

ADJUSTABLE BED SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS

**Administrator** shall mean ProtectAll USA, LLC 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180. **1-888-216-8519** or Our authorized third-party provider used to process claims payments and/or cancellation refunds. **“We”, “Us” and “Our”** shall mean the Obligor.

**Plan Provider or Obligor:** The Provider/Obligor under this Service Agreement is CNA Warranty Services, Inc. in all states except Florida and CNA Warranty Services of Florida, Inc. in Florida.

**“You” or “Your”** shall mean the consumer or purchaser of the Adjustable Bed covered by this Service Agreement including the lessor of the Furniture (“Lessor”), if the Adjustable Bed was acquired under a lease-to-own arrangement (“LTO Arrangement”). **“Service Agreement”** or **“Agreement”** or **“Plan”** shall mean this document together with Your original purchase receipt. **“Plan”** refers to the Adjustable Bed Service Agreement. **“Product”** means the furniture care kit and other protection and repair products or advice that We may provide. **“Retailer”** means the authorized entity selling You the Plan. **“Adjustable Bed”** means the qualifying adjustable bed described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**

**PLAN TERM:** The coverage for this Plan is five (5) years, with the beginning date commencing from the date of covered Adjustable Bed delivery.

**WHAT IS COVERED:**

In consideration of payment of the Service Agreement price. This Service Agreement provides for either the repair or replacement of the Adjustable Bed subject to the terms and conditions below. This Agreement does not cover repair or replacement of the Adjustable Bed for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

- a) **Repair Protection:** If Your Adjustable Bed is eligible for repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your Adjustable Bed to its standard operating condition provided the Adjustable Bed, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship.
- b) **Replacement Protection:** If Your Adjustable Bed is eligible for replacement protection this Agreement provides for a one-time replacement of your Adjustable Bed throughout the term of this Agreement. Replacement Adjustable Bed may be new or refurbished that perform to factory specifications of the original Adjustable Bed. If a like or kind product is unavailable, You may receive the original value of the Adjustable Bed, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or Us. You may be required to ship the Adjustable Bed to a designated facility for inspection. If You moved outside of service area You will not be required to ship the Adjustable Bed back.
- c) **Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If Your product is damaged as a result of a power surge, We will service your Adjustable Bed in accordance with the terms herein.
- d) **No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the Adjustable Bed with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at Our sole discretion.
- e) **Adjustable Beds Devices:** Coverage against defects or damage under normal residential use in conjunction with the manufacturer’s warranty for 5 years from the date of purchase as indicated on your receipt. The covered items are Adjustable Bed Base Motor, Mechanisms, Electrical Components, and Controllers.

**Terms:**

- a) **Repair Plans:** This Service Agreement shall commence upon the date of the Adjustable Bed purchase or delivery, whichever occurs last. The Adjustable Bed manufacturer has primary responsibility for replacement or repair of the covered Adjustable Base during the manufacturer’s warranty period.
- b) **Replacement Plans:** This Service Agreement commences upon expiration of the shortest portion of the manufacturer’s original written warranty and terminates completely upon replacement of Your product or at the end of the term specified years for the plan You purchased. All Adjustable Bed replaced under this Plan are the property of Us in their entirety.

**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 Adjustable Bed at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the Adjustable Bed. 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 Adjustable Bed 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:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Adjustable Bed, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the Adjustable Bed with a new, rebuilt or refurbished Adjustable Bed of equal or similar features and functionality, We will have no further obligations under this Service Agreement.

**To Obtain Service:** If the covered Adjustable Bed requires service call **Administrator** toll-free at **1-888-216-8519** or online at [www.myprotectall.com](http://www.myprotectall.com) and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. **NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT.** We reserve the right to inspect the Adjustable Bed from time to time. Service will be provided during normal business hours and in the USA only.

**Your Responsibilities:** You must follow the instructions for use contained in the owner’s manual of the Adjustable Bed. You must have the Adjustable Bed maintained in accordance with the manufacturer’s recommendations, as outlined in the owner’s manual. Failure to maintain the Adjustable Bed in accordance with the manufacturer’s instructions may result in denial of coverage under this Agreement.

