

## Agreement

Please read this Agreement carefully.

### KEY TERMS:

Throughout this document, “You” and “Your” refers to the **Agreement** Holder listed on the Declaration Page. “Obligor”, “Administrator”, “We”, “Us”, and “Our” mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, except in Arizona, Florida, Oklahoma and Wisconsin, where it is **Service Saver, Incorporated, 175 West Jackson Blvd, Chicago, Illinois, 60604**, or in Texas, where it is **National Product Care Company dba Texas National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**. In addition, when in bold certain words and phrases are defined as follows:

**Agreement** means this document. It describes the terms, conditions, and exclusions (losses We do not cover) that apply.

**Breakdown** means a mechanical failure of the covered component or appliance to perform its fundamental operation(s) in normal service.

### A. COVERAGE

During the term of coverage, subject to the terms and conditions of this **Agreement**, We agree, in the event of a covered **Breakdown**, to arrange for a service provider to repair or replace the appliances indicated as covered and located at the address listed on the Declaration Page.

**Certain items, events, and losses are not covered by this Agreement. Please refer to the exclusions listed in SECTION E of this Agreement.**

**Coverage is subject to a service call deductible (indicated on the Declaration Page), the limitations as specified on the Declaration Page and conditions as specified in this Agreement. In the event You fail or refuse to pay the repairer or Us such deductible or other amounts due, no additional claims will be honored until such amounts are paid.**

### B. COVERAGE PERIOD

Coverage under this **Agreement** is only valid after Our acceptance and receipt of full payment.

Coverage begins thirty (30) days after Your request for coverage and continues for the **Agreement** Term indicated on the Declaration Page. In the event You cancel Your Agreement after the first thirty (30) days from the purchase date and have not incurred any claims, You may, within fifteen (15) days from the cancellation date, purchase a new agreement and not be subject to the thirty (30) day waiting period.

For renewals coverage is effective on the day following the expiration date of the previous **Agreement** and continues for the **Agreement** Term indicated on the Declaration Page.

### C. YOUR RESPONSIBILITIES REGARDING SERVICE

**We will not pay for any services performed without Our prior approval. Notice of any Breakdown must be given to Us immediately upon discovery and during the coverage period.**

1. When repair is required, You are to telephone Us at 1-800-999-1180. We will accept calls 24-hours a day, 7 days a week. You or the service provider will receive an authorization number for each **Breakdown**. Meaningful service will be initiated within 72 hours and completed as soon as reasonably possible. Service will be scheduled during normal business hours. You may be responsible for additional costs for any non-emergency service performed outside of normal business hours, i.e. overtime charges.
2. **At Our discretion, a Breakdown may be remedied by repair or replacement.** Repair or replacement shall be performed by a service provider who provides a written parts and labor guarantee of not less than sixty (60) days for covered repairs.
3. You are obligated to provide information relating to the cause and nature of any **Breakdown**. This information may include estimates, copies of inspection reports, or other supporting information. If asked, You must sign forms needed for Us to provide service under this **Agreement**. In all cases, You must take every precaution to protect the covered property until the necessary repair or replacement is authorized by Us and the work is completed.
4. Misrepresentation or any attempt to defraud Us, including collusion between You and the service provider, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.
5. You are responsible for the payment of the deductible (or actual cost of service, whichever is less) for the covered **Breakdown**. This payment must be made to the service provider prior to completion of any work performed.
6. If the service work performed under this **Agreement** fails within a sixty (60) day period, and it was performed by a service provider chosen by Us, We will arrange for the necessary repairs without an additional deductible requirement even after **Agreement** expiration.

7. We reserve the right to obtain a second opinion or have an inspection performed by a service provider of Our choosing on any repair or replacement.
8. Claim documentation and any correspondence can be sent to Us.
9. In the event You need to contact someone about this **Agreement** for any reason, please contact Us to make a claim or inquire about coverage.

#### D. PAYMENT OF CLAIMS

When possible, payment arrangements will be made with the service provider prior to completion of the work. In some cases, You may be required to pay for the repair or replacement of the covered item, in which case, We will reimburse You, less applicable deductibles, when We receive Your paid invoice(s).

