

## **MATSUURA EXTENDED WARRANTY TERMS AND CONDITIONS**

### **SECTION 1. DEFINITIONS**

#### **A. Parties & Roles**

- i. Authorized Seller: An entity approved by Matsuura to offer this Agreement.
- ii. You / Your: The customer identified on the Coverage Confirmation page.
- iii. Obligor / Provider / We / Us / Our: The entity responsible for fulfilling the obligations under this Agreement. [Insert legal entity name].

#### **B. Equipment & Coverage**

- i. Agreement: This document consisting of the Terms and Conditions and the completed Coverage Confirmation page.
- ii. Breakdown: The inability of a Covered Product to perform its intended function due to a Failure, as defined in Section 3B (Covered Failure Types).

#### **C. Additional Terms**

- i. Deductible: The fixed amount specified on the Coverage Confirmation page payable by the Agreement Holder for each claim filed under this Agreement.
- ii. Coverage Term: The fixed coverage period as specified on the Coverage Confirmation page. Coverage ends upon expiration of the Term unless a new Agreement is purchased.

### **SECTION 2. HOW THIS AGREEMENT WORKS**

#### **A. COVERAGE OBLIGATION**

We will repair the Covered Product identified on the Coverage Confirmation page. This includes providing both parts and labor necessary to return the eligible Covered Product to normal operating condition in the event of a Breakdown.

#### **B. ELIGIBILITY FOR COVERAGE**

This Agreement may only be purchased through Matsuura or an Authorized Seller. The Covered Product must be located within the United States. To be eligible for coverage, installation of the Covered Product must be performed by a Matsuura-authorized technician in accordance with manufacturer specifications.

### **SECTION 3. WHAT IS COVERED**

#### **A. COVERED PRODUCT**

The Matsuura-manufactured machinery or related equipment listed on the Coverage Confirmation page.

#### **B. COVERED FAILURE TYPES**

Subject to the terms of this Agreement, coverage applies to the Covered Product during the Coverage Term for repairs required due to a Failure occurring during normal operation. The Covered Product must be operated by a trained operator in accordance with the manufacturer's specifications and operating guidelines.

A Failure means the inability of the Covered Product to perform its intended function due to:

- i. **Mechanical or Electrical Failure**  
The failure of a mechanical or electrical component to perform its intended function due to defects in materials or workmanship occurring during normal operation.
- ii. **Accidental Damage from Handling (ADH)**  
Sudden and unintentional physical damage to the Covered Product resulting from mistakes in operation (including setup and programming) during normal use. ADH does not include damage resulting from gross negligence, willful misconduct, misuse, or any excluded condition under this Agreement.
- iii. **Power Surge**  
Damage caused by electrical disturbances originating outside the Covered Product, including voltage spikes, surges, or line noise, resulting in component failure or control system corruption.

#### **C. COVERAGE FOR REPAIR**

As a condition of service, You may be required to perform troubleshooting steps and basic repairs as instructed by Matsuura. Matsuura will determine, in its sole discretion, whether a repair may be performed by You or requires a Matsuura-designated technician. If You perform any repair or corrective action under this provision, no labor costs incurred by You will be reimbursed under this Agreement.

All repairs must be pre-approved and performed by a qualified technician designated by Matsuura. Replacement parts may be new or refurbished, provided they meet manufacturer specifications. Matsuura is not responsible for delays in diagnosis, parts availability, shipping, or service scheduling, nor for any resulting loss of use or business interruption related to the Covered Product. The use of non-original manufacturer's parts is allowed only on the condition that the parts meet Matsuura's specifications for the Covered Product.

### **SECTION 4. HOW TO FILE A CLAIM**

#### **A. TO OBTAIN SERVICE**

Failures must be reported within thirty (30) days of discovery. Claims may be filed by contacting the Administrator at the phone number listed on the Coverage Confirmation page.

If the Covered Product is purchased through a Seller other than Matsuura, they will serve as the primary point of contact for claims and service coordination under this Agreement. To file a claim, contact the Seller at the number provided on the Coverage Confirmation page.

You must retain proof of purchase for both the Covered Product and this Agreement. You agree to reasonably cooperate with the Administrator in performing obligations under this Agreement. Failure to do so may void any claim.

## **SECTION 5. WHAT IS NOT COVERED**

This Agreement does not cover:

