



Pure Promise Outdoor Protection Plan – RG27.03
Coverage Term Five (5) Years
Reporting Time Frame Thirty (30) Days

I. **General Terms.**

- A. This **PLAN** is not a contract of insurance or a warranty subject to the Federal Magnuson-Moss Act. The purchase of this **PLAN** is not required to either purchase **YOUR COVERED PRODUCT** or to obtain financing.
- B. Section titles of this **PLAN** are listed in bold, underlined font. Section titles are for ease of reference and reading and are of no legal meaning to this **PLAN**. They should not be used in the interpretation of this **PLAN**.
- C. Defined terms in this **PLAN** are in all-caps, bold font. The meaning of these words can be found in Section II of this **PLAN**.
- D. **YOU** acknowledge **YOUR** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this **PLAN**.

II. **Definitions.**

- A. **“ACCIDENTAL DAMAGE”** - any stain or damage that occurs suddenly as the result of a single, unavoidable, non-deliberate action.
- B. **“ACCUMULATION”** - a buildup of multiple stains or damages that have occurred over time and have not been addressed and cannot be attributed to a single incident.
- C. **“ADMINISTRATOR”** - the entity responsible for administering the **PLAN**, which is Palladio, LLC, 1700 Palm Beach Lakes Blvd., Suite 1100, West Palm Beach, FL 33401, (877) 478-2467.
- D. **“COVERED PRODUCT(S)”** - the outdoor furniture, defines as upholstery upholstered furniture, chairs, umbrellas made of materials designed for outdoor use including resin rattan, strapping, sling, metals, and wood that **YOU** purchased new and is used for residential purposes (personal, family, or household use) that is covered by this **PLAN**, as indicated on the invoice and/or cash register receipt.
- E. **“COVERAGE TERM”** - the years of coverage under this **PLAN** starting on the **EFFECTIVE DATE** and in effect for the specified number of years indicated in the header of this page.
- F. **“EFFECTIVE DATE”** - the date on which **YOUR COVERED PRODUCT** is delivered to **YOU** and **YOU** qualify for coverage under this **PLAN**.
- G. **“PLAN”** - this Service Contract, including the invoice and/or cash register receipt.
- H. **“REPORTING TIME FRAME”** - the maximum number of days within the **COVERAGE TERM** after discovery of the stain or damage that is reportable to **US** in order to qualify for service under this **PLAN** as specified in Section VII. This time period is indicated in the header of this page.
- I. **“RETAILER”** - the store, website, or outlet where the **COVERED PRODUCT(S)** and the **PLAN** were purchased.
- J. **“RTO TRANSACTION”** - a Rent-to-Own Transaction, where the **COVERED PRODUCT(S)** was initially acquired under a rental or lease purchase transaction.
- K. **“WE”**, **“US”**, **“OUR”**, and **“OBLIGOR”** - the company obligated under this **PLAN** as referenced in Section III “Obligor” of this **PLAN**.
- L. **“YOU”** and **“YOUR”** - the purchaser of this **PLAN** as shown on the invoice and/or cash register receipt, including the **LESSEE** if the **COVERED PRODUCT** is the subject of an **RTO TRANSACTION**.

III. **Obligor.** The **OBLIGOR** of this **PLAN** depends on the state in which **YOU** purchased the **PLAN**.

- A. In Florida and Oklahoma, the **OBLIGOR** of the **PLAN** is LYNDON SOUTHERN INSURANCE COMPANY, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698, Oklahoma License No. 44200929.
- B. In Arizona, Colorado, Hawaii, North Carolina, New Mexico, Virginia, Washington and Wyoming the **OBLIGOR** of the **PLAN** is 4Warranty Corporation, 10751 Deerwood Park Blvd., Suite 200, Jacksonville Florida 32256 (800-867-2216).
- C. In all other states, the **OBLIGOR** of the **PLAN** is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401, receiving mail at P.O. Box 11355, West Palm Beach, Florida 33419.
- D. **WE** reserve the right to transfer **OUR** obligations to another properly licensed entity.

