



Administrator: TruCare Protection, Inc.
P.O. Box 50772
Henderson, NV 89016
888-699-2TRU

EXTENDED SERVICE AGREEMENT - FURNITURE
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully. It describes the protection **You** will receive in return for payment by **You**. **You** must keep this **Agreement**, **Your** sales invoice and receipt for the 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**, or **Your** sales receipt or invoice to determine the term of this **Agreement** and if there is a deductible required to obtain service.

NOTICE: THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING.

1. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our":** The company obligated under this **Agreement** is Lexington National Warranty Services, LLC located at 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030.
- (2) **"You" and "Your":** The purchaser of the **Covered Product(s)** and any authorized transferee/assignee of the purchaser.
- (3) **"Administrator":** TruCare Protection, Inc., P.O. Box 50772, Henderson, NV 89016
- (4) **"Selling Retailer":** The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Accidental Damage from Handling"** is defined as a single, unexpected, sudden, and unintentional event that occurs with handling or use of the product as it is intended to be used and does not include accumulated damage from continual or multiple events.
- (6) **"Service Agreement" or "Agreement"** This Agreement together with the Declaration page attached, and the State-Specific Terms and Conditions identified below.
- (7) **"Covered Product":** The consumer product that **You** purchased concurrently with and is covered by this **Agreement** and which is identified on your Receipt.
- (8) **Agreement Purchase Price:** The amount you paid for the purchase of this Agreement as reflected on your Receipt applicable to the purchase of the **Covered Product**.
- (9) **Breakdown:** The inability of the **Covered Product** or part thereof, under normal service and usage of the **Covered Product**, to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as "wear and tear," will be considered a **Breakdown** when the wear has exceeded the manufacturer's published tolerances. Please refer to the provisions under the **EXCLUSIONS** section for a listing of conditions under which the failure of a **Covered Product** is not considered a **Breakdown**.

2. FURNITURE PROTECTION PLAN

- a. **COVERAGE:** Effective upon date of delivery of the **Covered Product** and continuing for the period of time indicated on the Declarations Page of this Agreement, **Your** sales receipt or invoice, **We** will repair or replace, at our discretion, **Your Covered Product** if there is a mechanical or electrical failure resulting in a Breakdown. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.** **We** will also repair damage resulting from **Accidental Damage from Handling** including stains to area rugs, fabric, vinyl, or leather as a result of normal spills from food and beverage and human or pet biological stains, ball point pen ink and nail polish. Parts will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing **Your Covered Product**. If the **Covered Product** cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the Covered Product will be replaced as determined by **Us** with a product with similar features.

ELIGIBLE PRODUCTS

1. Fabric Furniture
2. Area Rugs
3. Leather, Vinyl & Nubuck Furniture
4. Mattresses
5. Wood, Mirrors & Other Hard Surfaces (includes metal, glass, laminate, stone)
6. Outdoor Furniture

WHAT IS COVERED

1. Frames & Adjustable Bed Frames
2. Springs
3. Mechanisms (Sleeper, Reclining, Inclining, Heating & Vibrating, Umbrella)
4. Stains or damage resulting from **Accidental Damage from Handling** such as spills food, beverage, cosmetics, lotion, nail polish, nail polish remover, bleach, glue, grease, oil, suntan oil, paint, ball point pen, marker, crayon, gum, tar, wax, ink, dye, grass, mud, shoe polish, human & pet bodily fluids, Burns, Puncture, Rip, Tear or Cut, Breakage, Liquid Ring or Mark, Heat Mark, Scratch, Gouge or Chip (Wood & Hard Surfaces Only), Checking, Cracking Bubbling or Peeling of Finish (Wood & Hard Surfaces Only)
5. Loss of Silvering (Mirrors Only)
6. Breakage of Welds (Outdoor Furniture Only)

INELIGIBLE PRODUCTS

1. Furniture sold without a manufacturer's warranty, less than an original ninety (90) day manufacturer part and labor warranty, floor, or demonstration models, "as is" or with pre-existing conditions, stains, or damage prior to delivery.
2. Customer's Own Material furniture
3. Wicker, Rattan & Teakwood furniture
4. Furniture used for commercial, institutional, or rental purposes.
5. Massage Chairs