- A. ANY COST RECOVERABLE UNDER ANY OTHER WARRANTY, GUARANTEE, OR UNDER AN INSURANCE POLICY;**
- B. MISUSE, ABUSE, NEGLIGENCE, OR WILLFUL MISCONDUCT, INCLUDING OPERATION IN A MANNER INCONSISTENT WITH MATSUURA'S PUBLISHED GUIDELINES OR ACCEPTED INDUSTRY PRACTICE. CLAIMS ARISING FROM GROSS NEGLIGENCE ARE EXPRESSLY EXCLUDED FROM COVERAGE UNDER THIS AGREEMENT;**
- C. ACTS OF GOD OR NATURAL EVENTS, INCLUDING FIRE, FLOOD, EARTHQUAKE, AND STORM DAMAGE;**
- D. IMPROPER APPLICATION OR UNAUTHORIZED MODIFICATION, INCLUDING WILLFUL DISREGARD OF DOCUMENTED PROCEDURES OR STANDARD OPERATING PROCEDURES (SOPS), USE OF UNAPPROVED FLUIDS, TAMPERING WITH CONTROL SYSTEMS, OR KNOWINGLY OPERATING THE MACHINE OUTSIDE OF MATSUURA'S PRESCRIBED INPUT, LOAD, OR OPERATING PARAMETERS;**
- E. UNAUTHORIZED REPAIRS OR SERVICE, INCLUDING ANY REPAIR NOT PRE-APPROVED UNDER THIS AGREEMENT. THIS AGREEMENT DOES NOT COVER THE COST OF CORRECTING ANY UNAUTHORIZED REPAIR;**
- F. DAMAGE RESULTING FROM RELOCATION, INCLUDING ANY ATTEMPT TO MOVE OR REPOSITION THE MACHINE AFTER INSTALLATION;**
- G. NORMAL WEAR AND TEAR, COSMETIC DAMAGE, PANEL DEFORMATION, OR ALIGNMENT ISSUES THAT DO NOT AFFECT MECHANICAL OR ELECTRICAL FUNCTIONALITY ARE NOT COVERED;**
- H. ANY COVERED PRODUCT LOCATED OUTSIDE THE UNITED STATES (50 STATES AND THE DISTRICT OF COLUMBIA);**
- I. SERVICE REQUIRED AS A RESULT OF ANY UNAUTHORIZED ALTERATION TO THE COVERED PRODUCT OR ITS COMPONENTS;**
- J. REPAIRS PERFORMED BY INDIVIDUALS OR ENTITIES NOT SPECIFICALLY AUTHORIZED BY US;**
- K. EXPENDABLE, WEARABLE, OR CONSUMABLE ITEMS, INCLUDING BUT NOT LIMITED TO: FILTERS, LIGHT BULBS, BATTERIES, FLUIDS (FUEL, OIL, COOLANT, ETC.), AND OTHER OPERATING SUPPLIES;**
- L. INSTALLATION-RELATED ISSUES, INCLUDING ANY FAILURE, DAMAGE, OR PERFORMANCE DEFICIENCY RESULTING FROM THE INSTALLATION OF THE COVERED PRODUCT;**
- M. DAMAGE OR PERFORMANCE ISSUES CAUSED BY THE INTEGRATION, INSTALLATION, OR USE OF ANY THIRD-PARTY AUTOMATION, ROBOTICS, SOFTWARE, OR PERIPHERAL SYSTEMS NOT EXPRESSLY PROVIDED BY OR AUTHORIZED BY MATSUURA.**
- N. THIS WARRANTY DOES NOT COVER ANY THIRD-PARTY AUTOMATION, ROBOTICS, SOFTWARE, OR PERIPHERAL SYSTEMS THEMSELVES. HOWEVER, SUBJECT TO ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS HEREIN, THIS WARRANTY MAY PROVIDE COVERAGE FOR COVERED DAMAGE TO THE**

**MACHINE CAUSED BY THE FAILURE, MALFUNCTION, OR ACCIDENTAL  
OPERATION OF SUCH THIRD-PARTY SYSTEMS.**

**SECTION 6. CONDITIONS**

- A. Term: Coverage under this Agreement shall begin as follows and remain in force until the Agreement End Date, as specified on the Coverage Confirmation page, unless cancelled or terminated earlier in accordance with this Agreement:
- i. Coverage begins on the Installation Date of the Covered Product.
  - ii. For used or previously installed equipment, coverage begins on the Agreement Purchase Date.
- B. Transferability: This Agreement is not transferable.

**SECTION 7. LIMIT OF LIABILITY**

EXCEPT AS OTHERWISE REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOSS OF USE OF THE COVERED PRODUCT, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF THE COVERED PRODUCT, DELAYS IN REPAIR OR REPLACEMENT, OR THE INABILITY TO REPAIR OR REPLACE ANY COVERED PRODUCT. UNDER NO CIRCUMSTANCES WILL THE OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID, EXCLUDING TAX AND DELIVERY COSTS, FOR THE COVERED PRODUCT.

Our cost and liability to provide service or repair under this Agreement is limited to the lesser of the cost of authorized repairs or replacement of the Covered Product with a product of equal or similar features and functionality.

**SECTION 8. AGREEMENT CANCELLATION**

You may cancel this Agreement at any time. If You request cancellation within thirty (30) days from the start of the Coverage Period and no claims have been filed, You will receive a full refund of the Agreement Purchase Price.

If You request cancellation after thirty (30) days, You will receive a pro-rata refund of the Agreement Purchase Price based on the time remaining in the Coverage Period, less the value of any claims paid under this Agreement.

To initiate cancellation, please contact the Administrator using the contact information provided on the Declaration page.

In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Agreement, We may cancel this Agreement immediately and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

In the event of non-payment by You, We may cancel this Agreement immediately.

**SECTION 9. INSURANCE STATEMENT**

This Agreement is a service contract and not an insurance policy or a warranty subject to the federal Magnuson-Moss Act. Our obligations under this Agreement are insured under an insurance policy issued by {insert insurer}. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with {insert insurer}.