**Purchaser Records:** You may be required to provide proof of purchase as a condition for receiving service under the Service Agreement. **Your Original Purchase Receipt and This Service Agreement Should Be Kept in a Safe Place.**

**WHAT IS NOT COVERED:**

1. ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA

2. EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY
3. REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY
4. MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; ON ADJUSTABLE BEDS DAMAGE FROM EXCEEDING WEIGHT LIMIT RESTRICTIONS AS SET FORTH IN THE USERS MANUAL (350 POUNDS FOR A SINGLE UNIT; 130 POUNDS ON EITHER END (HEAD OR FOOT) WHEN RAISED
5. UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS
6. COSMETIC DAMAGE TO CASE OR CABINETS OR OTHER NON-OPERATING PARTS OR COMPONENTS
7. LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR PET DAMAGE, RODENT OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT
8. ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION
9. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT
10. SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS
11. ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED
12. FAILURES TO ADJUSTABLE BED CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE
13. DEFECTS OF MANUFACTURER MATERIAL AND WORKMANSHIP, ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT
14. FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
15. MATTRESSES, FRAMES AND CABLING AS WELL AS CONSUMABLES SUCH AS BATTERIES
16. PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS
17. REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN
18. ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER
19. DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE
20. CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION
21. SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT
22. CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS
23. SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER
24. CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED ADJUSTABLE BED INTO A CUSTOM INSTALLATION
25. CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT ADJUSTABLE FAILURES
26. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THIS SERVICE AGREEMENT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, EXPENSE, FINES, PENALTIES OR ANY OTHER AMOUNT DIRECTLY OR INDIRECTLY CAUSED BY, IN CONNECTION WITH, OR IN ANY WAY INVOLVING OR ARISING OUT OF ANY OF THE FOLLOWING –INCLUDING ANY FEAR OR THREAT THEREOF, WHETHER ACTUAL OR PERCEIVED:
  - a. ANY INFECTIOUS DISEASE, VIRUS, BACTERIUM OR OTHER MICROORGANISM (WHETHER ASYMPTOMATIC OR NOT); OR
  - b. CORONAVIRUS (COVID-19) INCLUDING ANY MUTATION OR VARIATION THEREOF; OR
  - c. PANDEMIC OR EPIDEMIC, AS DECLARED AS SUCH BY THE WORLD HEALTH ORGANIZATION OR ANY GOVERNMENTAL AUTHORITY.

**Renewal:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the Adjustable Bed and the prevailing service cost at the time of the renewal.

**Transferability:** This Service Agreement is not transferable.

**CANCELLATION:** These provisions apply only to the original purchaser of this Plan. This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. **To cancel the Plan, contact the retailer from which You purchased the plan from.** If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty-five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

We may cancel the Plan at any time for non-payment of the Plan purchase price, material misrepresentation or fraud at the time of sale or in the submission of a claim, or for a substantial breach of duties by You relating to the covered product or its use. If We cancel, any refund shall be calculated according to the terms indicated above and no cancellation fee shall apply.

**FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.**

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.**

**INSURED AGREEMENT:** This is not an insurance policy. This Service Agreement is secured by contractual liability policies provided by Continental Casualty Company, which can be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If within sixty (60) days We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Service Agreement when sending correspondence to the insurance company.

You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372.

#### **Warranty Registration Number**

#### **MUST BE REGISTERED**

#### **JURISDICTION SPECIFIC REQUIREMENTS**

Regulation of service plans may vary widely from state to state. Any provision within this Service Agreement, which conflicts with the laws of Your jurisdiction, shall automatically be considered to be modified in conformity with applicable laws and regulations as set forth below. The following jurisdiction specific requirements apply if Your Service Agreement was purchased in one of the following jurisdiction and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**Alabama only:** All arbitration under the ARBITRATION section of the Service Agreement will take place in Alabama in the county in which You reside.

**Arizona only:** We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the Service Agreement on Our behalf.

The ARBITRATION section is amended to add the following: In the event of a dispute, You may follow the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions ("ADIFI"). To learn more about this process, You may contact the ADIFI at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the ADIFI against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the ADIFI at 602-364-3100.

