATIONS:

This **Service Plan** does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. **We** are not responsible for **service** when permits cannot be obtained, nor will **We** pay any costs relating to permits.

XII. RENEWAL:

This **Service Plan** may be renewed at **Our** option.

XIII. CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN:

- A. **You** may cancel the **Service Plan** only by contacting **Us** or the **Named Administrator** in writing. Cancellation becomes effective at the end of the current month of coverage.
- B. If **You** cancel **Your Service Plan** within 30 days of the **Service Plan Purchase Date**, **You** will receive a 100% refund of the **Service Plan Price** paid less the actual cost of any **service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- C. If **You** cancel after the first thirty (30) days from purchase of **Your Service Plan**, **You** will receive a pro rata refund of the **Service Plan Price** paid by **You**, less the actual cost of any **service**, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- D. **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of material misrepresentation by **You**, or a substantial breach of duties by **You**. In the event of cancellation for fraud or material misrepresentation, **We** may demand immediate payment of the cost of all **services** provided to **You**, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- E. If **You** are paying the **Service Plan Price** in monthly payments and have not paid a Monthly Payment Amount that is due, **Your Service Plan** may be cancelled by **Us** effective as of the last day of the month in which the last Monthly Payment Amount was paid. If **We** cancel **Your Service Plan** for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to **You** at least thirty (30) days prior to termination. If **Your Service Plan** was inadvertently sold to **You** on a property which is not eligible for coverage under this **Service Plan**, **We** will cancel this **Service Plan** and return the full **Service Plan Price** or Monthly Payment Amount(s) paid by **You**.
- F. **We** reserve the right to update or modify the Terms and Conditions of this **Service Plan** upon thirty (30) days written notice.

XIV. INSURANCE COMPANY OBLIGATIONS:

Our obligations under this Contract are insured by an insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event we fail to perform or pay any covered service or claim, pay any refund, pay any requested performance, if **we** become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, **you** may make a claim or submit a cancellation request directly with [Universal Underwriters Insurance Company].

The Insurer and **Obligor** shall not be deemed to provide cover and neither the Insurer nor **Obligor** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Obligor** or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

XV. STATE REQUIREMENTS AND DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this **Service Plan** which conflicts with the laws of the state where the **Covered Property** is located shall automatically be considered to be modified in

conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if **Your Service Plan** was purchased in one of the following states and supersede any other provision within **Your Service Plan** terms and conditions to the contrary.

In **Alabama**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If the **Agreement** is cancelled within thirty (30) days of the date the service **Agreement** was mailed or within ten (10) days of delivery if the **Agreement** is delivered at the time of sale and no claims have been made, the **You** are entitled a refund of 100% of the premium. 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** by administrator or **Obligor**.

In **Arizona**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the event of a dispute, **You** may follow the process to resolve complaints under the provisions of A.R.S.

§20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 81,0007, Attn: Consumer Protection. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or

§20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area).

In **Arkansas**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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, the **You** are entitled to make a claim directly against the insurance company.

In **California**:

INSURANCE COMPANY OBLIGATIONS section is deleted.

In **Colorado**:

You may replace a gas-fueled appliance with a similar device of **Your** choosing that operates on electricity rather than gas. **You** are required to pay any additional cost to replace a gas-fueled appliance with an appliance that has a cost that exceeds the cost of replacing the gas-fueled appliance with another gas-fueled appliance under this **Agreement**. Any additional cost to **You** for the replacement electric appliance, excluding any installation or other associated costs, will not exceed the retail cost of the replacement electric appliance minus the retail cost of a replacement gas-fueled appliance. Actions under this **Agreement** may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and **You** may have a right of civil action under those laws. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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.

In **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**. If the Covered Property is in Our custody and this **Agreement** expires, this **Agreement** is automatically extended until the repairs are completed.

In **Florida**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **You** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) 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 **Obligor** 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

not subject to regulation by the Florida Office of Insurance Regulation.
INSURANCE COMPANY OBLIGATIONS section is deleted.