**You must report all Breakdowns to Us. Unauthorized charges will not be reimbursed.**

#### E. EXCLUSIONS

**Performance of a Home Inspection does not preclude application of any of the following EXCLUSIONS.**

**We are not responsible for:**

1. **Repair or replacement if the Breakdown is caused by any of the following:**
  - a) **The alteration, modification, addition to, or deletion from the covered property.**
  - b) **Negligence, misuse, abuse or use not intended by the manufacturer; improper service or maintenance by a service provider.**
  - c) **The addition to existing loads in greater quantities or capacities than the original design, or gradual reduction in performance due to wear and tear where no failure has occurred.**
  - d) **Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, chemical, sedimentary or mineral build up, mold, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, or accident.**
  - e) **Lack of capacity, adequacy, efficiency, design or improper installation of any component or appliance.**
  - f) **Failure to provide customary maintenance as specified by the equipment manufacturer, missing parts, structural changes, or electrical failure, or power surge.**
2. **Any and all costs associated with a repair visit, if it is determined that coverage under this Agreement does not apply, or no covered Breakdown is discovered. You are responsible for the cost of the entire repair visit (including any and all costs associated with gaining access to equipment).**
3. **Failure to provide service due to conditions beyond Our control, including but not limited to, delays in obtaining parts or equipment or labor difficulties.**
4. **Obstructed access to covered equipment. Obstructed access includes but is not limited to expenses to open or close walls, floors and ceilings, including removal and replacing tile, linoleum, wood, carpeting, paneling, stucco, cabinets, other appliances, wall mountings, decorations, trim, wall paper or anything else blocking the access point of the covered equipment.**  
**We will provide access through unobstructed walls, ceilings, and floors only, and will return the access point to a rough finish. Rough finish is defined as covering the access point with wallboard, plaster, or plywood. This does not include paint, tile, linoleum, wood (excluding plywood), carpet, panel, or stucco.**
5. **Expenses related to hauling away equipment or other disposal costs.**
6. **Repair or replacement of any cosmetic defects, or performance of routine maintenance.**
7. **Secondary or consequential damages resulting from the Breakdown of any covered or non-covered item.**
8. **Any decorating, or secondary or consequential repairs or replacements made necessary by the provision of Our services.**
9. **Repairs or replacements caused by pre-existing defects or deficiencies, including but not limited to covered items with latent manufacturer's defects.**
10. **Repairs or replacements performed without Our prior authorization.**
11. **Repairs or replacements arising from manufacturer's recalls, defects, or class action suits.**
12. **Repairs or replacements of covered items otherwise covered under any other type of manufacturer warranty, service contract, or insurance Agreement.**
13. **Repairs or replacements of appliance(s) classified by the manufacturer as commercial.**
14. **Electronic, computerized or energy management devices, including programmable thermostats, low-voltage wiring and relays, or lighting.**
15. **Any costs associated with treatment, removal, recovery, disposal, transport or storage of any known or suspected toxic or hazardous substance/material. Repairs where there is environmental contamination or if such repairs would cause contamination. Any costs associated with freon recovery or the disposal of refrigerants or contaminants.**
16. **Unless specified otherwise in this Agreement, correcting or upgrading any parts or equipment in order to comply with any federal, state or local laws, code violation, regulations, efficiency requirements, or ordinances or utility regulations. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.**
17. **Appliance recessed in the foundation or exterior walls that are exposed to the outside conditions.**
18. **Access to a covered appliance through an exterior wall. This Agreement covers interior access only.**
19. **Repairs or replacements when the condition of cabinetry prohibits necessary repairs to components of any covered item, Our obligation is limited to the cost of repair to covered components only. We are not responsible for any cabinetwork relating to appliance repair or replacement**

20. Repairs to appliances in Mobile Homes not installed on a permanent foundation.
21. Residential property that is used for commercial, business, or care purposes, including but not limited to: day care centers, fraternity/sorority houses, nursing, or special care homes or facilities.
22. Appliance not located within the perimeter of the main foundation or the attached garage at the covered address, unless otherwise specified in Section I - "Equipment Eligible for Coverage."
23. Appliance not properly installed and maintained and fully operational at the start of this Agreement.
24. Repairs or replacements to appliances within a vacant property (including vacation property) if all utilities were not in service throughout the coverage period and for the ninety (90) days preceding the coverage period. If the appliance is turned off prior to the effective date, it will be covered only if a home inspection was performed, indicating it is "in working condition". The inspection report must be submitted when a claim is initiated, if requested.
25. Any Breakdown caused by (a) rust or corrosion.
26. Upgrades or the cost of construction, carpentry, or other modifications made necessary by removing existing equipment or installing different equipment.
27. You are responsible for corrections that are necessary as a condition for service, and coverage under this Agreement will not be provided until such corrections are made.