WHAT IS NOT COVERED

1. **Odors**
2. **Stains or damage to suede, split-grain leather hide or exotic leathers**
3. **Stains or damage to "X" cleaning code fabrics or non-colorfast fabrics and leathers**
4. **Maintenance, preventive maintenance, cleaning, periodic checkups, pre-existing conditions**
5. **Stains or damage caused by or resulting in mold or mildew.**
6. **Furniture that shows signs of infestation**
7. **Stains or damage caused by neglect, misuse, improper care, theft, abuse, physical force, intentional activities.**
8. **Stains or damage caused by animals (except for bodily fluids). Incontinence and repetitive bodily fluid stains are not eligible.**
9. **Manufacturer quality issues such as stress tears, fabric flaws, fading, color loss or change, loss of foam or resiliency or spring resiliency, cracking and peeling of leather or vinyl, natural leather markings, and defects in design and workmanship.**
10. **Stains or damage that occur during assembly, delivery, installation, before furniture is delivered to your residence, while the furniture is located outside of your residence, while the furniture is in storage or being moved to or from storage or between residences.**
11. **Excess Wear & Tear caused by repeated use such as scuffing, soiling, hair/body oil, perspiration, surface abrasions, pilling or fraying of fabric, loose joints.**
12. **Stains or damage covered under any manufacturer warranty, recall, homeowner, renter, or other insurance policy.**
13. **Stains or damage caused by structural problems, appliance malfunctions, Acts of God or natural disasters, theft, vandalism, or illegal activity.**
14. **Stains or damage caused by independent contractors.**

- b. **LIMIT OF LIABILITY:** Our limit of liability for Your Covered Product under the Furniture Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of similar features. In no event will our total liability for repairs and/ or replacement exceed Your purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery, and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.
- c. **NO LEMON POLICY:** This Agreement provides that following the expiration of the manufacturer warranty term, and subject to Our Limit of Liability, after three (3) service repairs have been completed for the same problem on an individual product that requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance or pay You the remaining Limit of Liability. If We replace Your Covered Product, there is no longer any obligation for the replaced product under this Agreement.
- d. **HOW TO GET SERVICE:** You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at 888-699-2878 or go online to www.trucareprotection.com. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may 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. For a Covered Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge. **EMERGENCY SERVICE:** If you are unable to reach Administrator and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail 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.
- e. **SERVICE DELIVERABLES:** You will receive service on Your Covered Product as described below:
 - i. **In-Home/On-Site:** Service will be performed in Your home or On-Site as indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice provided You have fulfilled the following provisions: (1) accessibility to the product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Covered Product. In-Home Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays. The authorized service center may opt to remove the Covered Product to perform service in-shop Your Covered Product will be returned upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement and are Your responsibility.
 - ii. **POWER SURGE PROTECTION:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If Your Covered Product is damaged because of a power surge, We will service Your Covered Product in accordance with the terms herein.

3. ADDITIONAL EXCLUSIONS

- a. Parts or repairs on items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; Damage from introduction of foreign objects into the Covered Product; Unauthorized modifications or alterations to a Covered Product; Failure to follow the manufacturer's instructions; 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; Loss or damage caused by invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion; 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; Failures that occur outside of the 50 states of the United States of America and the District of Columbia; Unauthorized repairs and/or parts; Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; Accessories used in conjunction with a Covered Product including remote controls; Any other loss other than a covered breakdown; Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of this Agreement.

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

4. CONDITIONS

- a. **Renewal:** This Agreement may be renewed at Our discretion.
- b. **Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing, 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 TruCare Protection, Inc. The manufacturer's warranty may not be transferrable. This Agreement does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
- c. **Territories:** The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- d. **Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- e. **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.

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 Administrator via certified mail within thirty 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 attorney's 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.

- f. **Cancellation:** You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You must return to the Selling Retailer for a full refund or to the Administrator should the Selling Retailer is no longer in business. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Administrator. If the Selling Retailer is no longer in business, and You will receive a pro-rata refund based on the time expired less a twenty-five-dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. Notice of such cancellation will be in writing, will provide the reason for such cancellation, and given at least thirty (30) days prior to cancellation. If We cancel, the refund will be calculated as one hundred percent (100%) of the unearned pro-rata of the Agreement Purchase Price.
- g. **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.

5. INSURANCE

- a. **THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY LEXINGTON NATIONAL INSURANCE CORPORATION, NAIC # 37940. IF WE FAIL TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS OR BY CALLING TOLL-FREE AT 888-888-2245.**

6. STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) 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 and Financial Institutions, Consumer Protection Division, (800) 325-2548.

Arkansas: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. Arbitration is both voluntary and non-binding in this state.

California: CANCELLATION section is amended as follows: CANCELLATION section is amended as follows. **If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement You must return to the Selling Retailer or to the Administrator should the Selling Retailer, not be available for a full refund. If You cancel after sixty (60) 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, and You will receive a pro-rata refund based on the time expired less a twenty-five-dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less).** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of 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.bhgs.dca.ca.gov.