## **SECTION 10. ARBITRATION AND CLASS ACTION WAIVER**

READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS. YOU AND WE AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Agreement—whether based in agreement, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Agreement. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees. You and We agree to waive the right to participate in class actions or representative proceedings. The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting [www.adr.org](http://www.adr.org). Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

## **SECTION 11. ADDITIONAL DISCLOSURES**

**NOTICE: 1) THIS IS NOT AN INSURANCE CONTRACT 2) THIS AGREEMENT IS A SEPARATE EXTENDED WARRANTY OFFERED BY THE MANUFACTURER AND PROVIDES COVERAGE BEYOND THE STANDARD LIMITED WARRANTY INCLUDED WITH THE COVERED PRODUCT 3) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING FOR IT. 4) THIS AGREEMENT PROVIDES COVERAGE FOR A FIXED TERM. COVERAGE WILL END UPON EXPIRATION OF THE TERM UNLESS A NEW AGREEMENT IS PURCHASED.**

## **SECTION 12. STATE-SPECIFIC DISCLOSURES**

The following state-specific requirements and disclosures apply if this Agreement was purchased in the state indicated. They amend this Agreement and supersede any other

provision of this Agreement to the contrary. All other terms and conditions remain unchanged.

**ALABAMA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement was delivered to You at the time of sale. Upon return of this Agreement within the applicable time period, if no claim has been made, this Agreement is void and We will refund the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser of this Agreement. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. If You cancel this Agreement after the applicable return period, We will refund the unearned portion of the full purchase price of this Agreement, and We may retain an administrative fee not exceeding twenty-five dollars (\$25).

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement, We will mail You written notice at Your last known address in Our records at least five (5) days prior to cancellation, stating the effective date of and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price of this Agreement or a material misrepresentation by You to Us relating to the covered property or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the reimbursement insurance company at the name and address of the insurer stated in this Agreement.

Section 8 (Agreement Cancellation) is further amended as follows: Any refund due to You may be credited to any outstanding balance of Your account, and the excess, if any, will be refunded to You. If You cancel this Agreement after the applicable return period, the refund of the unearned portion of the purchase price of this Agreement will include the unearned portion of any premium paid for any applicable insurance policy.

**ARIZONA:**

Section 8 (Agreement Cancellation) is amended as follows: Upon cancellation, You will receive a pro-rata refund after deduction of benefits paid and administrative expenses associated with the cancellation. Administrative expenses will not exceed seventy-five dollars (\$75) or ten percent (10%) of the purchase price of this Agreement, whichever is less, and any administrative expense assessed will not exceed the amount of the refund due to You.

This Agreement will not be canceled or voided by Us due to acts or omissions of Ours or of Our subcontractors, including any failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.

An additional exclusion is added to Section 5: this Agreement does not cover any pre-existing conditions, defects, or deficiencies, unless such conditions were known or should have reasonably been known by Us or by the person selling this Agreement on Our behalf, in which case such conditions are covered.

We will not cancel or void this Agreement due to: (a) pre-existing conditions that were known or that reasonably should have been known by Us or Our subcontractors; (b) prior use or unlawful acts relating to the Covered Product; or (c) misrepresentation by Us or Our subcontractors.

Parts or components repaired or replaced under this Agreement are not excluded from coverage under this Agreement.

Section 9 (Insurance Statement) is amended to add: Obligations of the obligor under this service contract are insured under a mechanical service contract reimbursement insurance policy issued by the insurer identified in this Agreement.

Section 8 (Agreement Cancellation) is further amended as follows: We reserve the right to cancel this Agreement upon at least thirty (30) days prior written notice; however, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, cancellation may be immediate and without prior notice.

We will deny coverage for the reasons set forth in this Agreement only if the relevant situations occurred while You own the Covered Product.

#### **ARKANSAS:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within no less than twenty (20) days of the date of mailing of this Agreement or within no less than ten (10) days if this Agreement is delivered at the time of sale, or within a longer time period permitted under this Agreement. If no claim has been made under this Agreement, this Agreement is void upon return and We will refund to You the full purchase price of this Agreement. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement, a pro-rata refund of the unearned portion of the purchase price, less the amount or value of any claims paid, will accompany the notice of cancellation, unless the cancellation is for nonpayment.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company at the name and address of the insurer stated in this Agreement.

#### **CALIFORNIA:**

Section 8 (Agreement Cancellation) is amended as follows: Cancellation requests made within sixty (60) days from the start of the Coverage Term or within thirty (30) days from receipt of this Agreement, whichever is later, will receive a one hundred percent (100%) refund of the full purchase price of this Agreement if no claim has been made under this Agreement. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty will be added to the refund for each thirty (30) days or fraction thereof until the refund is paid. This right applies only to the original purchaser of this Agreement and is not transferable. Cancellation requests made more than sixty (60) days from the start of the Coverage Term or after thirty (30) days from receipt of this Agreement, whichever is later, or where a claim was made under this Agreement within the first sixty (60) days, will receive at least a pro-rata refund of the purchase price of this Agreement

based on the elapsed Coverage Term; in addition, a cancellation or administrative fee may be assessed, not to exceed ten percent (10%) of the purchase price of this Agreement or twenty-five dollars (\$25), whichever is less.

This Agreement may be cancelled by You for any reason, including the Covered Product being sold, lost, stolen, or destroyed. In addition to any other cancellation methods set forth in this Agreement, You may cancel this Agreement at any time by calling or writing Matsuura at the telephone number and address stated in this Agreement.