## F. LIMITS OF LIABILITY

1. Coverage for access, diagnosis and repair or replacement for each appliance as listed on the Declaration Page.

## G. COVERAGE DESCRIPTION

Only appliances that are indicated on the Declaration Page are covered.

1. **BUILT-IN MICROWAVE OVEN**  
**COVERED:** All components and parts, except as noted as NOT COVERED.  
**NOT COVERED:** Interior linings • door glass • light bulbs • clocks • shelves • portable or counter-top units • meat probe assemblies • rotisseries.
2. **CLOTHES WASHER AND DRYER**
  - a) **CLOTHES WASHER**  
**COVERED:** All components and parts, except as noted as NOT COVERED.  
**NOT COVERED:** Plastic mini-tubs • soap dispensers • filter screens • knobs and dials • damage to clothing.
  - b) **CLOTHES DRYER**  
**COVERED:** All components and parts, except as noted as NOT COVERED.  
**NOT COVERED:** Venting • lint screens • knobs and dials • damage to clothing.
3. **DISHWASHER (Built-in or Portable)**  
**COVERED:** All components and parts, except as noted as NOT COVERED.  
**NOT COVERED:** Racks • basket(s) • rollers.
4. **KITCHEN REFRIGERATOR AND ICE MAKER**  
**COVERED:** All components and parts of the refrigerator including integral freezer or ice maker except as noted as NOT COVERED.  
**NOT COVERED:** Racks • shelves • beverage dispensers and their respective equipment • interior thermal shells • freezers which are not an integral part of the refrigerator • food spoilage • light bulbs.
5. **RANGE/OVEN/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)**  
**COVERED:** All components and parts, except as noted as NOT COVERED.  
**NOT COVERED:** Clocks or light bulbs (unless they effect the function of the oven) • meat probe assemblies • rotisseries • racks • handles • knobs • sensi-heat burners will only be replaced with standard burners

## H. GENERAL PROVISIONS

1. **Cancellation:**  
You may cancel this Agreement for any reason at any time. To cancel Your Agreement, please contact the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund. If you cancel Your Agreement after thirty (30) days of receipt, 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 thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.
2. **Renewal:**  
This Agreement is renewable at Our option. If We choose to renew Your Agreement, You will be offered the terms, conditions and rates that are currently in effect in Your state.
3. **Territories:**  
The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories such as Guam, Puerto Rico, or U.S. Virgin Islands.
4. **Non-Original Manufacturer Parts:**  
We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality.

**5. Dispute Resolution - Arbitration:**

This **Agreement** requires binding arbitration if there is an unresolved dispute between You and Us concerning this **Agreement** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **Agreement** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Agreement**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

**6. 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.

**7. Entire Agreement:**

This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206.

**8. Transferability:**

This agreement is transferable by the original purchaser for the balance of the original extended protection period. The transfer of the Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

<b>I. STATE AMENDMENTS</b>
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**1.) In Arizona:**

In Section (E.) Exclusion #9 is removed. The following statement is added to Section (H.) General Provisions #5: Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548. The following statement is added to Section (H.) General Provisions #1: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (21) below.

**2.) In Arkansas:**

The following statement is added to Section (H.) General Provisions #7: If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. See also (20) and (21) below.

**3.) In California:**

The following statement is added to Section (H.) General Provisions #5: This 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, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Section (H.) General Provisions #1 is amended as follows: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, you shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made.