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

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the Product or the Product is sold, lost, stolen, or destroyed. If this **Agreement** term is less than one year, it will not expire while the **Covered Product** is being repaired for a covered service.

District of Columbia: 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**.

Florida: The Obligor of this **Agreement** is **Lexington National Insurance Corporation, Florida License # 02979**, located at 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this **Agreement** is removed.

Georgia: 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. **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**. This **Agreement** is regulated by the Iowa Division of Insurance, 1963 Bell Avenue, Suite 100 Des Moines, IA 50315

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 forty-five (45) 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**. In emergency situations that immediately endangers 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** and the Insurance Commissioner 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. Any exclusion regarding unauthorized modifications is amended as follows: This Contract 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 non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this Contract 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 Contract. If **You** are not satisfied with the manner in which **We** are handling the claim, **You** may contact the Nevada Division of Insurance at (888) 872-3234. ARBITRATION section of this **Agreement** is removed.

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

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

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

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

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

Oklahoma: 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. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium. Arbitration does not preclude **Your** right to a judicial review. If **Agreement** by arbitration is not reached within three months from the date of the demand for arbitration, **You** retain the right to sue the tortfeasor.

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. 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, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. 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:** CARRIER INFORMATION 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** may Cancel this Contract within the first sixty (60) days for any reason. After the first sixty (60) days, **We** may only cancel this Contract for material misrepresentation, substantial change in the risk assumed, and substantial breaches of contractual duties, conditions or warranties. Regardless of when **We** cancel this Contract, at least ten (10) days' notice of such cancellation will be given before the cancellation takes effect if the reason is for non-payment; and a thirty (30) day notice will be given prior to the cancellation effective date, if **We** cancel for any other reason. 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.

Virginia: If any promise made in this **Agreement** 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 to file a complaint.

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.** 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 **Provider** 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 **Provider** 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.



Administrator: TruCare Protection, Inc.
P.O. Box 50772
Henderson, NV 89016
888-699-2TRU

MAJOR APPLIANCE 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 receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will 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 is Lexington National Warranty Services, LLC located at 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030.
- (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**": TruCare Protection, Inc., P.O. Box 50772, Henderson, NV 89016
- (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:**
 - **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, and combination units.
 - **Small Appliances**, such as coffee makers, blenders, food processors, mixers, toasters, pressure cookers, air fryers, deep fryers, mini fridges, rice cookers, slow cookers, roasters, juicers, popcorn machines, snow cone machines, waffle makers, hot plates, and vacuum sealers.
- (2) Products must have at least a ninety (90) day(s) valid manufacturer warranty in effect when this **Agreement** is purchased.
- (3) Product must be less than five (5)-years old at time of **Agreement** purchase.

III. REPLACEMENT PLAN

- (1) **TERM:** For an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt. For a Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered Product's** date of purchase or date of installation by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. A renewal service agreement is not available for the any type of Replacement Plan. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of a compensation check or **Selling Retailer** store credit to **You** in lieu of replacement of a **Covered Product**.
- (2) **COVERAGE:** We will replace the **Covered Product**, when required hereunder, due to a mechanical or electrical failure during the coverage period, including those experienced because of its 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). Failure of the **Covered Product** must be reported within thirty (30) days of the original failure date. The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the **Covered Product**, excluding sales tax, shipping, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. Any replacement product provided to **You** because of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product provided by the **Administrator**.
- (3) **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery, and handling costs.
- (4) **HOW TO REQUEST SERVICE:** Contact the **Administrator** and **You** will be advised on how to obtain a replacement product.
 - Call the toll-free number at 888-699-2878 or go online to www.trucareprotection.com
 - **You** may be required to provide the original sales receipt for a claim to be processed. **Covered Products** found to be non-defective will be returned to **You** at **Your** expense. **You** are responsible for all costs of postage, insurance, packaging, and shipping. Please make sure the **Covered Product** is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the **Covered Product** is damaged during shipping or handling.
- (5) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged because of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.