Covered repairs are performed at the installed location of the Covered Product, and You are not responsible for costs of transporting the Covered Product for covered repairs.

#### **COLORADO:**

Section 8 (Agreement Cancellation) is amended as follows: You may void this Agreement by returning it within twenty (20) days after the date this Agreement was mailed to You or within ten (10) days after delivery if this Agreement was delivered to You at the time of sale. If no claim has been made prior to its return, this Agreement is void when returned to Us and We will refund, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser. If a refund is not paid or credited within forty-five (45) days after return of this Agreement, a ten percent (10%) penalty per month will be added to the refund. After the applicable return period, or if a claim has been made within that period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims made; We may charge a reasonable administrative fee not exceeding ten percent (10%) of the purchase price paid by You.

Section 8 (Agreement Cancellation) is further amended as follows: We may cancel this Agreement by mailing, at least five (5) days prior to the date of cancellation, written notice to You at Your last known address in Our records, stating the effective date of and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach by You relating to the covered product or its use. If We cancel this Agreement for a reason other than nonpayment, We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. If We do not provide a covered service within sixty (60) days after Your proof of loss, You may apply directly to the reimbursement insurance company at the name and address of the insurer stated in this Agreement.

Action under this Agreement may be covered by the provisions of the Colorado Consumer Protection Act or the Unfair Practices Act, articles 1 and 2 of title 6, C.R.S., and a party to this Agreement may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

#### **CONNECTICUT:**

Section 9 (Insurance Statement) is amended to add: This Agreement states the name and address of the insurer insuring the obligations and liabilities under this Agreement. If We fail to perform according to the terms of this Agreement, You, or a successor to Your rights in the Covered Product, may file a claim directly with the insurer at the address stated in this Agreement.

Section 6 (Conditions) is amended to add: If the Coverage Term of this Agreement is less than one (1) year, this Agreement is automatically extended while the Covered Product is in Our custody, or the custody of Our designated technician, for repair under this Agreement.

Covered repairs are performed at the installed location of the Covered Product, and You will not be charged costs of transporting the Covered Product for covered repairs.

Section 9 (Insurance Statement) is further amended to add: If We fail to perform according to the terms of this Agreement, You, or a successor to Your rights in the Covered Product, may file a claim directly with the insurer by writing or calling the insurer at the name, address, and telephone number stated in this Agreement.

#### **DISTRICT OF COLUMBIA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within thirty (30) days of the date this Agreement was mailed to You, or of the date of delivery if this Agreement was delivered to You at the time of sale. Upon return within the applicable period, if no claim has been made, this Agreement is void and We will refund, or credit Your account with, the full purchase price. The right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. After that period, or if a claim has been made within that period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid and any administrative fee charged; a reasonable administrative fee may be charged not to exceed ten percent (10%) of the purchase price paid by You.

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement, We will mail written notice to You at Your last known address in Our records at least five (5) days before cancellation, stating the effective date of and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use. If We cancel for a reason other than nonpayment, We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by the insurer whose name and address are stated in this Agreement.

#### **FLORIDA:**

Section 8 (Agreement Cancellation) is amended as follows: This Agreement shall be cancelled by Us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Agreement by Us. In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. If We cancel this Agreement, the refund will be based upon one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Agreement, Our cancellation may be immediate.

The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA:**

Section 8 (Agreement Cancellation) is amended as follows: You may cancel this Agreement for a full refund, minus any claims paid, within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if delivered to You at the time of sale. If no claim has been made prior to its return, this Agreement is void by operation of law upon its receipt by Us and We will refund, or credit Your account with, the full purchase price. The right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. After the applicable period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; a reasonable administrative fee may be charged not to exceed ten percent (10%) of the unearned pro-rata purchase price.

Section 8 (Agreement Cancellation) is further amended as follows: This Agreement is noncancelable by Us except for fraud, material misrepresentation, or failure to pay the consideration due for this Agreement. Notice of cancellation, stating the reason for and effective date of cancellation, will be given to You in writing no less than thirty (30) days before the effective date of cancellation. Following cancellation by Us, You will be refunded one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; a reasonable administrative fee may be charged not to exceed ten percent (10%) of the unearned pro-rata purchase price. Any provision of Section 8 providing for immediate cancellation without prior notice or without refund does not apply in Georgia.

Section 9 (Insurance Statement) is amended to add: The name and address of the insurer that has guaranteed or underwritten this Agreement are stated clearly and conspicuously in this Agreement. You are entitled to make a direct claim against the insurer upon Our failure to pay any claim or to refund the consideration paid for this Agreement within sixty (60) days after proof of loss has been filed with Us.

The exclusion for PRE-EXISTING CONDITIONS in Section 5 is amended as follows with respect to this Agreement in Georgia: this Agreement excludes only pre-existing conditions known to You, or which reasonably should have been known to You, that occur prior to the effective date of this Agreement.

A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after You cancel this Agreement.

Nothing contained in Section 10 (Arbitration and Class Action Waiver) affects Your right to file a direct claim against the insurer of this Agreement pursuant to O.C.G.A. 33-7-6.