IV. **Your Responsibilities.** **YOU** are responsible to report each accident as it occurs within the **REPORTING TIME FRAME**. This **PLAN** is not a maintenance or cleaning contract. In order to receive coverage under this **PLAN**, **YOU** must maintain **YOUR COVERED PRODUCT** as recommended by the manufacturer in accordance with the Manufacturer’s Owner’s Manual or Guide, or alternatively to be eligible to receive coverage, by using **OUR** recommended product(s) to maintain **YOUR COVERED PRODUCT**. The list of recommended products can be found at **OUR** website www.warrantyservice.com. All fabrics are subject to general soiling and this warranty does not eliminate the need for routine care. Routine cleaning and preventive maintenance, protection from direct sunlight when possible, and protection from prolonged exposure to heat sources and vents as well as use of the **COVERED PRODUCT** within the manufacturer guidelines are **YOUR** responsibility to be eligible for service.

V. **What Is Covered.** This **Plan** provides coverage for certain **ACCIDENTAL DAMAGE**, resulting from a single incident, as well as specific non-accidental coverage listed in this section, except for items listed in the Section VI. Exclusions and Limitations. Only the following are covered under this **PLAN**:

A. **ACCIDENTAL DAMAGE ON YOUR COVERED PRODUCT:**

- 1. Accidental stain attributed to a single incident (excluding **ACCUMULATION** or general soiling as defined below);
- 2. Accidental mark rips, tears, burn, and accidental surface damages that penetrate the finish

B. **Additional non-accidental coverage:**





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1. Breakage of frames, and mechanisms necessary for the proper functioning of the **COVERED PRODUCT**, including table tops and umbrellas.

VI. **Exclusions and Limitations.**

- A. **Service or replacement is limited to the damaged COVERED PRODUCT(S) only. The total value of such replacement is limited up to the value of the COVERED PRODUCT with a maximum of \$15,000.**
- B. **Not all types and causes of stains and damages are covered by the PLAN. No service or benefit is provided for any of the following:**
 1. **Anything not specifically listed in Section V. What is Covered;**
 2. **ACCUMULATION is considered to be avoidable and therefore not covered;**
 3. **Stain or damage to a product that is not a COVERED PRODUCT;**
 4. **Stain or damage to a COVERED PRODUCT that has already been replaced under this PLAN;**
 5. **Wear and Tear, which shall mean the expected decline in the condition of the COVERED PRODUCT through normal daily usage. Wear and Tear shall include, but not be limited to:**
 - a. **Scuffing, surface abrasions, wrinkles, pilling and fraying;**
 - b. **Loss of foam resiliency, as defined as softening and flattening of seat cushion cores, padding, foam, and fibers**
 - c. **Color loss or fading;**
 - d. **General soiling defined as build-up of dust, dirt, soil, or body oils occurring over time from normal use; and**
 - e. **Stains, dye transfer and/or damage that accumulate over time and is not the result of a singular incident or accident.**
 6. **Improper Care and Maintenance, including but not limited to:**
 - a. **ACCUMULATION;**
 - b. **Stain or damage resulting from cleaning methods or products other than those recommended by US and/or the manufacturer of YOUR COVERED PRODUCT;**
 - c. **Stain or damage caused during assembly of furniture or “Ready-To-Assemble” furniture, including self-installation;**
 - d. **Stain or damage caused by failure to comply with the manufacturer’s warranty;**
 - e. **Any costs YOU incurred cleaning or repairing YOUR COVERED PRODUCT without OUR prior authorization; and**
 - f. **Stain or damage caused by service, maintenance personnel or contractors.**
 7. **Misuse, including but not limited to:**
 - a. **Intentional drawing or writing on furniture is considered preventable and non-accidental;**
 - b. **Stain or damage as a result of using the furniture for anything other than its intended purpose. Including but not limited using chairs or tables as step stools or using YOUR furniture as a ladder;**
 - c. **COVERED PRODUCTS used for commercial or institutional purposes, such as doctors’ offices, waiting rooms, and home day care are considered misuse; and**
 - d. **Willful or intentional stain or damage to the COVERED PRODUCT.**
 8. **Ineligible Furniture or Components**
 - a. **Mattresses, except for futon covers and/or futon cushions;**
 - b. **Accessory pillows, throws or blankets;**
 - c. **“X” Cleaning Code fabrics (fabric that is not cleanable or non-colorfast), suede and nubuck leather;**
 - d. **Plastic ready-to-assemble PRODUCT(s);**
 - e. **Outdoor fireplaces, fire pits, or any outdoor electrically powered accessories;**
 - f. **COVERED PRODUCT(S) sold “as-is”, “pre-owned”, rental (other than an RTO Transaction), or non-residential outdoor furniture;**
 - g. **Pre-existing conditions, i.e., PRODUCT(S) sold that are stained and/or damaged at the time of purchase;**
 - h. **Windings, wrappings or bindings on rattan, bamboo, or wicker furniture made from natural or wood materials;**
 - i. **Any furniture intended for indoor use that is used outdoors; and**
 - j. **Batteries and/or corrosion damage from batteries.**
 9. **Stain or damage covered under any manufacturer’s warranty, or under any homeowners, renters, insurance policy or sellers guarantee;**
 10. **Stain or damage caused in transit, including delivery, moves between residences, or into or out of storage;**
 11. **Stain or damage occurring from incontinence or repetitive bodily fluid stains are not covered;**
 12. **Any and all odors, including those resulting from mold, mildew, or a covered stain;**