IIIB. PARTS & LABOR REPAIR PLAN

- (1) **TERM:** For a Parts & Labor Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. For the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty for the **Covered Product** 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 thirty (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 Appliances:** **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 are covered under this **Agreement**, when required, due to a covered mechanical or electrical failure as governed by the "Limit of Liability" section of this **Agreement**. **You** are entitled to request a product of the same color or finish as **Your** original **Covered Product** should replacement be required as determined by **Us**.
- (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 OR the cost of a replacement product of like kind or similar features OR actual cash value of the **Covered Product**, whichever is less. 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, 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 original purchase price of the **Covered Product**. 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 **888-699-2878**, or go online to www.truecareprotection.com. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, 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**. If **You** refuse service on a **Covered Product** after **We** have dispatched the authorized technician to **Your** location, **You** will be billed for that service'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:
 - In-Home/On-Site:** Service will be performed in **Your** home or on site as indicated on the Declarations Page of this **Agreement** provided **You** have fulfilled the responsibilities required under the section labeled, "YOUR RESPONSIBILITIES – IN-HOME SERVICE". In-home service will be provided by **Our** authorized, third-party service provider during regular business hours, local time, excluding holidays. **Our** authorized, third-party service provider may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product** will be returned upon completion. Additional time and mileage charge for in-home repairs outside of twenty-five (25) contiguous land miles OR the normal service radius of **Our** authorized, third-party service provider are not covered by this **Agreement** and are **Your** responsibility.

If an authorized service provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, governed by the terms in section "Customer Service Reimbursement". **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 – IN-HOME SERVICE:

 - i. Provide **Our** authorized service provider with accessibility to the **Covered Product**.
 - ii. Provide a non-threatening, non-hazardous and safe environment for **Our** authorized service provider.
 - iii. An adult over the age of eighteen (18) must be present for the period that **Our** authorized service provider is scheduled to provide service and while **Our** authorized provider is on **Your** property servicing the **Covered Product**.
 - Depot Service:** If depot service is included with **Your Agreement**, **We** will provide 3-way shipping to and from a depot service center of **Our** choice.
 - 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 **888-699-2878** 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@truecareprotection.com) **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, 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) **FOOD LOSS:** To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, (excluding wine coolers, ice-makers, and wine cellars) the failure of **Your** refrigerator or freezer must be due to a defect in the components of the appliance such as a mechanical or electrical failure, and not a power failure of any kind such as power surge. You will be reimbursed up to two hundred and fifty dollars (\$250) per qualifying event during the coverage period. To receive payment, the appliance must be repaired by an authorized service provider and the following must be submitted: a copy of the repair invoice, an itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase of the replaced food as indicated on the list of food lost prior to the repair of **Your Covered Product**. A list of lost food is required to be submitted to the **Administrator** within seventy-two (72) hours of the initial failure. The terms of food loss reimbursement are governed by the USDA Food Safety and Inspection Service guidelines and only covers items that are purchased in and require refrigeration. non-perishable items are not covered by this **Agreement**. Items listed on the USDA Food Safety and Inspection Service guidelines do not automatically qualify for reimbursement; items lost must require refrigeration to be eligible for reimbursement.
- (9) **COMMERCIAL PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for any use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this **Agreement** covers replacement parts and labor necessary to maintain the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Plan.
- (10) **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, covers the Major Component part and associated labor (if purchased) for five (5) years or ten (10) years from the date of purchase of the **Covered Product**. Major Component coverage, when purchased in conjunction with a major appliance comprehensive Parts & Labor Repair Plan, covers the Major Component part and associated labor (if purchased) for an additional five (5) years of coverage beginning upon the expiration of the comprehensive Parts & Labor Repair Plan. Major Component coverage is only for the Major Component parts and associated labor (if purchased) in the event of a mechanical or electrical failure of the major component and does not include trip charges, or any other parts that should fail. To file a major component claim, **You** must first contact the **Administrator** to obtain a service order. Once a service order is obtained, the unit can be repaired and the detailed service invoice submitted to the **Administrator** for reimbursement of the eligible and covered portions of the repair as referenced in the section titled "Customer Service Reimbursement". Major Components eligible for coverage are:

A/C: Compressor
Dehumidifier: Compressor
Refrigerator/Freezer: Compressor
Gas Cooktop/Range/Wall Oven: Spark/Igniter Module
Electric Cooktop/Range/Wall Oven: Heating Elements (including surface, bake & broil) Range
Hood: Ventilation Motor
Microwave: Magnetron Tube
Dishwasher: Motor
Clothes Dryer: Motor
Clothes Washer: Transmission Rotor/stator
Clothes Washer/Dryer Combo: Motor & Transmission
Wine Cooler: Compressor
Trash Compactor: Motor

- (11) **DELIVERY/INSTALLATION:** If **Your** original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this **Agreement**, and the **Covered Product** is deemed irreparable by the **Administrator**, if **You** receive a replacement product pursuant to these terms and conditions and it is necessary for **Us** to remove the **Covered Product** for it to be replaced, **We** will cover the normal removal and re-installation costs for **Your** replacement product not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, any kits, etc. that may be necessary to complete the installation.