Under IMPORTANT EXCLUSIONS the exclusion for "Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage" is amended as follows: "**Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage while owned by You. Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly.**"

**California only:** The CANCELLATION section of the Service Agreement is modified as follows: If the Service Agreement is cancelled: (a) within sixty (60) days of the receipt of this Service Agreement, You shall receive a full refund of the Service Agreement price that You paid provided no claim has been paid or service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any claims paid or service received. A ten (10%) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Service Agreement.

**Colorado only:** Action under Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**Connecticut only:** If this Service Agreement expires during an approved claim, the expiration date of this Service Agreement shall automatically be extended until the repairs are completed. The ARBITRATION section is amended to add the following: In the event of a dispute, 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 Service Agreement.

**Florida only:** The rate charged for this Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation. This Service Agreement can be cancelled by You at any time for any reason. To arrange for cancellation of this Service Agreement, please contact Your Seller. If the Service Agreement is cancelled by You: (a) within thirty (30) days of the receipt of the Service Agreement and no claim has been paid or service has been performed, You shall receive a one hundred percent (100%) refund of the Service Agreement price that You paid, otherwise (b) You will receive a refund based on ninety percent (90%) of the unearned pro rata Service Agreement price that You paid less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Service Agreement, the refund shall be based upon one hundred percent (100%) of the unearned pro rata Service Agreement price that You paid.

**Georgia only:** If You cancel this Service Agreement within thirty (30) days of the receipt of this Service Agreement, We will refund You one hundred percent (100%) of the Service Agreement price that You paid, less any claims paid. 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 Service Agreement to Us. If You cancel after thirty (30) days, We shall refund You one hundred percent (100%) of the unearned pro rata Service Agreement price that You paid, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Service Agreement price that You paid.

We may cancel this Service Agreement for non-payment of the Service Agreement 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 Service Agreement, We shall refund You one hundred percent (100%) of the unearned pro rata Service Agreement price that You paid, less any claims paid.

This Service Agreement excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You.

THE SERVICE PROCESS section is amended as follows: If the Retailer from whom this Plan was purchased is no longer in business, the Plan becomes service only. If any Furniture Item(s) cannot be serviced, Our liability under this Plan will be limited to a refund of the purchase price of this Plan. Once a refund has been made, all terms and conditions of the Plan for all Furniture Items will be fulfilled and all future claims will be void.

As stated in the ARBITRATION section of this Service Agreement, either party may bring an individual action in small claims court. The ARBITRATION section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the ARBITRATION section shall affect Your right to file a direct claim under the terms of this Service Agreement against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

If the Service Agreement provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim directly against the insurer.

**Hawaii only:** In the event the Obligor cancels Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**Illinois only:** The Obligor will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

**Indiana only:** Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Service Agreement is not subject to Indiana insurance law.

**Maine only:** You are not required to purchase this Service Agreement as a condition of a loan or a condition for the sale of any property. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Service Agreement is cancelled by Us, You will be refunded one hundred percent (100%) of the unearned pro rata Service Agreement price that You paid, less any claims paid.

**Maryland only:** The expiration date of the Service Agreement is automatically extended until We have performed services under the Service Agreement. We shall provide service under the Service Agreement within a reasonable period of time and We will provide on Your request a brief written explanation of the reasons for delay.

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

**Minnesota only:** Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. We may only cancel for nonpayment of the provider fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel We shall mail a written notice to You at Your last known address contained in Our records at least five (5) days before cancellation by Us stating the effective date of the cancellation and the reason for the cancellation.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property. Insurers issuing reimbursement insurance to providers are deemed to have received the premiums for the insurance upon the payment of provider fees by consumers for Service Agreements issued by the insured providers.

**Missouri only:** If require emergency service and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with Service Agreement provisions.

**Nevada only:** If the Service Agreement is canceled, no claims paid will be deducted from any refund to You. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the Service Agreement price that You paid or twenty five (\$25) dollars, whichever is less. If no claim has been made under the Service Agreement and You request cancellation within thirty (30) days, the Service Agreement is void and We shall refund to You the full Service Agreement price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per each thirty (30) day period shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Agreement. If We cancel this Service Agreement, no cancellation fee will be imposed. A Service Agreement that has been in effect for at least seventy (70) days may not be cancelled by Us before the expiration of the agreed term or one (1) year after the effective date of the Service Agreement, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Agreement; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Agreement, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Agreement, which occurred after the effective date of the Service Agreement and which substantially and materially increases the service required under the Service Agreement; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Agreement was issued or sold. No cancellation of a Service Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder.