In **Georgia**:

EXCLUSIONS FROM COVERAGE section is amended to include the following: If a claim covered by this Plan is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this Plan is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit of Liability. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is amended as follows: Cancellation will comply with

O.C.G.A. 33-7-6 of the Georgia Code. All provisions of this section apply except, if **You** cancel this **Agreement** within thirty days of the purchase date of the contract, **You** shall receive a full refund less claims paid. No administrative fee will be charged if canceled within 30 days of the purchase date. If **You** cancel this **Agreement** more than thirty days after the purchase date of the contract, **You** shall receive a 100% refund of the unearned pro rata purchase price of the contract less claims paid. A cancellation fee of up to 10% of the unearned pro rata purchase price of the contract may be charged for cancellations after thirty days. If **We** cancel **Agreement**, **You** shall be entitled to a refund of 100% of the unearned pro-rata amount of the paid agreement fee. A 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of the cancellation date. We reserve the right to cancel this Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. **You** will receive a refund of the unearned pro-rata Plan price, less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Plan price. The notice of cancellation will include the reason and the effective date of cancellation.

In **Hawaii**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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 **Agreement**.

In **Idaho**:

INSURANCE COMPANY OBLIGATIONS section of this **Agreement** 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.

In **Illinois**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **You** cancel within the first thirty (30) days of the **Service Plan Effective Date**, and no service request has been made, **You** are entitled to a full refund of the cost of this **Agreement**. If **Obligor** cancels this **Agreement** or if **You** cancel this **Agreement** after the first thirty (30) days of the **Service Plan Effective Date**, then **You** shall be entitled to a pro rata refund of the paid **Agreement** fee for the unexpired term.

In **Indiana**:

INSURANCE COMPANY OBLIGATIONS section of this **Agreement** 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

In **Iowa**:

The issuer of this **Agreement** is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice of termination to **You** at least fifteen (15) days before the date of the termination. Prior notice of cancellation by **Us** is not required if the reason for cancellation is nonpayment of the **Service Plan Price**, a material misrepresentation by **You** to **Us** or **Administrator**, or a substantial breach of duties by **You** related to the covered product or its use. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. If this **Agreement** is cancelled by **Us** for any reason other than nonpayment of the **Service Plan Price**, **We** shall refund **You** in an amount equal to 100% of the unearned purchase price, calculated on a pro rata basis based upon elapsed time, less any claims paid. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding will be added to a refund that is not paid or credited within thirty (30) days after the return of the **Agreement** to the provider. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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.

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.

In Louisiana:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least fifteen (15) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.

In Maine:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: The provider of the **Agreement** shall mail a written notice to the **You** at the **Your** last known address 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 **You** one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

In Maryland:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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 **Agreement**. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** is amended as follows: In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the Insurance section of this **Agreement**.

In Massachusetts:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

In Minnesota:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

In Missouri:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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 **Agreement**. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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.

In Montana:

INSURANCE COMPANY OBLIGATIONS section is amended as follows: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by [Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211], [(800) 515-5988].

In Nevada:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**.

follows: **You** may cancel this **Agreement** within thirty (30) days of the Coverage Period and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. Cancellation fee is not applicable. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. This **Agreement** shall be non-cancelable by **Obligor**, except for: Nonpayment of Agreement fees by **You**; or Fraud or material misrepresentation by **You**. **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 **We** cancel this **Agreement**, no cancellation fee will be deducted from the pro-rata refund. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In emergency situations that defects immediately endanger the health and safety of **You**, and the **Administrator** determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **Administrator** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment by **You** to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. Refer to **Your** Schedule, sales receipt, or invoice for the purchase price of this **Agreement**.

In **New Hampshire**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows:

B. If You cancel Your Service Plan within 30 days of the Service Plan Purchase Date, You will receive a 100% refund of the Service Plan Price paid.

C. If You cancel after the first thirty (30) days from purchase of Your Service Plan, You will receive a pro rata refund of the Service Plan Price paid by You. There is no cancellation fee.

D. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of material misrepresentation by You, or a substantial breach of duties by You. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You. The notice of cancellation will include the reason and the effective date of cancellation.

In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

In **New Jersey**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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 **Agreement**.

In **New Mexico**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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**.

In **New York**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as

follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within thirty (30) days after the cancellation of this **Agreement**. **INSURANCE COMPANY OBLIGATIONS** section of this **Agreement** 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.

In **North Carolina**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN 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**. The purchase of this **Agreement** is not required either to purchase or to obtain financing for a home appliance.

In **Ohio**:

INSURANCE COMPANY OBLIGATIONS section of this **Agreement** 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.

In **Oklahoma**:

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This **Agreement** will not be honored by such manufacturer or wholesale company. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) 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.

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.

In **Oregon**:

Unless otherwise required by the laws of the state where the covered property is located, this **Agreement** shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. 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. **TO OBTAIN SERVICE** section is amended to include: In the event **You** have an emergency situation and are unable to reach **Us**, **You** may proceed with repairs. **We** will reimburse **You** in accordance with the **Agreement**. **CANCELLATION,**

NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You**, may apply for reimbursement

directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider.

In **South Carolina**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: **You** may cancel this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. In the event of a dispute with the provider of this **Agreement**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1,000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

In **Texas**:

Obligor will provide **You** with written notification of any material changes to this **Agreement** forty-five (45) day in advance of the implementation of such changes. Notice may not be provided to **You** when changes are favorable to **You** or when changes are mandated by a regulatory agency. After notice of a material change, **You** may terminate this **Agreement** by providing written notice within the forty-five (45) day period prior to the effective date of the change. If **You** do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by **You**. It is understood that **OBLIGOR WILL NOT BE THE SERVICE PROVIDER** and **OBLIGOR WILL NOT BE PERFORMING** the actual repair of any such systems or components.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT, UNDER TEXAS

OCCUPATIONS CODE §1303.304. NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

CUSTOMERS SIGNATURE

DATE

In Utah:

TO OBTAIN SERVICE section is amended to include: Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. **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. Emergency repairs: If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your **Covered Product** will commence within 24 hours after You report Your claim by calling the number above, which is available 24 hours a day, 7 days a week. **CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN** 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 **Service Plan** 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 **Service Plan Price** 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. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **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.**

In Vermont:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: You may cancel this **Agreement** within thirty (30) days of receipt of this **Agreement** if You have not received any Service for a full refund of the amount paid by You under this **Agreement**.

In Washington:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: Cancellation may be made by You at any time. If cancelled within thirty (30) days of acceptance of **Obligor**, and no service request has been made, You are entitled to a full refund of the **Agreement** proceeds. A ten (10%) percent penalty per month will be added to a refund of the **Service Plan Price** that is not paid or credited within thirty (30) days after return of the **Agreement** to Us. You are not required to wait sixty (60) days before filing a claim directly with the insurance company indicated in the Insurance section of this **Agreement**. Such notice shall include the effective date of cancellation and the reason for cancellation. All references to **Obligor** throughout this **Agreement** are replaced with **Service Provider**. **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.

In Wisconsin:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: This **Agreement** shall not be canceled due to unauthorized repair of covered equipment. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. 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**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If 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 Seller

will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on Your **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE COMPANY**

OBLIGATIONS .

Timeliness of notice: Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was 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 unless **We** are prejudiced thereby and it was reasonably possible to meet the time limit.

In **Wyoming**:

CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN section is amended as follows: In accordance with Section 26-49-103 of the Wyoming Insurance Code, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or within ten (10) days of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any Service, **You** are entitled to a full refund of the amount paid by **You** under this **Agreement**. A 10% penalty per month will be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. If this **Agreement** is canceled by **Obligor**, **Obligor** shall mail a written notice to **You** at the last known address at least ten (10) days prior to cancellation by **Obligor**. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by **You**.