IV.

WHAT IS NOT COVERED

(A) Products without a manufacturer's warranty; (B) 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, 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) Any product used in a commercial setting or rental basis unless **You** purchased a Commercial Plan; (K) 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; (L) Non-functional, cosmetic or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation,

setup, diagnostic charges, of the **Covered Product**, except as provided herein; (O) Accessories used in conjunction with a **Covered Product** including remote controls; (P) Any other loss other than a covered failure; (Q) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this **Agreement**; (R) Any failure or condition that results from abnormal usage of the **Covered Product**; (S) Coin mechanisms; (T) Failures that intensify as a result of negligence. (U) Any installed accessory item, e.g., gas or electric connectors; (V) 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; (W) Outdoor conversion kits not specifically sold with the **Covered Product** and recommended by the manufacturer.

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.

V. CONDITIONS

- A. Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call 855-879-6395 on or before the expiration date of this **Agreement**. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.
- 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 to the **Administrator** within 30 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 888-699-2878 or by email at info@trucareprotection.com. 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 no deductible 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.

- G. 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.

- H. **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 LEXINGTON NATIONAL INSURANCE CORPORATION, NAIC # 37940. IF WE FAIL TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS OR BY CALLING TOLL-FREE AT 888-888-2245.

STATE REQUIREMENTS AND DISCLOSURES

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

Alabama: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) 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 and Financial Institutions, Consumer Protection Division, (800) 325-2548.

Arkansas: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service **Agreement**. Arbitration is both voluntary and non-binding in this state.

California: CANCELLATION section is amended as follows: CANCELLATION section is amended as follows. **If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement You must return to the Selling Retailer or to the Administrator should the Selling Retailer, not be available for a full refund. If You cancel after sixty (60) 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, and You will receive a pro-rata refund based on the time expired less a twenty-five-dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less).** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service **Agreement**. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of 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.bhgs.dca.ca.gov.

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

Connecticut: If **You** purchased this **Agreement** in Connecticut, **You** may pursue arbitration to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the Product or the Product is sold, lost, stolen, or destroyed. If this **Agreement** term is less than one year, it will not expire while the **Covered Product** is being repaired for a covered service.

District of Columbia: 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**.

Florida: **The Obligor of this Agreement is Lexington National Insurance Corporation, Florida License # 02979, located at 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. ARBITRATION section of this Agreement is removed.**

Georgia: 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. **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**. This **Agreement** is regulated by the Iowa Division of Insurance, 1963 Bell Avenue, Suite 100 Des Moines, IA 50315

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 forty-five (45) 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**. In emergency situations that immediately endangers 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** and the Insurance Commissioner 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. Any exclusion regarding unauthorized modifications is amended as follows: This Contract 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 non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this Contract 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 Contract. If **You** are not satisfied with the manner in which **We** are handling the claim, **You** may contact the Nevada Division of Insurance at (888) 872-3234. ARBITRATION section of this **Agreement** is removed.

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

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

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

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

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

Oklahoma: 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. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium. Arbitration does not preclude **Your** right to a judicial review. If **Agreement** by arbitration is not reached within three months from the date of the demand for arbitration, **You** retain the right to sue the tortfeasor.

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. 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, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. 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:** CARRIER INFORMATION 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** may Cancel this Contract within the first sixty (60) days for any reason. After the first sixty (60) days, **We** may only cancel this Contract for material misrepresentation, substantial change in the risk assumed, and substantial breaches of contractual duties, conditions or warranties. Regardless of when **We** cancel this Contract, at least ten (10) days' notice of such cancellation will be given before the cancellation takes effect if the reason is for non-payment; and a thirty (30) day notice will be given prior to the cancellation effective date, if **We** cancel for any other reason. 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.

Virginia: If any promise made in this **Agreement** 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 to file a complaint.

Wisconsin: ARBITRATION section of this **Agreement** is removed. CANCELLATION section is amended as follows: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER.** 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 **Provider** 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 **Provider** 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.