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13. **Animal damage;**
 14. **Rust or corrosion;**
 15. **External causes including fire, insects, rodents or infestation of any kind. Acts of nature, including but not limited to hurricanes, tornados, windstorm (winds 34+ mph), rain, flood, hail, earthquake or any other peril which cannot be foreseen or prevented;**
 16. **Stain or damage to COVERED PRODUCT(S) no longer in YOUR possession;**
 17. **Duplicate or multiple claims for the same reported issue; and**
 18. **Failures that occur outside of the 50 states of the United States of America and the District of Columbia.**
- C. **WE will exercise reasonable efforts in providing service under this PLAN, but neither WE nor the RETAILER shall be liable for any damage arising out of delays.**
- D. **OUR OBLIGATIONS UNDER THIS PLAN ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE. WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. Fraud results in higher costs to the consumer and is illegal. It is OUR policy to deny service and/or prosecute individuals that submit fraudulent claims.**
- VII. **How to Obtain Service.** YOU must file a claim within the **REPORTING TIME FRAME** by using the smartphone App available from Apple iTunes Store or Android Play Store, going to www.warrantyservice.com or by calling the **ADMINISTRATOR**. When filing a claim, YOU may be required to submit photos of the stained or damaged area of **YOUR COVERED PRODUCT**. Claims must be submitted within both the **REPORTING TIME FRAME** and **COVERAGE TERM** in order to be considered for service. No claims will be accepted after the **COVERAGE TERM**. YOU must obtain prior approval by **US** for any services provided under this **PLAN**.
- VIII. **Service Procedures.** Upon receiving a valid claim covered by this **PLAN**, **WE** may elect to repair or replace the **COVERED PRODUCT** or reimburse to **YOU** a portion of the purchase price of the **COVERED PRODUCT(S)** via settlement agreement, as follows:
- A. **Repair.** Provide cleaning advice, repair advice and/or repair products to aid in stain removal or repair of the damage. If the stain or damage persists, **YOU** may receive a no charge in-home visit by a professional furniture technician. The professional furniture technician will inspect **YOUR COVERED PRODUCT**, confirm that the reported stain or damage is covered, attempt to remove the stain or repair the damage of the covered item, and submit a report to **US**. An adult (of legal age) must be present at **YOUR** home when the on-site service is performed. If the technician determines that repairs must be made off-site, the damaged **COVERED PRODUCT** will be removed and returned at no cost to **YOU**, or,
 - B. **Replace.** If **WE** are unable to repair **YOUR COVERED PRODUCT**, **WE** may elect to replace the affected area or part of the **COVERED PRODUCT**. If the affected area or part cannot be replaced, **WE** may elect to issue **YOU** an authorization letter from **US** to select a new replacement piece of equal or lesser value to the original retail purchase price from the **RETAILER** from whom this **PLAN** was purchased. The authorization is valid for 60 days. **YOU** must select **YOUR** replacement within this time frame. This value excludes taxes, delivery fees, and **PLAN** purchase price. If the replacement selection retail purchase price is higher than the original retail purchase price, it is **YOUR** responsibility to pay for the difference. If **WE** replace **YOUR COVERED PRODUCT**, the original **COVERED PRODUCT** will become **OUR** property. **YOU** may be given the option of a full refund of **YOUR PLAN** purchase in lieu of cleaning, replacement, or reupholstering, should **YOU** decide to keep the original furniture in its present condition. We will not cover damage to a **COVERED PRODUCT** that has already been replaced under this **PLAN**. **YOU** may purchase another **PLAN** for such replaced **COVERED PRODUCT** if the replaced **COVERED PRODUCT** is/are not a part of a matching set. **WE** will not replace matching pieces of **COVERED PRODUCT(S)** that is/are not damaged or otherwise not eligible for coverage under this **PLAN**. In the case of a dining table and chairs set, **WE** will only replace damaged pieces if available. If the chair is unavailable, **WE** will replace the set of chairs. If the replacement set does not match the table, a matching table will be replaced. In the case for Sectionals (defined as upholstery designed and assembled as a single unit), **WE** will replace the individual piece if available. If a piece of the Sectional is unavailable, the entire Sectional will be replaced. In the event that the damage is to just the cushion(s) or umbrella(s), and there is no damage to the other **COVERED PRODUCTS** (chairs, frames, tables, etc), the replacement would be limited to the cushion(s) or umbrella(s) only if we are able to provide correctly sized cushions for the group. In the event that the damaged item is a cushion or umbrella offered separately and cannot be repaired or replaced, the **PLAN** will allow for reselection value of all cushions and umbrella(s). We will **not** replace pieces of product(s) that is/are not damaged or otherwise not eligible for coverage under this **PLAN**. If **YOUR** replacement selection retail purchase price is lower than **YOUR** original retail purchase price, no refund or credit shall be given under this **PLAN**. In the event **YOU** submit a covered claim for **ACCIDENTAL DAMAGE** that **WE** are unable to clean or repair and **RETAILER**, where you originally purchased **YOUR COVERED PRODUCT** has closed, changed ownership, or has stopped selling **COVERED PRODUCT** since **YOUR** purchase, this **PLAN** may be limited to service only or terminated and we will give you a pro rata refund of the original purchase price of this **PLAN** which will fulfill **OUR** obligation **PLAN**. Liability will be limited to a refund of the purchase price of the **PLAN YOU** purchased, or