**HAWAII:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within thirty (30) days of the date this Agreement was mailed to You or within twenty (20) days of the date this Agreement was delivered to You if delivered at the time of sale. Upon return within the applicable time period, if no claim has been made, this Agreement is void and We will refund, or credit Your account with, the full purchase price. The right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: Upon cancellation of this Agreement by Us, We will, at least five (5) days prior to cancellation, mail to You at Your last known address a written prior notice of cancellation stating the effective date of the

cancellation. Prior notice is not required if cancellation is for nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of Your duties under this Agreement relating to the Covered Product or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract contractual liability insurance policy. If covered service is not provided by Us within sixty (60) days of Your proof of loss, You are entitled to apply directly to the contractual liability insurance company at the name and address of the insurer stated in this Agreement.

#### **ILLINOIS:**

Section 8 (Agreement Cancellation) is amended as follows: You may cancel this Agreement within thirty (30) days after its purchase if no service has been provided, and a full refund of the purchase price, less any cancellation fee stated in this Agreement, will be paid to You. You may cancel this Agreement at any other time, and a pro-rata refund of the purchase price for the unexpired term of this Agreement, based on the number of elapsed months, less the value of any service received and any cancellation fee stated in this Agreement, will be paid to You. Any cancellation fee will not exceed the lesser of ten percent (10%) of the purchase price of this Agreement or fifty dollars (\$50).

Section 9 (Insurance Statement) is amended to add: The obligations of the provider to You are covered under a service contract reimbursement insurance policy issued by the insurer whose name and address are stated in this Agreement. If covered service is not provided by Us within sixty (60) days of Your proof of loss, You may file a claim directly with the service contract reimbursement insurance company.

#### **KENTUCKY:**

Section 9 (Insurance Statement) is amended to add: If We fail to pay any authorized claim or provide any covered service within sixty (60) days after proof of loss has been filed, You may file a claim directly with the insurer whose name and address are stated in this Agreement.

#### **LOUISIANA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale. Upon return within the applicable period, if no claim has been made, this Agreement is void and We will refund, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement, We will mail a written notice to You at Your last known address in Our records at least fifteen (15) days prior to cancellation, stating the effective date of and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

Section 9 (Insurance Statement) is amended to add: If We do not comply with any contractual obligation under this Agreement within sixty (60) days of presentation of a valid claim, the insurer identified in this Agreement will accept Your claim directly.

#### **MAINE:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale, or within a longer time period permitted under this Agreement. Upon return within the applicable time period, if no claim has been made, this Agreement is void and We will refund the full purchase price of this Agreement, including any required sales tax refund. The right to void this Agreement is not transferable and applies only to the original purchaser, and only if no claim has been made prior to its return. A monthly penalty equal to ten percent (10%) of the purchase price outstanding will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. After the applicable return period, or if a claim has been made within that period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; an administrative fee not to exceed ten percent (10%) of the purchase price paid by You may be charged.

Section 8 (Agreement Cancellation) is further amended as follows: We will mail a written notice to You at Your last known address in Our records at least fifteen (15) days prior to cancellation by Us, stating the effective date of and the reason for the cancellation. If this Agreement is cancelled by Us for a reason other than nonpayment of the purchase price, We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; an administrative fee not to exceed ten percent (10%) of the purchase price paid by You may be charged.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. The name and address of the insurer are stated in this Agreement.

#### **MARYLAND:**

Section 8 (Agreement Cancellation) is amended as follows: You may cancel this Agreement within twenty (20) days after receipt of this Agreement if mailed to You, within twenty (20) days after the date of delivery if delivered to You at the time of sale, or within a longer period specified in this Agreement. If a claim has not been made under this Agreement prior to its cancellation, this Agreement is void upon cancellation and We will refund the full consideration paid for this Agreement. The right to void this Agreement is not transferable, applies only to the original purchaser, and applies only if no claim has been made prior to cancellation. We will pay or credit Your account with the full consideration paid within forty-five (45) days after the cancellation; if We do not, We will pay You an amount equal to ten percent (10%) of the consideration paid for this Agreement for each month the refund is not paid.

This Agreement is extended automatically if We fail to perform or otherwise fulfill Our obligations under this Agreement.

Section 9 (Insurance Statement) is amended to add: If We fail to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company whose name and address are stated in this Agreement.

#### **MASSACHUSETTS:**

Section 8 (Agreement Cancellation) is amended as follows: We will mail a written notice to You, including the effective date of the cancellation and the reason for the cancellation, at Your last known address in Our records at least five (5) days prior to cancellation by Us, unless the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by the insurer whose name and address are stated in this Agreement.

**MICHIGAN:**

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

**MINNESOTA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale, or within a longer time period permitted under this Agreement. Upon return within the applicable time period, if no claim has been made, this Agreement is void and We will refund to You, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser, and only if no claim has been made before its return. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: We will mail a written notice to You at Your last known address in Our records at least fifteen (15) days before cancellation by Us. Five (5) days' notice is required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. The notice will state the effective date of and the reason for the cancellation.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by the insurer whose name and address are stated in this Agreement.

Section 10 (Arbitration and Class Action Waiver) is amended to add: Any arbitration will take place in the state where You reside or at any other place agreed to in writing by You and Us.