Administrator: TruCare Protection, Inc.
P.O. Box 50772
Henderson, NV 89016
888-699-2TRU

ELECTRONICS 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 receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will 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, Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094
- (2) "**You**" and "**Your**": The original purchaser of the **Covered Product** or the owner of the product to whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) "**Administrator**": TruCare Protection, Inc., P.O. Box 50772, Henderson, NV 890916
- (4) "**Agreement**": this Agreement together with the Declaration page attached, and the State-Specific Terms and Conditions identified below.
- (5) "**Selling Retailer**": The entity selling the **Covered Product** and this **Agreement**.
- (6) "**Covered Product**": The consumer product that **You** purchased concurrently with and is covered by this **Agreement** and which is identified on your Receipt.
- (7) "**Agreement Purchase Price**": The amount you paid for the purchase of this Agreement as reflected on your Receipt applicable to the purchase of the **Covered Product**.
- (8) "**Breakdown**": The inability of the **Covered Product** or part thereof, under normal service and usage of the **Covered Product**, to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as "wear and tear," will be considered a **Breakdown** when the wear has exceeded the manufacturer's published tolerances. Please refer to the provisions under the **EXCLUSIONS** section for a listing of conditions under which the failure of a **Covered Product** is not considered a **Breakdown**.

II. ELIGIBILITY

- (1) The following products are eligible for coverage:
 - **Electronics**, such as televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, digital picture frames, DVD/VCR and BLU-RAY players, home theater systems, printers, projectors, telephones, media recorders, speakers, video players, and scanners.
 - **Video/Audio Equipment**, such as cameras, lenses, drones, action cameras, 360 cameras, lighting equipment, video cameras, microphones, mixers, audio interfaces, audio recorders, flashes, monolights, light reflectors, and headphones.
 - **Musical Instruments**, such as electric keyboards, pianos, acoustic guitars, electric guitars, ukuleles, banjos, string instruments, drums and drums sets, amplifiers, speaker cabinet, and loudspeakers.
- (2) Product must have at least a ninety days valid manufacturer warranty in effect when this **Agreement** is purchased.
- (3) Product must be less than five years old at time of purchase of this **Agreement**.

III A. REPLACEMENT PLAN

- (1) **TERM:** For an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt. For a Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered Product's** date of purchase or date of installation by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. [The **Covered Product** is eligible for coverage on the [31st] [91st] day following the date of purchase.] A renewal service agreement is not available for the any type of Replacement Plan. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of a compensation check or **Selling Retailer** store credit to **You** in lieu of replacement of a **Covered Product**.

- (2) **COVERAGE:** We will replace the **Covered Product**, when required hereunder, due to a **Breakdown** during the coverage period, including those experienced because of its 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). Failure of the **Covered Product** must be reported within thirty days of the original failure date. The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the **Covered Product**, excluding sales tax, shipping, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product provided by the **Administrator**.
- (3) **LIMIT OF LIABILITY:** The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE:** [Do not return the **Covered Product** to the **Selling Retailer** where **You** purchased the **Covered Product**.] Contact the **Administrator** and **You** will be advised on how to obtain a replacement product.
- Call the toll-free number at **888-699-2878** or go online to **trucaireprotection.com**.
 - **You** may be required to provide the original sales receipt in order for a claim to be processed. **Covered Products** found to be non-defective will be returned to **You** at **Your** expense. **You** are responsible for all costs of postage, insurance, packaging and shipping. Please make sure the **Covered Product** is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the **Covered Product** is damaged during shipping or handling.
- (5) **ACCIDENTAL DAMAGE IN HANDLING (“ADH”):** If purchased, the **Covered Product** is protected against accidental damage in handling such as drops and liquid spills. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit’s functionality, damage caused during shipment between **You** and **Our** service providers 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 an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this **Agreement**, the user at the time of damage must be **You** or the authorized transferee. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator** of this **Agreement**.
- (6) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (7) **COMMERCIAL ADD-ON PLAN:** For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** will provide coverage for the **Covered Product** that is used in a commercial setting in those cases where the manufacturer’s warranty is null and void. Coverage under this **Agreement** will begin from the product date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer’s warranty, coverage begins upon expiration of the shortest portion of the manufacturer’s or factory-refurbished parts and labor warranty. During the manufacturer’s warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage for appliance service agreements is not available for products under the Commercial Add-On Plan.]

