

# Pure Balance - 5 Year Protection Essentials - RG04.02

## Terms and Conditions

**1. DEFINITIONS:** Throughout this Service Contract ("Plan") the words (1) "you" and "your" refer to the purchaser of this Plan as shown on the invoice and/or cash register receipt including the Lessee, if the product was acquired under a rental or lease-purchase transaction (collectively, RTO Transaction); (2) "we", "us", "our" refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) "product" refers to furniture sold and used for residential purposes (personal, family or household use) that is constructed of upholstered fabric, microfiber, coated fabrics, A & P leather, bonded leather, bycast leather, bicast leather, vinyl, wood, glass, laminates, metal, stone, and other hard surfaces that are purchased concurrently with this Plan; (4) "retailer" indicates the store or outlet where you purchased the product(s) and this Plan.

**2. PROVIDER:** The Provider of this Plan depends on the state in which you purchased the Plan. If you purchased this Plan in the following states, AL, AK, CA, CT, DE, DC, GA, IA, ID, IL, IN, KS, KY, LA, MD, MA, ME, MI, MN, MO, MS, MT, NE, ND, NH, NJ, NV, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WI, WV, the Provider of this Plan and the entity responsible for fulfilling the terms of this Plan is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401, receiving mail at P.O. Box 11355, West Palm Beach, Florida 33419. We reserve the right to transfer our obligations to another entity.

"We", "Us" and "Our" mean the company obligated under this Agreement, Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401, in all states except in Florida and Oklahoma, where it is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698 and in Arizona, Colorado, Hawaii, North Carolina, New Mexico, Virginia, Washington and Wyoming where it is 4warranty Corporation, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, Florida 32256 (800-867-2216);

"Administrator" means Palladio, LLC, 1700 Palm Beach Lakes Blvd, Suite 1100, West Palm Beach, FL 33401, (866) 213-6702;

If you want to make a claim or have questions about this Plan please call us at (866) 213-6702.

**3. AGREEMENT:** In return for your purchase of this Plan, we agree to provide the benefits stated herein during the term as described below. **THIS PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS PLAN AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.**

**4. FURNITURE COVERED BY THIS PLAN:** New Upholstered Fabric, Microfiber, Coated Fabric, A & P Leather, Bonded Leather, Bycast Leather, Bicast Leather, Vinyl, Wood, Glass, Laminates, Metal, Stone and other hard surface residential furniture ONLY. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of this Plan.

**5. COVERAGE:** Five (5) years from the date you take delivery of your new furniture; this Plan provides you coverage for stains and/or damage on Fabric, Microfiber, Coated Fabrics, A & P Leather, Bonded Leather, Bycast Leather, Bicast Leather, Vinyl, Wood, Glass, Laminates, Metal, Stone, and other hard surfaces resulting from:

**Accidental Stains or Damage:**

- All accidental stains attributed to a single occurrence (excluding accumulation defined as a gradual buildup of dirt, dust, body oils and perspiration)
- Accidental rips, tears, burns, and punctures
- Accidental scratch, gouge, chip, puncture or dent that penetrate the top coat of hard surface finish
- Water or Beverage Marks or Rings

**Structural Failures:**

- A structural or component failure due to a defect in materials and workmanship during normal residential use. Includes breakage of frames, glass, mirrors, mechanisms, welds, swivel bases, recliner handles and assembled joints and includes component mechanical and electrical failures such as defective motors, massagers, vibrating units and heaters
- Checking, cracking, bubbling or peeling of the coating of finish on hard surfaces
- Seam and stitching separation; zippers, buttons and tufted buttons
- Loss of silvering

This Plan will provide for the cleaning or repair of your covered product.

