

**AGREEMENT - Consumer Electronics**  
**This Agreement is not a Contract of Insurance**

**PLEASE READ THIS AGREEMENT CAREFULLY**, as it describes the protection **You** will receive in return for payment by **You**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the coverage **You** purchased. They are integral parts of this **Agreement** and **You** may be required to produce them to obtain service. **You** must maintain the **Covered Product(s)** as recommended by the manufacturer's owner's manual or product warranty. Refer to the Declarations Page of this **Agreement**, or **Your** sales invoice or receipt to determine the term of this **Agreement**, and if there is a deductible required to obtain service.

**NOTICE**, THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**I. DEFINITIONS**

- (1) **"Obligor" "We", "Us" and "Our"**, The company obligated under this **Agreement**, **4warranty Corporation**, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, Florida 32256 800-867-2216, in all states except in Florida and Oklahoma where it is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, Florida 32256 800-888-2738, Florida License No. 03698, and in Wisconsin where it is **The Service Doc Inc.**, 10151 Deerwood Park Blvd, Bldg. 100, Suite 500, Jacksonville, FL 32256 (800)888-2738.
- (2) **"You" and "Your"**, The purchaser of the **Covered Product(s)** and any authorized transferee/assignee of the purchaser.
- (3) **"Administrator"**, Protection Plan Center, LLC, 3634 Euclid Ave., Suite 5, Cleveland, OH 44115 (800)-928-3125.
- (4) **"Covered Product(s)"**, The satellite equipment which **You** have obtained through Your satellite provider, for select products listed in coverage terms below, which is covered by this **Agreement**.

**II. REPAIR PLAN**

- (1) **Term**, The term of this **Agreement** begins on the date of purchase for Repair Plan and continues for the period indicated on the Declarations Page, or on **Your** sales receipt or invoice. Coverage for mechanical or electrical breakdown and covered defects is effective upon the expiration of the shortest portion of any manufacturer's warranty. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**
- (2) **Coverage**, We will repair or replace the **Covered Product**, at **Our** discretion, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. We will reimburse **You** up to \$49.99 per occurrence if **You** provide proof of technical service call cost on **Your** satellite provider bill. The bill copy must be received by **Administrator** within sixty (60) days of the service call date. Service call must have occurred within **Your** protection plan term. **We** do not cover service calls for reasons such as, system relocation, address moved, cosmetic service calls (such as wires being fished or receiver locations being moved throughout the home.) Additionally, the following items are covered,
  - All connectors, cables, fittings, barrel clips, and pipe adapters.
  - The satellite dish, LNB, and switch.
  - Up to one (1) remote control replacement per year.A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. Parts will be replaced with those of like kind and quality. **We** may use new or remanufactured parts. If the **Covered Product** cannot be repaired, if the cost of the repair exceeds the original purchase price, if parts are no longer available or are discontinued by the manufacturer, the **Covered Product** will be replaced as determined by **Us** with a product of similar quality and features.
- (3) **Limit of Liability**, **Our** limit of liability for **Your Covered Product** under the Repair Plan is the cost of authorized repairs and/or replacement as determined by **Us**, with a product of like quality and similar features, provided however, in no event will **Our** total liability for any repairs and/or replacements exceed **Your** purchase price for the **Covered Product**, excluding sales tax, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.**
- (4) **No Lemon Policy**, This **Agreement** provides that following the expiration of the manufacturer warranty term, and subject to **Our** Limit of Liability, after three (3) service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance or pay **You** the remaining Limit of Liability. Upon replacement, there is no longer any obligation for the replaced product under this **Agreement**.
- (5) **How to Get Service**, **You** must contact the **Administrator** for the appropriate authorized service center. Call the toll-free number at 800-928-3125. 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, a fuse blown at the junction box, or using dead batteries. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. *If **You** refuse service on a covered item after **We** have dispatched the repair service to **Your** location **You** will be billed for that service's applicable trip charge.*
- (6) **Service Deliverables**, There may be a deductible required to obtain service for **Your Covered Product** as indicated on the Declarations Page of this **Agreement**. **You** will receive service on **Your Covered Product** as described below and as indicated on the Declarations Page of this **Agreement**,
  - **Carry-In**, Unless otherwise provided in this **Agreement**, **Covered Products** must be delivered and picked up by **You** at **Our** authorized service center during normal business hours.
  - **Depot**, We will provide 3-way shipping to and from a depot service center of **Our** choice.
  - **In-Home**, Service will be performed in **Your** home as indicated on the Declarations Page of this **Agreement**, or on **Your** sales receipt or invoice provided **You** have fulfilled the following provisions, (1) accessibility to the product, (2) a non-threatening and safe environment, and (3) an adult over the age of 18 to be present for the period of time **Our** authorized technician is scheduled for service and while **Our** authorized technician is on **Your** property servicing **Your Covered Product**. In-Home Service will be provided by the authorized service provider during regular business hours, local time, Monday through

Friday, except holidays. 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.

### **III. POWER SURGE PROTECTION**

This **Agreement** provides power surge protection from the date of purchase in the absence of any other insurance coverage. If **Your Covered Product** is damaged as a result of a power surge, we will service **Your Covered Product** in accordance with the terms herein.