III B. PARTS & LABOR REPAIR PLAN

- (1) **TERM:** For a Parts & Labor Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer’s warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. For the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer’s warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. [The **Covered Product** is eligible for coverage on the [91st] day following the date of purchase.]
- (2) **COVERAGE:** Parts for the **Covered Product** will be replaced in the event of a **Breakdown** with those of like kind and quality at **Our** sole discretion. **Administrator** may use new or remanufactured parts in repairing the **Covered Product**. Failure must be reported within thirty (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 **Administrator** 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, **Administrator** will replace the **Covered Product** as determined by **Administrator** with a product of like-kind, similar quality or features.
- A. **For Electronics:** **Administrator** will repair or replace the **Covered Product**, at its discretion, when required due to a **Breakdown**, 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] [are covered under this **Agreement**, when required, due to a covered **Breakdown** as governed by the “Limit of Liability” section of this **Agreement**.] **You** are entitled to request a product of the same color or finish as **Your** original **Covered Product** should replacement be required as determined by **Administrator**.
- B. **Accidental Damage in Handling “ADH”:** For ADH coverage, see section IIB(8) ACCIDENTAL DAMAGE IN HANDLING (“ADH”).
- (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 **Administrator**, 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 OR the cost of a replacement product of like kind or similar features OR actual cash value of the **Covered Product**, whichever is less. 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, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a twelve month period, as determined by **Administrator**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **Administrator** 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 original purchase price of the **Covered Product**. 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 **888-699-2878**, or go online to **www.trucareprotection.com**. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied. Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, 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**.

If **You** refuse service on a **Covered Product** after **Administrator** 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:

A. **In-Home/On-Site:** Service will be performed in **Your** home or on site as indicated on the Declarations Page of this **Agreement** provided **You** have fulfilled the responsibilities required under the section labeled, "YOUR RESPONSIBILITIES – IN HOME SERVICE". In-home service will be provided by **Our** authorized, third-party service provider during regular business hours, local time, excluding holidays. **Administrator's** authorized, third-party service provider may opt to remove the **Covered Product** to perform service in-shop. If the **Covered Product** requires in-shop repair, the shipping and/or transportation will be covered by this **Agreement**. The **Covered Product** will be returned, at **Our** cost, upon completion. Additional time and mileage charge for in-home repairs outside of twenty-five contiguous land miles OR the normal service radius of **Our** authorized, third-party service provider are not covered by this **Agreement** and are **Your** responsibility. For products of a reasonable size and weight, **You** may be required to carry the **Covered Product** to a local authorized service provider of **Administrator's** choice for repairs.

If an authorized service provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, as governed by the terms in section "Customer Service Reimbursement". **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 – IN-HOME SERVICE:

1. Provide **Our** authorized service provider with accessibility to the **Covered Product**.
2. Provide a non-threatening, non-hazardous and safe environment for **Our** authorized service provider.
3. An adult over the age of eighteen must be present for the period of time that **Our** authorized service provider is scheduled to provide service and while **Our** authorized provider is on **Your** property servicing the **Covered Product**.

B. **Depot Service:** If depot service is included with **Your Agreement**, **Administrator** will provide 3-way shipping to and from a depot service center of **Administrator** choice.

C. **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 **Administrator** at **888-699-2878** before contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Administrator** 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

1. Locate an authorized service provider in **Your** area and notify **Administrator** prior to scheduling a diagnosis visit.
2. 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.
3. Once the repair has been completed, **You** must pay the service provider and email info@trucareprotection.com to **Administrator** 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, proof of payment and **Your** name, address and phone number. **We** will reimburse **You** with a check within two 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, **Administrator** 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. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers 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 an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. In order for the Accidental Damage to be covered under this **Agreement**, the user at the time of damage must be **You**. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator**.

(9) **COMMERCIAL ADD-ON PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for any use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** covers replacement parts and labor necessary to maintain the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected

products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or [factory-refurbished] [Selling Retailer's] parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Add-On Plan.]

- (10) **DELIVERY/INSTALLATION:** If **You** original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this **Agreement**, and the **Covered Product** is deemed irreparable by the **Administrator**, if **You** receive a replacement product pursuant to these terms and conditions and it is necessary for **Us** to remove the **Covered Product** for it to be replaced, **We** will cover the normal removal and re-installation costs for **Your** replacement product not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, any kits, etc. that may be necessary to complete the installation.
- (11) **REMOVAL/REINSTALLATION:** If it is necessary for **Us** to remove the **Covered Product** for it to be repaired or replaced, **We** will cover the normal removal and reinstallation costs for the **Covered Product** not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, kits etc. that may be needed to complete the removal and reinstallation.

IV. WHAT IS NOT COVERED

- (1) **Products without a manufacturer's warranty; (B) Products with less than an original ninety 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 excluding items eligible under Maintenance Reimbursement; (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, 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) Any product used in a commercial setting or rental basis unless You purchased a Commercial Add-On Plan; (K) Failures that occur outside of the United States of America, with the exception of hand-held devices with worldwide coverage; (L) Non-functional, cosmetic or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the Covered Product, except as provided herein; (O) Accessories used in conjunction with a Covered Product including remote controls; (P) Any other loss other than a covered failure; (Q) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this Agreement; (R) Any failure or condition that results from abnormal usage of the Covered Product; (S) Coin mechanisms; (T) 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) Outdoor conversion kits not specifically sold with the Covered Product and recommended by the manufacturer.

