

**AGREEMENT**  
**ADJUSTABLE BED POWER BASE REPAIR PLAN**  
This Agreement is not a Contract of Insurance

Please read this Agreement carefully, as it describes the protection you will receive in return for payment by you. You must keep your sales invoice and receipt for the product you purchased as they are integral parts of this Agreement and you may be required to produce them in order to obtain service. Refer to the Declarations Page of this Agreement, or your sales receipt or invoice to determine the term of this Agreement and if there is a deductible required to obtain service.

**IMPORTANT: PLEASE READ THE MANUFACTURER'S OWNERS MANUAL FOR YOUR ADJUSTABLE BED POWER BASE CAREFULLY. YOU MUST MAINTAIN THE COVERED PRODUCT AS INSTRUCTED IN THE OWNERS MANUAL. THE OWNER'S MANUAL PROVIDES PRODUCT RATINGS AND RESTRICTIONS SPECIFIC TO WEIGHT LIMITS AND LIFT MOTOR AND MESSAGE MOTOR USAGE. EXCEEDING THESE RESTRICTIONS OR FAILING TO MAINTAIN THE POWER BASE IN ACCORDANCE WITH THE OWNERS MANUAL MAY VOID YOUR MANUFACTURER'S WARRANTY AND THIS AGREEMENT.**

**NOTICE:** (1) The purchase of this Agreement is not required to either purchase your product or to obtain financing; (2) Any person who knowingly and with intent to injure, defraud or deceive any insurer and files a statement of claim or any application containing false, incomplete or misleading information may be guilty of a felony of the third degree.

**HOW TO GET SERVICE:** ALL REPAIRS MUST BE AUTHORIZED BY THE ADMINISTRATOR PRIOR TO PERFORMANCE OF WORK. CLAIMS ON UNAUTHORIZED REPAIRS MAY BE DENIED.

- (1) Call US toll-free (800) 867-2216 between the hours of 8:00 AM and 5:00 PM eastern standard time Monday through Friday, or You may file Your claim online at [www.4repairs.net](http://www.4repairs.net).
- (2) Service will be performed in Your home. The authorized servicer may opt to remove the Covered Product or a component to perform service in-shop. Your product will be returned upon completion.
- (3) Additional time and mileage charges for in-home repairs outside of a twenty-five (25) mile radius or the normal service radius of the authorized service center are not covered by this Agreement, and are Your responsibility.
- (4) You may be asked for a valid credit card number prior to service being performed.
- (5) There may be a deductible to obtain service if indicated in the Declarations Page, Your receipt or sales invoice.
- (6) If You refuse service on Your Covered Product after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.

**DEFINITIONS:**

- (1) "We", "Us" and "Our" mean the company obligated under this Agreement, 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216, in all states except in Florida and Oklahoma where it is Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698, and in Wisconsin where it is The Service Doc Inc., 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800) 867-2216;
- (2) "You" and "Your" mean the purchaser of the Covered Product(s), including the Lessee, if the product was acquired under a lease-to-own arrangement (collectively, "LTO Arrangement"), and any authorized transferee/assignee of the purchaser;
- (3) "Administrator" means 4warranty Corporation, 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, (800) 867-2216;
- (4) "Selling Retailer" means the entity selling the Covered Product and this Agreement;
- (5) "Covered Product" means the Adjustable Bed Power Base You purchased concurrently with and is covered by this Agreement; and
- (6) "Power Base" or "Power Foundation", for the purpose of this Agreement, means the lifting and lowering mechanisms, lift or drive motor, massage motor (if applicable) and electrical components (including remote control) of an adjustable bed.

**TERM & COVERAGE:** The term of this Agreement begins on the date of delivery of Your Covered Product, includes the manufacturer warranty period and continues for the period indicated on the face of this Agreement or as indicated in the Declarations Page, Your sales receipt or invoice. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty, except damage from electrical surge commences upon product delivery. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. **THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.**

**WHAT IS COVERED:** THIS AGREEMENT COVERS ONLY THE ADJUSTABLE BED POWER BASE. During the term of this Agreement We will only pay:

- (1) The cost of labor to repair or replace the powerbase lifting and lowering mechanism, and
- (2) The cost of labor and parts to repair or replace only the electrical components of the powerbase including the lift (drive) motor, massage motor (if applicable), AC/DC transformer (if applicable), remote control and receiver, junction box and power-down box when required due to a mechanical or electrical breakdown including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered.