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- C. **Reimburse.** If **WE** are unable to repair or replace **YOUR COVERED PRODUCT**, or where the cost of repair may exceed the current retail replacement value of **YOUR COVERED PRODUCT**, or replacement is required and either parts, matching fabric or matching leather needed for repair should become unavailable for **YOUR COVERED PRODUCT**, **WE** may offer to **YOU** the option to be partially reimbursed for the purchase price of **YOUR COVERED PRODUCT** via settlement agreement in an amount determined by **US**. Where **YOUR COVERED PRODUCT** was acquired under a **RTO TRANSACTION**, any reimbursement amount will be made to the owner, which will be the lessor if **YOU** have not purchased the **COVERED PRODUCT**. **YOUR** decision to accept reimbursement via settlement agreement must be made within the stated time frame in the written offer and will fulfill this **PLAN** in its entirety and will cancel and discharge all further obligations under this **PLAN**, where allowed by law. The amount of the settlement is determined by **US** by using several factors, including but not limited to, the type of **COVERED PRODUCT**, time remaining on **YOUR PLAN**, market cost of replacement **COVERED PRODUCT**, etc. In the event **YOUR PLAN** covers more than one **COVERED PRODUCT** that was sold as a set, coverage under the reimbursement settlement option shall be limited to the individual damaged item within the set. However, if replacement or reimbursement settlement is provided for a **COVERED PRODUCT(S)** that is a part of a matching set, coverage will still be in effect for the other matching pieces for the remainder of the **COVERAGE TERM**. This **PLAN** only covers the **COVERED PRODUCT(S)** listed on the sales receipt.
- IX. **RTO TRANSACTIONS.** Where the **COVERED PRODUCT** was initially acquired under an **RTO TRANSACTION**, any settlement or refund will be paid to the owner of the **COVERED PRODUCT** at the time the settlement is made. This will be the lessor if **YOU** have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this **PLAN** and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the **COVERED PRODUCT** shall be the responsibility of the Lessee during the term of any **RTO TRANSACTION** except as provided by law. Any reference to purchased, sold, or similar terms shall also include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the **RTO TRANSACTION** and not the lessor.
- X. **Parts.** Materials furnished as replacements for parts will be drawn from the original manufacturer, the **RETAILER**, or the service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under the provisions of the manufacturer's warranty while still in effect and then by **OUR PLAN** during the remainder of the **COVERED TERM**. **WE** are not responsible for dye lot variation of the replacement part.
- XI. **Manufacturer's Warranty.** This **PLAN** is effective during the term of the manufacturer's warranty and thereafter until the end of the **COVERAGE TERM**. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this **PLAN** and are the responsibility of the manufacturer. If **YOU** should call for service on a **COVERED PRODUCT** covered under the manufacturer's warranty, **WE** will refer **YOU** to the **RETAILER**.
- XII. **Renewal.** This **PLAN** is not renewable.
- XIII. **Transfer.** This **PLAN** is not transferable.
- XIV. **Cancellation.**
- A. **Cancellation by YOU.** **YOU** may cancel this **PLAN** at any time for any reason by mailing a written request for cancellation and the original copy of this **Plan** to the **ADMINISTRATOR**, P.O. Box 11355, West Palm Beach, FL 33419, (877) 478-2467. If **YOU** cancel this **PLAN** within the first 30 days after receipt of this **PLAN** and have not made a claim, **YOU** will receive a full refund of the price of this **PLAN**. If **YOU** cancel after the first 30 days from receipt of this **PLAN** or at any time after **WE** have paid a claim, **YOU** will receive a pro rata refund based on the period remaining on **YOUR PLAN**, less an administrative fee, not to exceed 10% of the price of the **PLAN** or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.
- B. **Cancellation by US.** If **WE** cancel, **YOU** shall be refunded the unearned pro rata purchase price of this **PLAN**, less any claims paid. **WE** may not cancel this **PLAN** except for a) fraud, b) material misrepresentation by **YOU**, c) non-payment by **YOU**, d) for violation of any of the terms and conditions of the **PLAN**, and e) if required to do so by any regulatory authority. If this **PLAN** was inadvertently sold to **YOU** on a product which was not intended to be covered by this **PLAN**, **WE** will cancel this **PLAN** and return the full purchase price of the **PLAN** to **YOU**.
- XV. **Deductible.** There is no deductible payment required for the coverage described in this **PLAN**.
- XVI. **Insurance Backing.** OBLIGATIONS TO PERFORM UNDER THIS **PLAN** ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, FLORIDA, GEORGIA, NEW YORK, OKLAHOMA, WASHINGTON, AND WISCONSIN.

