

**EXTENDED SERVICE AGREEMENT**
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice, and/or receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** may be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**; (2) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT.

I. DEFINITIONS

- (1) "**Obligor**", "**We**", "**Us**" and "**Our**": The company obligated under this Agreement, Applied Warranty Services, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503 in all states except the following: In Florida, Hawaii, Iowa, Nevada, Oklahoma, Texas, and Washington Obligor is Generali Warranty Services, LLC, 601 Brickell Key Drive, Suite 605, Miami, FL 33131 (833) 985-1503.
- (2) "**You**" and "**Your**": The original purchaser of the **Covered Product** or the owner of the product whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) "**Administrator**": New Leaf Service Contracts, Inc., 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 855.630.3442.
- (4) "**Selling Retailer**": The entity selling the **Covered Product** and this **Agreement**.
- (5) "**Covered Product**": The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

II. ELIGIBILITY

- (1) **The following products are eligible for coverage:**
 - **Electronics**, such as DJ equipment.
- (2) The Product Plan must be purchased within 6 months with eligible proof of purchase from Selling Retailers authorized dealers of a new Covered Product.
- (3) Used (in-service) products must be less than 3 years old at time of plan purchase.

III. PARTS & LABOR REPAIR PLAN

- (1) **TERM:** If **You** purchased a Parts & Labor Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase and runs congruent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. If **You** purchased the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins on the 31st day after the plan date of purchase and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice.
- (2) **COVERAGE:** Parts for the **Covered Product** will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing the **Covered Product**. Failure must be reported within 30 days of the initial failure to be eligible for coverage. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product's** original purchase price, the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will replace the **Covered Product** as determined by **Us** with a product of like-kind, similar quality or features.
 - A. **For Electronics:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical failure, including those experienced during normal wear and tear, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Costs related to the removal and reinstallation of **Your Covered Product** are not covered under this **Agreement** and are **Your** responsibility. **You** are responsible to back up all computer software and data prior to commencement of repair of the **Covered Product**.
- (3) **LIMIT OF LIABILITY:** **Our** limit of liability for the **Covered Product** under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Us**, with a product of like kind or similar quality and features, and in no event will **Our** total liability for repairs and/or replacement exceed the original purchase price for the **Covered Product**. Upon replacement, this **Agreement** has been fulfilled. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.
- (4) **NO LEMON POLICY:** This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, and subject to **Our** limit of liability, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a 12 month period, as determined by **Us**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **We** may replace it with a product of like kind or similar features, or issue a check or store credit to **You** in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limit of Liability." If **We** replace the **Covered Product** or issue a cash settlement of any kind, including a store credit, all of **Our** obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.
- (5) **HOW TO REQUEST SERVICE:** To request service for the **Covered Product**, contact the **Administrator** toll-free at 855.630.3442, or go online to www.newleafsc.net. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied. **You** may be asked for a credit card number prior to service being performed. 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, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset as illustrated by the manufacturer in the owner's manual of **Your Covered Product**. For a **Covered Product** that uses batteries as the primary power supply, check that the batteries do not need replacing or recharging. If **You** refuse service on a **Covered Product** after **We** have dispatched the authorized technician to **Your** location, **You** will be billed for that servicer's applicable trip charge. If **You** refuse service on a **Covered Product**, **We** are no longer responsible for any costs associated with the repair or

replacement of **Your Covered Product** and may choose to refund **You** the prorated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full cost or at a prorated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.

- (6) **SERVICE DELIVERABLES:** **You** will receive service on the **Covered Product** as described below:

Carry-In: Unless otherwise provided in this **Agreement**, the **Covered Product** can be delivered and retrieved by **You** at **Our** designated authorized service center during normal business hours.

Depot Service: **We** will provide 2-way shipping to and from a depot service center of **Our** choice. Shipping shall include any packing, insurance or mail/freight/delivery charges for the **Covered Product** to and from the depot service center selected by **Us**.