**WE DO NOT COVER MATTRESSES, BOX SPRINGS, BED BASE AND RAILS, HEADBOARD, FOOTBOARD OR ANY OTHER COMPONENT ON YOUR ADJUSTABLE BED NOT SPECIFICALLY LISTED ABOVE UNDER "WHAT IS COVERED".**

Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the Power Base will be replaced as solely determined by Us with a product of similar features and function.

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

**LIMIT OF LIABILITY:** Our limit of liability under this Agreement is the cost of authorized repairs or replacement not to exceed the original purchase price of the Covered Product, excluding sales tax, diagnostic fees, and delivery and installation costs. In the event the total cost of repairs or replacement equals Our limit of liability, We will no longer have any obligation under this Agreement. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.**

**WHAT IS NOT COVERED:** We do not cover the following:

- (A) Products not originally covered by a manufacturer's warranty;
- (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs;

- (C) Cleaning; Periodic checkups; preventive maintenance;
- (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models and demonstrations models;
- (E) Parts or repairs due to normal wear and tear unless tied to a breakdown; items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, fuses, light bulbs, heating elements, etc.;
- (F) Damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the covered product, unauthorized modifications or alterations to a covered product;
- (G) Failure to follow the manufacturer's instructions in the owner's manual and exceeding usage restrictions;
- (H) External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- (I) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the covered product is at an authorized service center or awaiting parts;
- (J) Any product used in a commercial setting or rental basis (other than and LTO Arrangement) including hospitals, nursing homes and eldercare facilities;
- (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia;
- (L) Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents;
- (M) Unauthorized repairs and/or parts;
- (N) Cost of installation, setup, diagnostic charges, removal or reinstallation of the covered product, except as provided herein;
- (O) Accessories used in conjunction with a covered product (except remotes) including but not limited to electrical cords and power strips;
- (P) Service where no problem can be found; noises; squeaks; rust or corrosion of any kind;
- (Q) Breakdowns which are not reported to US during the term of this Agreement;
- (R) Mattresses, box springs, bed frame and frame components, bed rails, headboard and footboard or any other component not specifically listed as covered in "WHAT IS COVERED";
- (S) Damage or breakdown caused by improper assembly or obstructions; service calls for educational purposes; programming remotes; failure of remote or powerbase to operate properly due to interference with radio or other signals; and
- (T) Any other loss other than a covered breakdown.

THIS AGREEMENT WILL NOT COVER BODILY INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL 4WARRANTY CORPORATION, OUR INSURER(S) OR ANY OF OUR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.

**CONDITIONS:**

Renewal: This Agreement is not renewable.

Transferability: This Agreement is not transferable.

Territories: The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories.

Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

Arbitration: In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding.

Cancellation: You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available, and You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

**INSURANCE:** THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY "INSURANCE COMPANY OF THE SOUTH", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN NEW YORK, RHODE ISLAND AND WISCONSIN WHERE THE OBLIGOR IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

**FINANCIAL GUARANTEE:**

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

**STATE REQUIREMENTS AND DISCLOSURES:**

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

Arizona: In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (D) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

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

California: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Informal dispute resolution is not available.

Connecticut: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the

dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Product or the Product is sold, lost, stolen, or destroyed.

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

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (D) is removed and replaced with: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD USED OR "AS-IS", INCLUDING BUT NOT LIMITED TO FLOOR MODELS AND DEMONSTRATIONS MODELS;

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

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

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

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

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

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

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

Mississippi: ARBITRATION section of this Agreement is removed.

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

Nevada: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement. ARBITRATION section of this Agreement is removed.

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

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

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

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

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

Oklahoma: This Agreement is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: The insurance fraud warning statement on page 1 is removed in its entirety. Upon failure of the Obligor to perform under the Agreement, the insurer shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and any service that the Obligor is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: You, the Service Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which Your Agreement is returned to the provider. ARBITRATION section of this Agreement is removed.

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

Texas: If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: 4warranty Corporation, 10151 Deerwood Park

Bldv, Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216) Lic # 275. CANCELLATION section is amended as follows: You, the Service Agreement Holder may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which Your Agreement is returned to the provider.

Utah: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

Any matter in dispute between You and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

EMERGENCY SERVICE: If after 5pm Eastern Time, you are unable to reach US at 800-867-2216 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in your phone book or online. Mail Us your original repair bill along with the technician's report and a copy of the Agreement to the address at the top of this Agreement for reimbursement. All coverage and exclusions in this agreement will apply.

Washington: All references to Obligor throughout this Agreement are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement holder's permanent residence. You may file a direct claim with the Service Provider at any time.

EMERGENCY SERVICE section is amended as follows: If after 5pm Eastern Time, You are unable to reach Administrator at and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement. All coverage and exclusions in this agreement will apply.

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

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