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FLORIDA 32256 (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

NEW YORK AND WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD.,





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SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS AFTER **YOU** PROVIDE PROOF OF LOSS COVERED BY THIS **PLAN**, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS **PLAN**, **YOU** MAY SUBMIT **YOUR** CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

FINANCIAL GUARANTEE:

IN WASHINGTON, OBLIGATIONS UNDER THIS **PLAN** ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE **PLAN** HAS BEEN DENIED OR HAS NOT BEEN HONORED **YOU** MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.

XVII. **How to file a dispute:** The **ADMINISTRATOR** adjudicates **YOUR** claim to the terms and conditions of this **PLAN**. If **YOU** disagree with the **ADMINISTRATOR'S** decision, **YOU** may file a dispute by emailing disputes@palladio.biz or logging into www.warrantyservice.com. Please review the **WHAT IS COVERED** and the **EXCLUSION AND LIMITATIONS** sections of this **PLAN** prior to submitting a dispute. Disputing a claim outcome will require **YOU** to submit in writing the specific coverage in this **PLAN** that supports **YOUR** dispute. Disputes will be reviewed and a final decision will be rendered to **YOU** in writing within 30 Days.

XVIII. **Arbitration. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.**

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

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **YOU** have a right to attend the arbitration hearing in person. **YOU** may choose to have any arbitration hearing held in the county in which **YOU** live, the closest AAA location to **YOUR** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **YOU** initiate arbitration with AAA, **YOU** must pay any AAA filing fee in effect at the time **YOU** initiate arbitration. **WE** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **WE** initiate arbitration against **YOU**, **WE** will pay **YOUR** filing fee and all costs associated with the arbitration. **WE** shall bear the expense of **YOUR** reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **YOUR** Claims to be frivolous, **YOU** shall bear all of **YOUR** own expenses, including all attorney's fees. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in a court of law or equity rather than in arbitration.

NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR





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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.

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

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT.