**MISSOURI:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within at least twenty (20) days of the date of mailing of this Agreement or within at least ten (10) days if this Agreement is delivered at the time of sale, or within a longer time period permitted under this Agreement. If no claim has been made under this Agreement, this Agreement is void upon return and We will refund to You the full purchase price of this Agreement. A ten percent (10%) penalty per month will be added to a refund that is not paid within forty-five (45) days of return of this Agreement to Us. The applicable free-look

period applies only to the original purchaser, and only if no claim has been made prior to return.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company whose name and address are stated in this Agreement.

**NEVADA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days after the date this Agreement was mailed to You, or within ten (10) days after You receive a copy of this Agreement if it was furnished to You at the time of purchase, or within a longer period specified in this Agreement. If You have not made a claim and You return this Agreement within the applicable period, this Agreement is void and We will refund the purchase price of this Agreement. The right to return this Agreement applies only to the original purchaser. We will refund the purchase price within forty-five (45) days after this Agreement is returned; if We fail to do so, We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

Section 8 (Agreement Cancellation) is further amended as follows: If this Agreement has been in effect for at least seventy (70) days, We may not cancel it before the expiration of the agreed term or one (1) year after the effective date of this Agreement, whichever occurs first, except on any of the following grounds: (a) Your failure to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Agreement; (c) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service; (d) discovery of an act or omission by You, or a violation by You of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold. No cancellation of this Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

Section 9 (Insurance Statement) is amended to add: This Agreement is insured by a contractual liability insurance policy, and the name and address of the issuer of the policy are stated in this Agreement. If We fail to perform Our duties under this Agreement within sixty (60) days after receiving notice from You that the Covered Product is defective, You may apply to the issuer of the contractual liability insurance policy for performance of Our duties under this Agreement.

If We cancel this Agreement, no cancellation fee will be imposed and no deduction for claims paid will be applied to Your refund.

For Agreements issued in Nevada to Nevada residents, only Nevada law will govern the substantive portions of this Agreement.

**NEW HAMPSHIRE:**

Section 8 (Agreement Cancellation) is amended as follows: Upon any cancellation of this Agreement, We will refund the unearned portion of the purchase price; the purchase price is

earned pro-rata over the length of this Agreement. Any cancellation administrative fee will not exceed ten percent (10%) of the purchase price of this Agreement or seventy-five dollars (\$75), whichever is less.

Section 9 (Insurance Statement) is amended to add: If We do not provide covered services within sixty (60) days after You have submitted proof of loss, You are entitled to apply directly to the reimbursement insurance company identified in this Agreement for satisfaction.

Section 8 (Agreement Cancellation) is further amended as follows: We will not deduct paid claims or paid services from the pro-rata refund due to You.

Section 10 (Arbitration and Class Action Waiver) is subject to New Hampshire Revised Statutes Annotated, Chapter 542.

#### **NEW JERSEY:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement was delivered to You at the time of sale. If cancelled within the applicable time period, We will provide You with the full purchase price or amount paid on this Agreement, by refund or credit to Your account, and We will additionally pay You a ten percent (10%) per month penalty, based upon the purchase price of this Agreement, if the refund or credit is not completed within forty-five (45) days of the cancellation of this Agreement.

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement prior to its expiration, We will mail a written notice to You at Your last known address, containing the reason for the cancellation and the effective date of the cancellation.

#### **NEW MEXICO:**

Section 8 (Agreement Cancellation) is amended as follows: This Agreement is void and We will refund to You the purchase price of this Agreement if You have not made a claim under this Agreement and You return this Agreement within twenty (20) days after the date We mailed this Agreement to You, within ten (10) days after You receive a copy of this Agreement if We furnished You with the copy at the time this Agreement was purchased, or within a longer period specified in this Agreement. The right to return this Agreement applies only to the original purchaser. We will refund the purchase price, or credit Your account, within sixty (60) days after this Agreement is returned; if We fail to do so, We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. After the applicable return period, or if a claim was made during that period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; if You cancel, a reasonable administrative fee may be charged, not to exceed ten percent (10%) of the purchase price.

Section 8 (Agreement Cancellation) is further amended as follows: If this Agreement has been in effect for at least seventy (70) days, We may not cancel it before the expiration of the agreed term or one (1) year after the effective date of this Agreement, whichever occurs first, except for: (a) failure by You to pay an amount when due; (b) Your conviction of a crime that results in an increase in the service required under this Agreement; (c) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for service; or (d) discovery of either an act or omission by You, or a violation by You of any condition of this Agreement, that occurred after the effective date of this Agreement

and that substantially and materially increased the service required under this Agreement. If We cancel this Agreement, We will not impose an administrative fee. No cancellation of this Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. If We fail to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to the insurer at the name, address, and telephone number stated in this Agreement.

**NEW YORK:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within at least twenty (20) days of the date of mailing of this Agreement or within at least ten (10) days if this Agreement is delivered to You at the time of sale, or within a longer time period permitted under this Agreement. If no claim has been made under this Agreement, this Agreement will be void and We will refund to You the full purchase price of this Agreement. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: We will mail a written notice to You at Your last known address in Our records at least fifteen (15) days prior to cancellation by Us, stating the effective date of and the reason for the cancellation. Written notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy. The name, address, and toll-free telephone number of the insurer are stated in this Agreement.