Upon receiving a claim covered by this Plan we may elect to:

1. Provide cleaning, repair advice and/or repair products to aid in stain removal or repair of the damage. If the stain or damage persists, you may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged product will be removed and returned at no cost to you, OR
2. If we are unable to repair your product, we may elect to replace the affected area. If the affected area cannot be replaced, then we may elect to have you select a new replacement piece in equal or lesser value to the original purchase price from the retailer from whom this Plan was purchased. This value excludes all taxes, delivery fees, and Plan purchase price or if a replacement selection is higher in value than the

original it is your responsibility to pay for the difference in value. If your replacement selection is lower in cost than your original product purchase price, no refund or credit shall be given under this Plan, OR

3. If we are unable to replace your product, or where the cost for repair may exceed the current retail replacement value of your covered product, or replacement is required and either, parts, matching fabric or matching leather needed for repair should become unavailable for your covered product, we may elect to pay you a cash settlement. Where your product was acquired under a RTO (Rent to Own) Transaction, any cash settlement will be made to the owner, which will be the lessor if you have not purchased the product. The amount of the cash settlement shall not exceed the lesser of: the current retail cost of a replacement product of like kind and quality, or the retail purchase price you paid for the original covered product. Payment of a cash settlement will fulfill this Plan in its entirety and will cancel and discharge all further obligations under this Plan, where allowed by law. The amount of the cash settlement is determined by us, which is based on the current replacement cost of the covered product and the age of the covered product. In the event your Plan covers more than one product that was sold as a set, coverage under the cash settlement option shall be limited to the individual damaged item within the set. However, if replacement or a cash settlement is provided for a product(s) that is a part of a matching set, coverage will still be in effect for the other matching pieces for the remainder of the coverage period. This Plan only covers the product(s) listed on sales receipt. **We will NOT replace matching pieces of product(s) that is/are not damaged or otherwise not eligible for coverage under this Plan (except for sectionals, dining table and chairs, when necessary).**
  - A. If we replace your covered product, the original product will become our property. You may be given the option of a full refund of your Plan purchase in lieu of cleaning, replacement, or reupholstering, should you decide to keep the original furniture in its present condition. Products that are replaced under this Plan are no longer covered by this Plan (this does not include other pieces covered under this plan that were not damaged). You may purchase another Plan for such replaced product(s) to cover those product(s) if the replaced product(s) is/are not a part of a matching set.
  - B. In the event you submit a covered claim for a stain or damage that we are unable to repair and the particular store where you originally purchased your Furniture has closed, changed ownership, or has stopped selling New Furniture since your purchase, this plan may be limited to service only or terminated and we will give you a pro rata refund of the original purchase price of this Plan which will complete your coverage under this Plan. Liability will be limited to a refund of the purchase price of this plan. Once a refund has been issued, all terms and conditions of the plan will be fulfilled and all future claims will be void.

**RTO TRANSACTIONS:** Where the product was initially acquired under a RTO Transaction, any cash settlement or refund will be paid to the owner of the product at the time the settlement is made. This will be the lessor if you have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any RTO Transaction except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the RTO Transaction and not the lessor.

**6. YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN: Proof of Purchase:** Each time that you request service as provided by this Plan, you must make available for inspection by the Provider a copy of this Plan, along with the original dated invoice and/or cash register receipt that clearly indicates your purchase of this Plan, and the product to be covered by this Plan. These documents will confirm your eligibility to receive service under this Plan. This Plan, together with your sales receipt or other proof of purchase of the product(s), shall collectively constitute the entire Plan relating to your coverage. Your sales receipt describes the covered Product(s) and the duration of the Plan. This Plan is not a maintenance or cleaning contract. In order to receive coverage under this Plan, you must have maintained your product as recommended by the manufacturer or using our approved recommended product(s). Any variation from the manufacturer's or our recommended maintenance plan may cause your claim to be denied.

**7. IF YOU NEED SERVICE:** You may file a claim with the UNITERs APP, 24 hours a day the UNITERs APP is available at Apple and Android for mobile devices, or to file a claim online, 24 hours a day, please visit our website at [www.uniter.com](http://www.uniter.com), or you may call the UNITERs Service Center at (866) 213-6702, Monday - Friday, 8:00 am - 9:00 pm and Saturday from 9:00 am - 5:00 pm — EST. within Thirty (30) days from the date you discovered the stain or damage. Claims submitted after the expiration date or outside of the reporting time period of your Plan will not be accepted. In-home service will be provided on your product. Repairs will be performed at your residence. Some products may need to be removed from your home to be serviced. An adult (of legal age) must be present at your home when the on-site service is performed.