- XIX. **Entire Agreement.** This **PLAN**, together with **YOUR** sales receipt or other proof of purchase of the **COVERED PRODUCT(S)**, shall collectively constitute the entire **PLAN** relating to **YOUR** coverage. These documents will confirm **YOUR** eligibility to receive service under this **PLAN**. **YOUR** sales receipt describes the **COVERED PRODUCT(S)** and the **COVERAGE TERM** of this **PLAN**. No verbal or written representations by any retailer or marketing materials outside of this **PLAN** shall be of any legal effect to this **PLAN**.
- XX. **Severability.** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.
- XXI. **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:** **YOU** agree and acknowledge that **YOU** have paid an additional fee for this **PLAN** that is separate and apart from the purchase price **YOU** paid for the **COVERED PRODUCT(S)**. Because of that separately stated consideration, **YOU** agree and acknowledge that this **PLAN** is not part of the basis of the bargain for **YOUR** purchase of the **COVERED PRODUCT(S)**. **YOU** further agree and acknowledge that **WE**, and the **ADMINISTRATOR** under this **PLAN**, are not the supplier of the **COVERED PRODUCT(S)**. Consequently, this **PLAN** is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this **PLAN** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".
- XXII. **LIMITATION OF LIABILITY: THIS PLAN SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PLAN.**

State Specific Required Disclosures and Terms and Conditions. The following state specific requirements are added to and become part of **YOUR PLAN** based upon the state in which **YOU** purchased this **PLAN** and supersede any other provision to the contrary:

Alabama: Section XIV. Cancellation 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 **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment or a material misrepresentation by **YOU** to **US** relating to the **COVERED PRODUCT(S)** or its use.

Arizona: Section XIV. Cancellation is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. The administrative fee assessed may not exceed ten percent (10%) of the amount **YOU** paid for this **PLAN**. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Affairs Division, (800) 325- 2548. Exclusions listed in the **PLAN** apply once the **COVERED PRODUCT** is owned by **YOU**. **WE** may not cancel or void this **PLAN** for any of the following reasons: due to acts or omissions by **US**, **OUR** assignees or **OUR** subcontractors for **OUR**/their failure to provide correct information or **OUR**/their failure to perform the services or repairs provided in a timely, competent, workmanlike manner; pre-existing conditions that were known or that reasonably should have been known by **US** or the person selling this **PLAN** on **OUR** behalf; prior use or unlawful acts relating to the **COVERED PRODUCT**; misrepresentation by **US** or the person selling this **PLAN** on **OUR** behalf; and ineligibility for the program. This **PLAN** may not exclude pre-existing conditions if such conditions were known or should reasonably have been known by **US** o

Arkansas: Section XIV. Cancellation 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 **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to





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the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

California: Section XIV. Cancellation 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 **PLAN**. For all **COVERED PRODUCTS** other than home appliances and home electronic products, if the **PLAN** is cancelled: (a) within sixty (60) days of receipt of this **PLAN**, **YOU** shall receive a full refund of the purchase price of this **PLAN** provided no service has been performed, (b) within the first sixty (60) days of receipt of this **PLAN** but a claim has been made, **YOU** shall receive a pro rata refund, less the cost of any service received or (c) after sixty (60) days, **YOU** will receive a pro rata refund, less the cost of any service received and less an administrative fee, not to exceed 10% of the price of the **PLAN** or twenty-five dollars (\$25.00), whichever is less. 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 1-916-999-2041, 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. Informal dispute resolution is not available.

Colorado: Section XIV. Cancellation 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 **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **Us**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. There is no administrative fee if **WE** cancel this **PLAN**.

Connecticut: If **YOU** purchased this **PLAN** in Connecticut, **YOU** may pursue mediation to settle disputes between **YOU** and the provider of this **PLAN**. If the parties to this **PLAN** cannot reach agreement, then **YOU** may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute including any attempts made to resolve the dispute and the results of such attempts, identify the price of the **COVERED PRODUCT** and the cost of repair, and include a copy of this **PLAN**. In the event **YOUR COVERED PRODUCT** is being serviced by an authorized service center when this **PLAN** expires, the term of this **PLAN** will be extended until covered repair has been completed. Section XIV. Cancellation 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. If **YOU** purchased this **PLAN** in CT, the Provider of this **PLAN** and the entity responsible for fulfilling the terms of this **PLAN** is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401 (866) 598-9853, receiving mail at P.O. Box 11355, West Palm Beach, Florida 33419.

District of Columbia: Section XIV. Cancellation 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 **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **Us**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use.

Florida: This **PLAN** is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and **YOU**, the purchaser. If **YOU** cancel this **PLAN**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **YOUR** behalf. If this **PLAN** is cancelled by the Provider or a, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **YOUR** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** Section XVII. Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: Coverage under this **PLAN** is effective upon the expiration of the shortest portion of the manufacturer's warranty. Section XIV. If **YOU** cancel the **PLAN** within thirty (30) days of the **PLAN** effective date, **WE** will refund **YOU** one hundred percent (100%) of the amount **YOU** paid for the **PLAN**, less any claims paid. After thirty (30) days, **WE** shall refund **YOU** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If **YOU** cancel this **PLAN** within thirty (30) days of the **PLAN** effective date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **PLAN** to **US**.