**NORTH CAROLINA:**

Section 8 (Agreement Cancellation) is amended as follows: We may not cancel this Agreement in Our discretion other than for nonpayment of the purchase price or for a direct violation of this Agreement by You where this Agreement states that such violation subjects this Agreement to cancellation. You may cancel this Agreement at any time after purchase and receive a pro-rata refund, less any claims paid on this Agreement and a reasonable administrative fee not to exceed ten percent (10%) of the amount of the pro-rata refund.

**OHIO:**

Section 9 (Insurance Statement) is amended to add: If covered service is not provided by Us within sixty (60) days of Your proof of loss, You are entitled to apply directly to the reimbursement insurance company whose name and address are stated in this Agreement.

The direct claim right stated above includes, but is not limited to, any obligation in this Agreement in which We must refund You upon cancellation of this Agreement.

**OKLAHOMA:**

This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Section 8 (Agreement Cancellation) is amended as follows: If You cancel this Agreement, the refund will be based upon ninety percent (90%) of the unearned pro-rata purchase price less the actual cost of any service provided under this Agreement. If We cancel this Agreement, the refund will be based upon one hundred percent (100%) of the unearned pro-rata purchase price less the actual cost of any service provided under this Agreement.

**OREGON:**

Section 8 (Agreement Cancellation) is amended to add: The terms, restrictions, and conditions governing termination of this Agreement by You are as stated in this Section 8.

Section 10 (Arbitration and Class Action Waiver) is amended as follows: In Oregon, arbitration of a Dispute will occur only if, after the Dispute has arisen, both You and We voluntarily agree to submit the Dispute to arbitration. Nothing in Section 10 requires You to arbitrate any Dispute.

Emergency Repairs: In the event an emergency repair is required outside of Our normal business hours, You may engage Your own licensed repair provider without prior authorization. An emergency repair is a repair of a failure that creates a risk to health or property and that requires an immediate repair to be made.

Section 10 (Arbitration and Class Action Waiver) is further amended as follows: Any arbitration proceedings will be conducted within the State of Oregon and in accordance with Oregon law.

**SOUTH CAROLINA:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale, or within a longer time period permitted under this Agreement. Upon return of this Agreement within the applicable time period, if no claim has been made, this Agreement is void and We will refund to You, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser and only if no claim has been made prior to its return. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: If We cancel this Agreement, We will mail a written notice to You at Your last known address in Our records at least fifteen (15) days prior to cancellation, stating the effective date of and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. The name and address of the insurer are conspicuously stated in this Agreement. If covered service is not provided by Us within sixty (60) days of Your proof of loss, You are entitled to apply directly to the reimbursement insurance company.

**TENNESSEE:**

Section 6 (Conditions) is amended to add: The Coverage Term of this Agreement will be extended automatically by the number of days the Covered Product is in Our custody, or the custody of Our designated technician, while being repaired under this Agreement.

**TEXAS:**

Section 8 (Agreement Cancellation) is amended as follows: You may cancel this Agreement at any time. If You cancel before the thirty-first (31st) day after the date of purchase, We will refund to You, or credit Your account with, the full purchase price of this Agreement, decreased by the amount of any claims paid under this Agreement, and no cancellation fee will be imposed. If You cancel on or after the thirty-first (31st) day after the date of purchase, We will refund to You, or credit Your account with, the pro-rata purchase price of this Agreement reflecting the remaining term of this Agreement, based on time, decreased by the amount of any claims paid under this Agreement, and We may impose a reasonable cancellation fee not to exceed fifty dollars (\$50). If We do not pay the refund or credit Your account before the forty-sixth (46th) day after the date notice of cancellation is received by Us, We are liable to You for a penalty for each month an amount remains outstanding, equal to ten percent (10%) of the amount outstanding. The right to cancel this Agreement is not transferable to a subsequent holder of this Agreement.

Section 8 (Agreement Cancellation) is further amended as follows: We may cancel this Agreement by mailing written notice of cancellation to You at Your last known address in Our records before the fifth (5th) day preceding the effective date of the cancellation, stating the effective date of and the reason for the cancellation. Prior notice is not required if this Agreement is canceled because of nonpayment of the consideration for this Agreement, fraud or a material misrepresentation by You to Us or Our administrator, or a substantial breach of a duty by You relating to the Covered Product or its use. If We cancel this Agreement, You are entitled to a pro-rata refund of the purchase price reflecting the remaining term of this Agreement, based on time, decreased by the amount of any claims paid, and no cancellation fee will be imposed.

Section 9 (Insurance Statement) is amended to add: You may apply for reimbursement directly to the insurer identified in this Agreement if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of proof of loss, or a refund or credit is not paid before the forty-sixth (46th) day after the date on which this Agreement is canceled.