**8. DELAYS:** We will exercise reasonable efforts in providing service under this Plan, but neither we nor the retailer shall be liable for any damage arising out of delays; and in no event shall we or the retailer be liable for consequential damage. In the event your repair requires more than thirty (30) days to complete, the expiration date of your Plan will be extended by the total number of days, in excess of thirty (30) days, that were required to complete the repair.

**9. PARTS:** Materials furnished as replacements for parts will be drawn from the original manufacturer, the retailer or the service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by our Plan during the remainder of the term of coverage.

**10. MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer is responsible for product(s) and service covered under its warranty. If you should call for service on a product covered under the manufacturer's warranty, we will refer your call to the manufacturer.

**11. WHAT IS NOT COVERED: Anything not specifically listed in the "COVERAGE" section of this Service Plan is excluded. Service or replacement is limited to the damaged product(s) only. The total value of such replacement is limited up to the purchase price of your covered item(s) with a maximum of \$25,000.**

**This Plan coverage does not cover:**

- damage caused by improper cleaning methods or improper cleaning materials;
- damage caused by the application of topical treatments that damages the product(s);
- damage resulting from cleaning methods or products other than those recommended by us and/or the product manufacturer;
- secondary and/or collateral damage;
- damage caused by failure to comply with the manufacturer's warranty;
- any costs or damage from repair and/or cleaning by anyone without written authorization from us;
- damage caused by service, maintenance personnel or contractors;
- loss of resiliency;
- damage caused by transit, delivery, redelivery, product(s) being moved between residences or into or out of storage or movement, including damage caused by packing or unpacking of the covered product;
- damage to product by incontinence, mold or mildew; fading, color loss, discoloration;
- any manufacturer recall;
- windings, wrappings or bindings on rattan, bamboo, wicker furniture, nor coverage on rattan, bamboo, wicker or other furniture used outdoors;
- plastic ready to assemble product(s);
- inherent design defects including, but not limited to, natural inconsistencies in wood grains, wood stains, dust corrosion, "X" coded fabrics, non-colorfast fabric, delamination of microfiber;
- mattresses, except for futon covers and/or cushions;
- accumulation of dirt and debris and/or damages due to the failure to care for or the improper care of your product;

- wear and tear to fabrics and leathers, such as accumulated soiling from everyday use including body oil, hair oil, perspiration, darkened bodily contact areas;
- scratches, splitting, cracking and/or peeling of A & P leather, bycast leather, bicast leather, bonded leather, or coated fabrics;
- suede or nubuck leather;
- natural flaws, manufacturer's defects of leather or upholstery, odors, pet damage from teeth, beaks, or claws;
- products sold that are stained and/or damaged at the time of purchase;
- products used for commercial or institutional purposes, home day care, rental purposes (other than a RTO Transaction) or products sold "as-is" "pre-owned", rental (other than a RTO Transaction) or non-residential furniture;
- service, maintenance, repair, or replacement necessitated by any loss of use or stain or damage resulting from any cause other than normal usage, such as, but not limited to, loss of use or stains or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or stain or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, corrosion, appliance malfunction, insect infestation, damage or stains caused by war, terrorism, fire, flood, water damage, hurricanes, tornados, windstorm, hail, earthquake, smoke, or other heat source, exposure to the cold, theft, negligence, riot, or any other peril;
- Acts of God, special, indirect, incidental, or consequential damages whether in contract, tort, or negligence; preventive maintenance;
- claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product(s) from the manufacturer; initial installation, assembly or hookup of your product(s);
- removal and reinstallation, except as determined by us; any circumstances for any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the product(s);
- crushing, scratches of any type other than those expressly stated in the coverage section, unreasonably excessive loads leading to breakage of structural components;
- products no longer in your possession;
- failures that occur outside of the 50 states of the United States of America and the District of Columbia.

**12. WHAT YOU MUST DO:** You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer's owner's manual. Should your covered product become stained or damaged, you must submit a claim for coverage within Thirty (30) days from the date you discovered the stain or damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product(s) is your responsibility.