WE may cancel this **PLAN** for non-payment of the **PLAN** purchase price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **WE** cancel this **PLAN**, **WE** shall refund **YOU** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price.

Section VI. "Exclusions and Limitations" section of this **PLAN**, exclusion (8(g.) is amended to read: **Pre-existing conditions known to YOU, i.e., COVERED PRODUCT sold that are stained and/or damaged at the time of purchase;**

Section XVIII. Arbitration of the Agreement is removed.

Hawaii: Section XIV. Cancellation 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 **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use.

Iowa: Section XIV. Cancellation is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within





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thirty (30) days of receipt of returned Service Agreement.

Kentucky: **YOU** are entitled to make a direct claim against the insurer if **WE** fail to pay any covered claim within sixty (60) days after the claim has been filed. The insurer is: LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256.

Maine: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. 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 **PLAN** to the provider. The administrative fee assessed may not exceed ten percent (10%) of the amount **YOU** paid for this **PLAN**. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

Maryland: Section XIV. Cancellation 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. This **PLAN** is extended automatically when **WE** fail to perform the services under this **PLAN**. This **PLAN** does not terminate until the services are provided in accordance with the terms of the **PLAN**.

Massachusetts: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**.

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

Minnesota: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. **WE** will provide prior notice of cancellation at least five (5) days prior to cancellation by **US** if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding **ARBITRATION** agreement.
- 2.) The **ARBITRATION** agreement requires that any dispute related to **YOUR** coverage must be resolved by arbitration and not in a court of law.
- 3.) The results of the arbitration are final and binding on **YOU** and **US**.
- 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **YOU** become an **PLAN HOLDER** under this **PLAN** **YOU** must resolve any dispute related to the **PLAN** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.

Should **YOU** need additional information regarding the binding arbitration provision in the **PLAN**, **YOU** may contact **US** at 777 South Flagler Drive, West Palm Beach, Florida, 33401.

Missouri: A claim against the provider shall also include a claim for return of the unearned provider fee. Section XIV. Cancellation 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 **PLAN**. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

Montana: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use.

Nevada: Section XIV. Cancellation is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. After this **PLAN** has been in effect for 70 days, **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the following grounds: **YOUR** failure to pay an amount when due; **YOUR** conviction of a crime which results in an increase in the service required under this **PLAN**; discovery of fraud or material misrepresentation by **YOU** in obtaining the **PLAN** or in presenting a claim for service thereunder; discovery of an act or omission by **YOU**, or a violation by **YOU** of any condition of





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this **PLAN**, which occurred after the **EFFECTIVE DATE** of this **PLAN** and which substantially and materially increases the service required under the **PLAN**; or a material change in the nature or extent of the required service or repair which occurs after the **EFFECTIVE DATE** of the **PLAN** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **PLAN** was issued or

sold. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. There is no administrative fee if **WE** cancel this **PLAN**. 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 **PLAN**. Section XVII. Arbitration of this **PLAN** is removed. This **PLAN** 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, **ADMINISTRATOR** will not automatically suspend all coverage. Rather, this **PLAN** 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 **PLAN**.

If **YOU** are not satisfied with the manner in which **WE** are handling a claim under this **PLAN**, **YOU** may contact the Nevada Division of Insurance toll free at 888-872-3234.

References to administrative fees under **Section XIV**. Cancellation is hereby amended to “cancellation fees”.

New Hampshire: In the event **YOU** do not receive satisfaction under this **PLAN**, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. Section XVII. Arbitration of this **PLAN** is removed.

New Jersey: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**.

New Mexico: Section XIV. Cancellation is amended as follows: After this **PLAN** has been in effect for 70 days, **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the following grounds: **YOUR** failure to pay an amount when due; **YOUR** conviction of a crime which results in an increase in the service required under this **PLAN**; discovery of fraud or material misrepresentation by **YOU** in obtaining the **PLAN** or in presenting a claim for service thereunder; or discovery of an act or omission by **YOU**, or a violation by **YOU** of any condition of this **PLAN**, which occurred after the **EFFECTIVE DATE** of this **PLAN** and which substantially and materially increases the service required under the **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. There is no administrative fee if **WE** cancel this **PLAN**. 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 **PLAN**.