**UTAH:**

Section 8 (Agreement Cancellation) is amended as follows: If this Agreement has been in effect for sixty (60) days or more, We may not cancel this Agreement before the earlier of the expiration of the agreed term or one (1) year from the effective date of this Agreement, except for nonpayment of the purchase price when due, material misrepresentation, a substantial change in the risk assumed (unless We should reasonably have foreseen the change or contemplated the risk when entering into this Agreement), or substantial breaches of contractual duties, conditions, or warranties. Cancellation on any of these grounds other than nonpayment is effective no sooner than thirty (30) days after delivery or first-class mailing of a written notice to You; cancellation for nonpayment is effective no sooner than ten (10) days after delivery or first-class mailing of a written notice to You. If this Agreement has been in effect for less than sixty (60) days and has not been renewed, We may cancel this Agreement effective no sooner than ten (10) days after delivery of a written notice of cancellation to You. If a notice of cancellation does not state with reasonable

precision the facts on which Our decision is based, We will mail or deliver that information within ten (10) working days after receipt of Your written request.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. The name, address, and toll-free claims service telephone number of the reimbursement insurer are stated in this Agreement.

Section 9 (Insurance Statement) is further amended to add: The name, address, and toll-free claims service telephone number of the reimbursement insurer are conspicuously stated in this Agreement.

Purchase of this Agreement is optional and is not required in order to finance, lease, or purchase the Covered Product.

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Section 8 (Agreement Cancellation) is further amended as follows: Any notice of cancellation by Us will be in writing to You at Your last known address and will contain the Agreement number, the date of the notice, the effective date of the cancellation, and a detailed explanation of the reason for the cancellation.

**Section 10 (Arbitration and Class Action Waiver) is amended to add the following: 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, 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.**

**VERMONT:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of receipt. If no claim has been made under this Agreement, this Agreement is void upon return and We will refund to You the full purchase price of this Agreement.

**VIRGINIA:**

If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

**WASHINGTON:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement was delivered to You at the time of sale. Upon return within the applicable period, if no claim has been made, this Agreement is void and We will refund to You, or credit Your account with, the full purchase price of this Agreement. The

right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund of the purchase price that is not paid or credited within thirty (30) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: We will mail a written notice to You at Your last known address in Our records at least twenty-one (21) days prior to cancellation by Us. The notice will state the effective date of the cancellation and the true and actual reason for the cancellation.

Section 9 (Insurance Statement) is amended to add: Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy. This Agreement states the name and address of the issuer of the reimbursement insurance policy, the applicable policy number, and the means by which You may file a claim under the policy, and You are entitled to apply directly to the reimbursement insurance company.

Section 10 (Arbitration and Class Action Waiver) is amended to add: Nothing in this Agreement requires that any civil action brought in connection with this Agreement be brought in the courts of a jurisdiction other than the State of Washington. Any arbitration proceeding will be held at a location in closest proximity to Your permanent residence.

**WISCONSIN:**

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You, or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale, or within a longer period permitted under this Agreement. Upon return of this Agreement within the applicable period, if no claim has been made, this Agreement is void and We will refund to You, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser. If We do not pay or credit a refund within forty-five (45) days after the return of this Agreement, We will pay a ten percent (10%) per month penalty of the refund amount outstanding, which will be added to the amount of the refund. Subsequent to the return period, or if a claim has been made within that period, You may cancel this Agreement and We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid; We may charge a reasonable administrative fee for the cancellation, not to exceed ten percent (10%) of the purchase price.

Section 8 (Agreement Cancellation) is further amended as follows: This Agreement may be cancelled by Us only for nonpayment of the purchase price, material misrepresentation by You to Us or Our administrator, or substantial breach of duties by You relating to the Covered Product or its use. We will mail a written notice to You at Your last known address in Our records at least five (5) days prior to cancellation, stating the effective date of and the reason for the cancellation. If this Agreement is cancelled by Us for a reason other than nonpayment of the purchase price, We will refund one hundred percent (100%) of the unearned pro-rata purchase price, less any claims paid. In the event of a total loss of the Covered Product that is not covered by a replacement of the Covered Product pursuant to the terms of this Agreement, You are entitled to cancel this Agreement and receive a pro-rata refund of any unearned purchase price, less any claims paid.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. The name and address of the insurer are stated in this Agreement. If We do not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service, using the contact information for the insurer stated in this Agreement.

Section 10 (Arbitration and Class Action Waiver) is deleted in its entirety with respect to Agreements purchased in Wisconsin.

Section 4 (How to File a Claim) is amended as follows with respect to this Agreement in Wisconsin: We will not deny Your claim solely because You did not obtain preauthorization of a repair if We are not prejudiced by Your failure to notify Us. Proof of loss should be furnished to Us as soon as reasonably possible and within one (1) year after the time required by this Agreement; failure to furnish notice or proof of loss within the time required by this Agreement does not invalidate or reduce a claim unless We are prejudiced by the failure and it was reasonably possible to meet the time limit.

#### **WYOMING:**

Section 8 (Agreement Cancellation) is amended as follows: You may return this Agreement within twenty (20) days of the date this Agreement was mailed to You or within ten (10) days of delivery if this Agreement is delivered to You at the time of sale, or within a longer time period permitted under this Agreement. Upon return of this Agreement within the applicable time period, if no claim has been made, this Agreement is void and We will refund to You, or credit Your account with, the full purchase price of this Agreement. The right to void this Agreement is not transferable and applies only to the original purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us.

Section 8 (Agreement Cancellation) is further amended as follows: We will mail a written notice to You at Your last known address in Our records at least ten (10) days prior to cancellation by Us, stating the effective date of and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use.

Section 9 (Insurance Statement) is amended to add: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. The name and address of the insurer are stated in this Agreement.