**13. RENEWALS:** This Plan is not renewable.

**14. TRANSFER:** This Plan is not transferable.

**15. IMPORTANT INFORMATION:** If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. A failure to exercise rights by us does not waive those rights. We do not assume responsibility for statements, stains, or damage by technicians, or any other person or entity not authorized by the Plan Provider. Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

**16. OUR OBLIGATIONS** UNDER THIS PLAN ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE AND WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. Fraud results in higher costs to the consumer and is illegal. It is our policy to deny service and/or prosecute individuals that submit fraudulent claims.

**17. CANCELLATION:** You may cancel this Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Plan to the Provider at, P.O. Box 11355, West Palm Beach, FL 33419, (866) 213-6702. If you cancel this Plan within the first 30 days after receipt of this Plan and have not made a claim, you will receive a full refund of the price of this Plan. If you cancel after the first 30 days from receipt of this Plan or at any time after we have paid a claim, You will receive a pro rata refund based on the period remaining on Your Plan, less an administrative fee, not to exceed 10% of the price of the Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

If we cancel, you shall be refunded the unearned pro rata purchase price of this Plan, less any claims paid. We may not cancel this Plan except for a) fraud, b) material misrepresentation by you, c) nonpayment by you, d) for violation of any of the terms and conditions of the Plan, and e) if required to do so by any regulatory authority. If this Plan was inadvertently sold to you on a product, which was not intended to be covered by this Plan, we will cancel this Plan and return the full purchase price of the Plan to you.

**18. DEDUCTIBLE:** There is no deductible payment required for the coverage described in this Plan.

**19. INSURANCE:** THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD, BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE,

FL 32256 (800) 888-2738, AND EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738 AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441 AND EXCEPT IN WASHINGTON WHERE OBLIGOR IS INSURED BY DEALERS ASSURANCE COMPANY, 240 N. FIFTH STREET, SUITE 350, COLUMBUS, OH 43215. 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.

**20. 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.**

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. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. 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](http://www.adr.org) or call



(800) 778-7879. If You initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time You initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If We initiate arbitration against You, We will pay Your filing fee and all costs associated with the arbitration. We shall bear the expense of Your reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of Your Claims to be frivolous, You shall bear all of Your own expenses, including all attorney's fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

**NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASSACTION 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 CLASSACTION 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 CLASSACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.**

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding Your waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision governs.

**YOU SHALL 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.**

This Plan is not a contract of insurance. The purchase of this Plan is not required to either purchase your product or to obtain financing.

The following state specific requirements are added to and become part of your Service Plan and supersede any other provision to the contrary:

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

**Arizona:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. Exclusions listed in the Plan apply once the 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:** 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 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 Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

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

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

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

except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.

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

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

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

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

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

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

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

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

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

**Nevada:** CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. ARBITRATION section of this Agreement is removed. This Agreement will not cover any unauthorized or non-manufacturer recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or nonmanufacturer recommended manner, Administrator will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement. WHAT IS NOT COVERED SECTION is revised as follows:

products sold that have pre-existing stains and/or damage at the time of purchase.

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

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

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

**Oregon:** The insurance fraud warning statement on page 1 is removed in its entirety. 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:** If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

**Texas:** If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: Palladio, LLC, 1700 Palm Beach Lakes Blvd, Suite 1100, West Palm Beach, FL 33401, (877) 778-2458 Lic # 255. CANCELLATION section is amended as follows: You, the Service Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider.

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

(1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Any matter in dispute between You and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. EMERGENCY SERVICE: If after 5pm Eastern Time, You are unable to reach the Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in your phone book or online. You are required to contact the Administrator on the next business day. Mail Your original repair bill along with the technician's report and a copy of the Agreement to the Administrator. All coverage and exclusions in this Agreement will apply.

**Washington:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned 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 insurer. EMERGENCY SERVICE: If after 5pm Eastern Time, You are unable to reach the Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in your phone book or online. You are required to contact the Administrator on the next business day. Mail Your original repair bill along with the technician's report and a copy of the Agreement to the Administrator. All coverage and exclusions in this Agreement will apply.

**Wisconsin:** ARBITRATION section of this Agreement is removed. CANCELLATION section is amended as follows: If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER. If You cancel within thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Administrator should the Selling Retailer not be available. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator becomes insolvent or otherwise financially impaired, You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service.

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