New York: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**. Section XVI **Insurance Backing** is amended as follows: Obligations of the provider under this **PLAN** 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.

North Carolina: Section XIV. Cancellation is amended as follows: **WE** may not cancel this **PLAN** except for nonpayment by **YOU** or for direct violation of any of the terms and conditions of this **PLAN**.

Oklahoma: This **PLAN** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XIV. Cancellation is amended as follows: In the event **YOU** cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **YOUR** behalf. In the event **WE** cancel this **PLAN**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **YOUR** behalf. If **WE** cancel this **PLAN** there is no administrative fee. **ARBITRATION** – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and neither 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 **PLAN**, 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. Section XIV. Cancellation is amended as follows: **YOU** 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 PLAN** is returned to the provider. Section XVII. Arbitration of this **PLAN** is removed. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician’s report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

South Carolina: If **YOU** purchased this **PLAN** in South Carolina, complaints or questions about this **PLAN** may be directed to the South Carolina



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Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**.

Texas: If **YOU** purchased this **PLAN** in Texas, unresolved complaints concerning providers and administrators or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: Palladio, LLC, 1700 Palm Beach Lakes Blvd, Suite 1100, West Palm Beach, FL 33401, (877) 778-2458, TX Lic # 255. Section XIV. Cancellation is amended as follows: There is no administrative fee if this **PLAN** is cancelled within thirty (30) days of delivery. If **YOU** cancel within thirty (30) days of delivery and **YOU** have made a claim under the **PLAN**, **YOU** shall receive a refund of the full purchase price of the **PLAN** less claims paid. A ten percent (10%) penalty of the amount outstanding per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. **YOU** 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 PLAN** is returned to the provider. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, fraud or material misrepresentation by **YOU** to **US** or the **ADMINISTRATOR**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. There is no administrative fee if **WE** cancel this **PLAN**.

Utah: This **PLAN** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **PLAN** 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 **PLAN** does not invalidate or reduce a claim. Section XIV. Cancellation is amended as follows: **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the following grounds: **YOUR** nonpayment; material misrepresentation; substantial change in the risk assumed, unless **WE** should reasonably have foreseen the change or contemplated the risk when entering into the **PLAN**; or substantial breaches of contractual duties, conditions, or warranties. If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation. Cancellation will be effective no sooner than thirty (30) days after the delivery or first-class mailing of the written notice. If **WE** cancel this **PLAN** for **YOUR** nonpayment, cancellation will be effective no sooner than ten (10) days after delivery or first class mailing of the written notice. The notice of cancellation must be in writing to **YOU** at **YOUR** last known address and contain all of the following: (1) the **PLAN** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. Any matter in dispute between **YOU** and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both **YOU** and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply. Obligations of the provider of this **PLAN** are guaranteed under a reimbursement insurance policy issued by Lyndon Southern Insurance Company. Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

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

Washington: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least twenty-one (21) days prior to cancellation by **US**. **YOU** are not required to wait sixty (60) days before filing a claim directly with the insurer. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

Wisconsin: Section XVII. Arbitration of this **PLAN** is removed. Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. **WE** may only cancel this **PLAN** for **YOUR** nonpayment of the provider fee, **YOUR** material misrepresentation to **US** or the **ADMINISTRATOR**, or **YOUR** substantial breach of duties relating to the **COVERED PRODUCT(S)** or its use. **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 **YOUR PLAN**, **YOU** must first return to the **RETAILER** or to the **ADMINISTRATOR** should the **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 **PLAN**. Failure to furnish such notice or proof within the time





Pure Promise Outdoor Protection Plan – RG27.03
Coverage Term Five (5) Years
Reporting Time Frame Thirty (30) Days

required by this **PLAN** does not invalidate or reduce a claim. A ten percent (10%) penalty per month of the refund amount outstanding shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. If **ADMINISTRATOR** fails to provide, or reimburse or pay for, a service that is covered under this **PLAN** 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. In the event of a total loss of property that is not covered, **YOU** shall be entitled to cancel the **PLAN** and receive a pro rata refund of any unearned provider fee, less any claims paid. Therefore in this specific situation no fee may be assessed to **YOU**.

Wyoming: Section XIV. Cancellation is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least ten (10) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** 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 **PLAN**. Section XVII. Arbitration of this **PLAN** is removed.