Customer Service Reimbursement: To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product** as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause **Your** claim to be denied. To file a service reimbursement claim: **You** must call **Us** at 855.608.4501, option 2, **before** contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Us** before contacting a non-authorized service provider. **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

YOUR RESPONSIBILITIES – SERVICE REIMBURSEMENT

- i. Locate an authorized service provider in **Your** area and notify **Us** prior to scheduling a diagnosis visit.
 - ii. Contact the **Administrator** once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. **You** will be provided with an approval code if a repair is required due to a covered failure. Once the repair has been completed, **You** must pay the service provider and email (claims@newleafsc.net) or fax (972-993-1512) **Us** a copy of the completed and paid repair invoice. The invoice must include: the make, model and serial number of the **Covered Product**, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, an itemized list of any shipping charges, proof of payment and **Your** name, address and phone number. **We** will reimburse **You** with a check within two (2) weeks of receipt of the paid invoice with the required information.
- (7) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will service the **Covered Product** in accordance with the terms herein. **You** may be required to provide proof of claim denial, if other insurance coverage is applicable.
- (8) **ACCIDENTAL DAMAGE IN HANDLING ("ADH"):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. This **Agreement** does not cover immersion of the **Covered Product** in any liquid substance. Note: Not all ADH plans have liquid coverage. Please refer to your sales invoice for coverage specifics. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional misconduct associated with handling and use, cosmetic damage and/or other damage that does not affect unit functionality, damage caused during shipment between **You** and **Our** service provider and any other limitations listed in the "What is Not Covered" section of this **Agreement**. For the purpose of this **Agreement**, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires from **You** an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event and nature of the damage. In the event that a replacement of the **Covered Product** is necessary, we may ask the original product be returned to **Us**.

IV. WHAT IS NOT COVERED

- (A) New Products without a manufacturer's warranty; (B) New Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty (C) 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; (D) Cleaning; periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "as is", including but not limited to floor models without a manufacturer warranty, demonstrations models, etc.; (F) Parts or repairs due to normal wear and tear, unless otherwise specified, or unless tied to a failure, 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 for operation and care of the Covered Product; external causes of any kind, including 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) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, with the exception of hand-held devices with worldwide coverage; (K) Non-functional, cosmetic or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (N) Accessories used in conjunction with a Covered Product including remote controls; (O) Any other loss other than a covered failure; (P) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement; (Q) Any failure or condition that results from abnormal usage of the Covered Product; (R) Coin mechanisms; (S) Failures that intensify as a result of negligence.

Specific to Electronics: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of the Covered Product and does not cover (1) non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (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 or water supply; water and power connectors and connections; reception or normal signal; (4) speakers(except surround-sound home theater); remote controls; phonograph cartridges and stylus; headphones; and (5) burned-in image in CRT, plasmas, LCD or any other type of display.

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 DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

IV.] CONDITIONS

- A. **Renewal:** This Agreement is not renewable.
- B. **Transferability:** This Agreement is transferable by You for the balance of the original term of this Agreement. The transfer of this Agreement and the Covered Product may be registered by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number [and a check for twenty-five dollars (\$25) payable to New Leaf Service Contracts, Inc. within 10 days of Covered Product transfer of ownership. Once contract has been transferred to new ownership, the person listed as the New Owner of the Covered Product assumes all responsibility to uphold the conditions of this Agreement. A copy of this Agreement may be obtained by the New Owner by contacting Us by phone at 855.624.2519 or by email at customer@newleafsc.net. The manufacturer's warranty may not be transferrable.
- C. **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.
- D. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- E. **Deductible:** There is a deductible as listed on the declarations page required to obtain service for repair or replacement of the Covered Product.
- F. **Arbitration:** PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Notwithstanding the foregoing, You have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to Us via certified mail within thirty (30) days of the purchase of this Agreement.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, You, We, and the Administrator (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. Each Party is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorneys fees.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

- C. **Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement as long as no claims have been incurred. You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. 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. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.
- D. **Entire Agreement:** This is the entire service Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250

GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. GENERALI US BRANCH OPERATES UNDER THE FOLLOWING NAMES: GENERALI ASSICURAZIONI GENERALI S.P.A. (U.S. BRANCH) IN CALIFORNIA, ASSICURAZIONI GENERALI – U.S. BRANCH IN COLORADO, GENERALI U.S. BRANCH DBA THE GENERAL INSURANCE COMPANY OF TRIESTE & VENICE IN OREGON, AND THE GENERAL INSURANCE COMPANY OF TRIESTE AND VENICE – U.S. BRANCH IN VIRGINIA. GENERALI US BRANCH IS ADMITTED OR LICENSED TO DO BUSINESS IN ALL STATES AND THE DISTRICT OF COLUMBIA. 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 APPLIED WARRANTY SERVICES (833) 985-1503.

STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. 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**.

Arizona: In the "WHAT IS NOT COVERED" section of this **Agreement**, exclusion (E) is removed. Exclusion (G) is amended to read as follows: **Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product while owned by You; any person's failure to follow the manufacturer's instructions for operation and care of the Covered Product while it is owned by you; external causes of any kind, including 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.** CANCELLATION section is amended as follows: If **You** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less an administrative fee to not exceed ten percent (10%) of the cost of the contract or [\$50.00], whichever is less. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

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

California: For residents of California, the Administrator of this **Agreement** is New Leaf Service Contracts, Inc 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039 855.630.3442. 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**. For home appliances and home electronic products, if the **Agreement** is cancelled: (a) within thirty (30) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after thirty (30) days, **You** will receive a pro rata refund, less the cost of any service received. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, **You** may contact BHGS at [1-800-952-5210], 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. https://bhgs.dca.ca.gov/](https://bhgs.dca.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 mediation to settle disputes between **You** and the provider of this **Agreement**. In the event that the parties cannot reach agreement, **You** may file a formal written 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, including a description of any attempts made to resolve the dispute and the results of such attempts and include a copy of this **Agreement**. 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. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

Florida: This **Agreement** is between the Provider, Applied Warranty Services, (License No. 41316) 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 (E) 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: If this **Agreement** is cancelled within 20 days of the date the service contract **Agreement** was mailed or within 10 days of delivery if this **Agreement** is delivered at the time of sale and no claims have been made, this **Agreement** holder is entitled a refund of 100% of the premium. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after return of the **Agreement** to the Administrator. The administrative fee for cancellation after 20 days shall be no greater than 10% of the total purchase price. 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 Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Obligations of the service company under this service contract are guaranteed under a reimbursement insurance policy. If the service company fails to pay or provide service on a claim within sixty days after proof of loss has been filed with the service company, the service contract holder is entitled to make a claim directly against the reimbursement insurance

policy.

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

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

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

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

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

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

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

Montana: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007.

Nevada: ELIGIBILITY section is amended as follows: (3) If any **Covered Product** is essential to **Your** health and safety such that a malfunction would render **Your** residence unfit for a person to live in and because of defects that immediately endanger the health and safety of the occupants of the dwelling, and **We** determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then **We** will provide a status report to **You** and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov not later than 3 calendar days after the report of the claim. 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, and no cancellation fee will be applied. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** 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 to respond to such inquiries no later than one (1) business day after such an inquiry is made. If **You** are not satisfied with the manner in which **We** have handled a claim, **You** may contact the Commissioner toll-free at (888) 872-3234. An UNAUTHORIZED MODIFICATION section is hereby added to the **Agreement** as follows: Notwithstanding anything in this **Agreement** to the contrary, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**.

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

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

New Mexico: CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

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

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

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

Oklahoma: This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. Our Oklahoma Service Warranty License No. is 509621103.

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 46th day after the date on which **Your Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

South Carolina: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy by Generali U.S. Branch, 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, NY 10007. 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 forty-five (45) days of receipt of returned service **Agreement**.

Texas: If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Obligor:** Applied Warranty Services, 10805 Old Mill Road, Omaha, NE 68154 (833) 985-1503). Lic #779. CANCELLATION section is amended as follows: **You**, the service **Agreement** holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. 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**.

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.

ARBITRATION section is amended to include the following: Any matter in dispute between **You** and **Us** 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 **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

EMERGENCY SERVICE: If you are unable to reach **Administrator** at 855.630.3442 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

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

Washington: All references to **Obligor** throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month 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: If you are unable to reach **Administrator** at 855.630.3442 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: **We** may only cancel this **Agreement** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** should the **Selling Retailer** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed \$50.00 or ten percent (10%) of the purchase price whichever is less. In the event of a total loss of the **Covered Product** that is not covered by a replacement of the **Covered Product** pursuant to the terms of this **Agreement**, **You** shall be entitled to cancel this **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid.

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.