**4.) In Connecticut:**

The following statement is added to Section (H.) General Provisions #5: The State of Connecticut has established an arbitration process to settle disputes arising from service Agreements. If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair and a copy of this Agreement. The following statement is added to Section (H.) General Provisions #1 of this Agreement: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. The following statement is added to Section (H.) General Provisions #7: The term of this Agreement will be automatically extended for the period during which the Product is in the custody of a service center for repair. See also (21) below.

#### 5.) In Florida:

The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation. Section (H.) General Provisions #5 is removed. Section (H.) General Provisions #1 is amended as follows: If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.

#### 6.) In Georgia:

In Section (E.) Exclusion #9 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 product sold refurbished, used, damaged, "as-is" including but not limited to floor models, demonstration models, etc." Section (H.) General Provisions #5 is removed. Section (H.) General Provisions #1 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. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. 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. If We cancel this Agreement, 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. In Section (B.) Coverage Period, the following statements are amended as follows: Coverage begins thirty (30) days after Your request for coverage and continues for the Agreement Term indicated on the Declaration Page. In the event You cancel Your Agreement after the first thirty (30) days from the purchase date and have not incurred any claims, You may, within fifteen (15) days from the cancellation date, purchase a new agreement and not be subject to the thirty (30) day waiting period. See also (21) below.

#### 7.) In Michigan:

The following statement is added to Section (B.): 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.

#### 8.) In Missouri:

A claim submitted to the insurer may include a claim for return of the unearned premium in the event of a cancellation. See also (20) and (21) below.

#### 9.) In Nevada:

The following statement is added to Section (H.) General Provisions #5: The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section (H.) General Provisions #1 is replaced with the following:

You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If You cancel this Agreement within twenty (20) days after Your receipt of this Agreement and You have not made a claim under this Agreement, You are entitled to a full refund of the Total Price as specified on Your Certificate of this Agreement. If You cancel this Agreement any time after twenty (20) days after Your receipt of this Agreement or if You cancel this Agreement and have made a claim at any time under this Agreement, You are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price as specified on the Information Page for this Agreement. We may cancel this Agreement for any reason within seventy (70) days after Your receipt of this Agreement. We may cancel this Agreement thereafter only if:

- You fail to pay an amount when due;
- You are convicted of a crime that results in additional service under this Agreement;
- It is discovered that You committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
- It is discovered that You engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If We cancel this Agreement as provided above, We will send You written notice at the address indicated in Our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date We send You the notice of cancellation. In addition, You will be entitled to a refund of the unearned premium calculated on a pro rata basis. If We fail to deliver to You within forty-five (45) days any unearned premium to which You are entitled as provided above, You will be entitled to an additional amount equal to 10% of the Total Price as specified on the Information Page for this Agreement for every thirty (30) days such refund is delayed beyond the 45-day period.

Statement #4 in Section (C.) Your Responsibilities Regarding Service is deleted and replaced with the following: 4. Material misrepresentation by You or any attempt by You to defraud Us, including collusion between You and the service provider, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law. The following statement is deleted from Section (A.) Coverage: In the event You fail or refuse to pay the repairer or Us such deductible or other amounts due, no additional claims will be honored until such amounts are paid. It is replaced with the following statement: In the event You fail or refuse to pay the repairer or Us such deductible or other amounts due, We can cancel this Agreement with at least 15 days' prior notice of cancellation to You. Such cancellation shall be effective unless You pay the amounts due prior to the effective date of cancellation listed on the notice. We will continue to honor any additional claims until cancellation of this Agreement is effective. In Section (B.) Coverage Period, the following statements are amended as follows: **COVERAGE BEGINS THIRTY (30) DAYS AFTER YOUR REQUEST FOR COVERAGE AND CONTINUES FOR THE AGREEMENT TERM INDICATED ON THE DECLARATION PAGE. IN THE EVENT YOU CANCEL YOUR AGREEMENT AFTER THE FIRST THIRTY (30) DAYS FROM THE PURCHASE DATE**

**AND HAVE NOT INCURRED ANY CLAIMS, YOU MAY, WITHIN FIFTEEN (15) DAYS FROM THE CANCELLATION DATE, PURCHASE A NEW AGREEMENT AND NOT BE SUBJECT TO THE THIRTY (30) DAY WAITING PERIOD.** See also (20) and (21) below.