### **IV. WHAT IS NOT COVERED**

(A) Products not originally covered by a manufacturer's warranty, (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs, (C) Cleaning, Periodic checkups, preventive maintenance., (D) Any and all pre-existing conditions that occur prior to the effective date of this **Agreement**. (E) Service calls for reasons such as, system relocation, address moved, cosmetic service calls, including wires being fished or receiver locations being moved throughout the home.) (F) Part or repairs due to normal wear and tear, unless tied to a breakdown, and items normally designed to be periodically replaced by **You** during the life of the product, including but not limited to batteries, light bulbs, etc., (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the **Covered Product**, unauthorized modifications or alterations to a **Covered Product**, failure to follow the manufacturer's instructions, third party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God or consequential loss of any nature, (H) Loss or damage caused by, invasion, 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, (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, (L) Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets, scratches, peeling & dents, (M) Unauthorized repairs and/or parts, (N) Cost of installation, setup, diagnostic charges, except as provided herein, (O) Accessories used in conjunction with a **Covered Product**, (P) Any other loss other than a covered breakdown, (Q) Service where no problem can be found, noises, squeaks, breakdowns which are not reported during the term of this **Agreement**.

**Specific to Electronics.** In addition to any applicable exclusions listed above, this **Agreement** only covers the operating condition of **Your Covered Product** and does not cover (1) non-operating or external parts, e.g. protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, projection bulbs, filters, (2) any installed accessory item, (3) any antennae or antennae system, any expansion of the channel or frequency range capabilities of the **Covered Product**, circuit adjustments required to receive any particular station, service or adjustments due to changes in external power and power connectors and connections, reception or normal signal, (4) Speakers, headphones., (5) damage caused by or due to overheating caused by accumulation of dust, vermin or fan blockage, misuse and abuse, and (6) any storage media damaged by malfunctioning parts, improper installation of components or peripherals, repair or replacement of upgraded components when repair or replacement is required due to incompatibility of parts or incorrect installation.

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

### **V. CONDITIONS**

- (1) **Renewal.** Repair Plans may be renewed at **Our** discretion
- (2) **Transferability.** This **Agreement** is transferable by the original purchaser for the balance of the original extended protection period. The **Covered Product** may be registered by mailing a letter that provides the date of new ownership, new owner's name, complete address, and telephone number and a check for twenty-five dollars (\$25) payable to (insert Administrator name). The manufacturer's warranty may not be transferrable. This **Agreement** does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
- (3) **Territories.** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- (4) **Subrogation.** If **We** pay for a loss, **We** may require **You** to assign **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover.
- (5) **Arbitration.** In the event of a disagreement between **You** and **Us** concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day **You** filed **Your** claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which **You** live. Local rules will apply. A majority decision will be binding.
- (6) **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 contact the **Administrator** for a full refund. If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **You** must contact the **Administrator**, and **You** will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If **We** cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.
- (7) **Changes:** We may alter or change this policy at any time with no prior notice, including changing or raising prices or monthly maintenance fees or items covered.
- (8) **Entire Agreement.** This is the entire Service **Agreement** between the parties, and no representation, promise or condition not contained herein shall modify these items.

### **VI. INSURANCE**

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN NEW YORK, RHODE ISLAND, AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

## **FINANCIAL GUARANTEE.**

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.

## **VII. STATE REQUIREMENTS AND DISCLOSURES**

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

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

**Arizona,** In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (D) is removed. CANCELLATION section is amended as follows, No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

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

**California,** For residents of California, the Administrator of this Agreement is 4warranty Corporation 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256 (800) 867-2216.

CANCELLATION section is amended as follows, A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, **You** may contact BEAR at 1-800-952-5210, or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

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

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

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

**Georgia,** Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (D) is removed and replaced with, Any and all pre-existing conditions known by **You** that occur prior to the effective date of this **Agreement** and/or any sold "AS-IS" including but not limited to floor models, demonstration models, etc.

CANCELLATION section is amended as follows, If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **You** will receive a pro rata refund of the **Agreement** price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid, however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**. ARBITRATION section of this **Agreement** is removed.

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

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

**Maine,** CANCELLATION section is amended as follows, The provider of the **Agreement** shall mail a written notice to the Service **Agreement** Holder at the last known address of the Service **Agreement** Holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If a **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the Service **Agreement** Holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the Service **Agreement** Holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

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

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

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

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

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

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

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

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

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

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

**New Mexico**, CANCELLATION section is amended as follows, **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless, 1) **You** fail to pay any amount due, 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**, 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**, or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

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

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

**Oklahoma**, This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows, In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**Oregon**, Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows, **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

**South Carolina**, If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows, A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**.

**Texas**, If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Obligor, 4warranty Corporation, 10151 Deerwood Park, Bldg. 100, Suite 500, Jacksonville Florida 32256 (800-867-2216) Lic #275. CANCELLATION section is amended as follows, **You**, the Service **Agreement** Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Agreement** is returned to the provider.

**Utah**, This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows, **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons, (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following, (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

Any matter in dispute between **You** and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both **You** and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**Washington**, All references to Obligor throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following, The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

EMERGENCY SERVICE section is amended as follows, If after 5pm Eastern Time, **You** are unable to reach **Administrator** 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**, For residents of Wisconsin, the Administrator of this Agreement is 4warranty Corporation 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256 (800) 867-2216. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF**

**INSURANCE.** ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows, If We cancel this **Agreement**, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (M) and the "unauthorized repairs and/or parts" exclusion is removed. Proof of loss should be furnished by **You** to the Administrator as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service.

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