IN NO EVENT SHALL THE ADMINISTRATOR, OBLIGOR OR ANY OF THEIR 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.

V. CONDITIONS

- Renewal:** [The Replacement Plans are not renewable.] [Repair Plans may be renewed at **Our** discretion.] To renew **Your** coverage, please call **888-699-2878** on or before the expiration date of this **Agreement**. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.]
- 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 [Administrator] 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 **Administrator** by phone at **888-699-2878** or by email at info@trucareprotection.com. The manufacturer's warranty may not be transferrable.]
- Territories:** The **Agreement** territory is limited to the United States of America, but does not include U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- 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.
Deductible: There [is a deductible as listed on the declarations page] [is no deductible] required to obtain service for repair or replacement of the **Covered Product**.]

5. **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.

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 **Administrator** via certified mail within thirty 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 attorney's 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.

Cancellation: This **Agreement** provides a thirty 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 **Our Administrator** of **Your** cancellation request within thirty 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 days from the date of purchase, or if you have incurred a covered claim, **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 applies to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**. A written notice will be provided at least thirty days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. **Your** refund will be equal to 100% of the unearned pro-rata **Agreement** purchase price paid.

6. **Entire Agreement:** The terms and conditions of this Agreement (together with the Declarations Page applicable to this purchase and the State-Specific Terms and Conditions identified below) constitute the **Agreement** between us and you relating to the provision of protection described herein. 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**.
7. **Our Obligations to you Insured:** This Contract is not a contract of insurance. However, Our obligations under this Contract are insured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. In the event we fail to perform or pay any covered service or pay any refund, or if we become insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, you may make a claim with Lexington National Insurance Corporation at 1-866-539-2547.

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. 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 **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**. Arbitration in this state is voluntary on either party.

California: For residents of California, the **Administrator** of this **Agreement** is TruCare Protection, Inc., P.O. Box 50772, Henderson, NV 890916 (888) 699-2878). 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. 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**. Parties to this extended warranty agreement shall make reasonable efforts to resolve disputes over the terms of the warranty. **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**. 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.

District of Columbia - 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 **You** elect to cancel this **Agreement** after the free look period, or if a claim has been paid, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) percent of the **Agreement Purchase Price** or fifty dollars (\$50.00 U.S.).

Florida: The Obligor of this **Agreement** is Lexington National Insurance Corporation, Florida License # 02979, located at 11426 York Road, 2nd Floor, Cockeysville, Maryland 21030. The rate charged for this **Agreement** 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** or should have reasonably been 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**.

Illinois: If **You** elect to cancel this **Agreement** after the free look period, or if a claim has been paid, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) percent of the **Agreement Purchase Price** or fifty dollars (\$50.00 U.S.).

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 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 free look period is sixty (60) days. Further, if **We** cancel this **Agreement**, **We** will 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. The cancellation fee is limited to twenty-five (\$25) dollars. 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 immediately endangers 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** and to the Commissioner 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. **Exclusion G** regarding unauthorized modifications is amended as follows: This Contract 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 non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this Contract 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 Contract. The cost of claims paid or services provided will not, under any circumstances, be deducted from

any refund issued pursuant to this Contract. If **You** are not satisfied with the manner in which **We** are handling the claim, **You** may contact the Nevada Division of Insurance at (888) 872-3234.

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**. **We** may retain a cancellation fee not to exceed ten percent (10%) of the amount of the pro-rata refund.

Oklahoma: Our Oklahoma Service Warranty License Number is 510485852.

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association

SECTION V CONDITIONS - CANCELLATION section is amended as follows: In the event the **Agreement** is canceled by **You** within the first sixty (60) days from the effective date, **We** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled by **You** after sixty (60) days, **We** will refund an amount based upon ninety percent (90%) of the unearned pro-rata premium, reflecting the days in force or the miles driven based on the term of plan selected and the date Coverage begins, less a Fifty Dollar (\$50.00) administrative fee or ten percent (10%) of the pro-rata refund amount (whichever is less). If **We** cancel the **Agreement**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as its interest may appear.

SECTION V CONDITIONS - 5. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the service **Agreement** holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 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 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:** CARRIER INFORMATION 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 888-699-2878 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: The following is added to this Contract: 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 Contract 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 Contract Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Contract 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 Contract Provider at any time.

EMERGENCY SERVICE: If you are unable to reach **Administrator** at **888-699-2878** 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: 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.

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.