**10.) In New Hampshire:**

The following statement is added to Section (H.) General Provisions #7: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261. See also (21) below.

**11.) In New Mexico:**

Section (H.) General Provisions #1 is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel 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 increase the service required under this Agreement. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within sixty (60) days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund.

**12.) In North Carolina:**

The following statement is added to Section (H.) General Provisions #1: 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 following statement is added to Section (H.) General Provisions #7: You understand that the purchase of this Agreement is not required to purchase or, to obtain financing for, the Covered Product. See also (21) below.

**13.) In Oklahoma:**

The following statement is removed from Section (H.) General Provisions #5: The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section (H.) General Provisions #1, is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium, less ten percent (10%) of the unearned pro-rata premium or twenty-five dollars (\$25.00), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. The following statement is added to Section (H.) General Provisions #7: NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Obligations of the Obligor under this Agreement are insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois, 60604, (800) 209-6206. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. The following statement is added to Section (H.) General Provisions #5: The Arbitration Provision section of this CONTRACT is amended to include the following: 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.

**14.) In Oregon:**

Section (H.) General Provisions #5 is removed. See also (21) below.

**15.) In South Carolina:**

The following statement is added to Section (H.) General Provisions #7: 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. See also (20) and (21) below.

**16.) In Texas:**

The following statement is added to Section (H.) General Provisions #1: If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section (H.) General Provisions #7: 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. See also (21) below.

**17.) In Utah:**

Section (H.) General Provisions #5 is removed and replaced with: 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, 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. The laws of the state of Utah (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section (H.) General Provisions #1 is amended as follows: We can cancel the 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 the Agreement during such time period for nonpayment 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 the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (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. The following statement is added to Section (H.) General Provisions #7: 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. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. See also (21) below.

**18.) In Washington:**

Section "Key Terms" is amended as follows: Throughout this document, "You" and "Your" refers to the **Agreement** Holder listed on the Declaration Page. "Obligor", "Administrator", "We", "Us", and "Our" mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, except in Arizona, Florida, Oklahoma and Wisconsin, where it is **Service Saver, Incorporated, 175 West Jackson Blvd, Chicago, Illinois, 60604**, or in Texas, where it is **National Product Care Company dba Texas National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, or in Washington, where it is **ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago, IL. 60604**. In addition, when in bold certain words and phrases are defined as follows: **Agreement** means this document. It describes the terms, conditions, and exclusions (losses We do not cover) that apply. **Breakdown** means a mechanical failure of the covered component or appliance to perform its fundamental operation(s) in normal. "Entire Agreement" Section H.7 is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." The following statement is added to "Dispute Resolution – Arbitration" Section H.5: "In Washington any binding arbitration will be held at a location closest to Your permanent residence." See also (21) below.

**19.) In Wisconsin:**

In Section (E.) Exclusion #10 is removed. The following statement is added to Section (H.) General Provisions #6: The Agreement holder will be made whole before We may retain any amount We may recover. The following statement is added to Section (H.) General Provisions #5: No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void. The following statement is added to Section (H.) General Provisions #1: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. The following statement is added to Section (H.) General Provisions #7: **This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance.** 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. See also (21) below. In the "Dispute Resolution – Arbitration" section of this Agreement, any reference to "Illinois" is replaced with "Wisconsin".

**20.) In Wyoming:**

The following statement is added to Section (H.) General Provisions #5: Arbitration can only be final and binding if agreed to by the parties involved and in a separate written Agreement. See also (20) and (21) below.

**21.) In Alabama, Arkansas, Hawaii, Maryland, Maine, Minnesota, Missouri, Nevada, New York, South Carolina, Washington & Wyoming:**

The following statement is added to Section (H.) General Provisions #1: If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund.

**22.) In Alabama, Arizona, Arkansas, Connecticut, Georgia, Hawaii, Illinois, Kentucky, Minnesota, Missouri, Montana, New Hampshire, Nevada, New York, North Carolina, Ohio, Oregon, South Carolina, Texas, Utah, Wisconsin and Wyoming:**

Section (H.) General Provisions #7 is deleted in its entirety and replaced with the following: This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim may be submitted to Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.