Arbitration doesn't apply to Nevada Residents. Any exclusion for damages covered by insurance or another Service Agreement in this contract is deleted. Coverage under this Service Agreement is excess over coverage from any insurance or Service Agreement available to You. With respect to each Product covered under Service Agreement, the Service Agreement liability is limited to the original retail purchase price You paid for such Product.

If You are not satisfied with the manner in which We are handling Your claim on the Service Agreement, You may contact the Commissioner at 1-888-872-3234.

**New Hampshire only:** In the event You do not receive satisfaction under this Service Agreement, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The CANCELLATION section of the Service Agreement is modified as follows: If the Service Agreement is canceled, no claims paid will be deducted from any refund to You. The ARBITRATION section of the Service Agreement is amended to add the following: The Arbitration provision is subject to RSA 542. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in New Hampshire.

**New Jersey only:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**New Mexico only:** If You cancel this Service Agreement within thirty (30) days and no claim has been made under the Service Agreement, the Service Agreement is void and We shall refund to You the full Service Agreement price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per each thirty (30) day period based on the Service Agreement price that You paid shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Service Agreement. If this Service Agreement has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Service Agreement term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) discovery of fraud or material misrepresentation by You in obtaining the service contract or in presenting a claim for service thereunder (3) discovery of either of the following if it occurred after the effective date of the service contract and substantially and materially increased the service required under the service contract: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the service contract.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

This Service Agreement is insured by Continental Casualty Company. If the Service Agreement provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If You have any concerns regarding the handling of Your claim, You may contact the New Mexico Office of Superintendent of Insurance at 855-427-5674.

**New York only:** You have the right to return the Service Agreement at any time. If You request cancellation within thirty (30) days and no claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement price that You paid, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Service Agreement to Us for cancellation.

**North Carolina only:** The purchase of this Service Agreement is not required in order to obtain financing. We may not cancel this Service Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Service Agreement.

**Oklahoma only:** This Service Agreement is a service warranty and is not an insurance policy. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement insurance policy. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

The CANCELLATION section is amended as follows: The Cancellation provisions apply to all Service Agreement holders. In the event the Service Agreement is canceled by You within thirty (30) days and no claim was made, We will return the full Service Agreement price that You paid. In the event the Service Agreement is canceled by You after thirty (30) days or if a claim was made, We will return the ninety percent (90%) of the unearned pro rata Service Agreement price that You paid less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata Service Agreement price that You paid less the actual cost of any service provided.

You may initiate an emergency repair (where the damage to the covered item poses a risk of loss to life or health, or serious damage to other property) without Our knowledge outside of normal business hours, however, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Service Agreement. In no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement.

While arbitration is mandatory, the outcome of any arbitration shall be nonbinding 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.

The Service Warranty Association license number for CNA Warranty Services, Inc.: 44201034

**Oregon only:** Any arbitration occurring under this Service Agreement shall be voluntary, mutually agreed to at time of the dispute, take place in Oregon (unless another location is mutually agreed upon), and administered in accordance with Oregon law and court rulings. Any award rendered in accordance with this Service Agreement's Arbitration provision shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. You are not required to use the American Arbitration Association (AAA), and Your right to a jury trial is not restricted.

If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Agreement; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement.

**South Carolina only:** To prevent any further damage, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs.

In the event We do not provide covered service within sixty (60) days of filing a claim by You, You are entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of Your claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Tennessee only:** When there is a failure of the product under the Service Agreement, the Service Agreement shall be extended as follows: (a) the number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (b) two (2) additional working days.

**Texas only:** If You purchased this Service Agreement in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Service Agreement provider 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. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Agreement is returned to the provider.

You may cancel the Service Agreement at any time. If You cancel the Service Agreement before the thirty-first (31<sup>st</sup>) day after the date of purchase, We: (1) shall refund to You or credit to Your account the full Service Agreement price that You paid, decreased by the amount of any claims paid under the Service Agreement; and (2) may not impose a cancellation fee. If You cancel the Service Agreement on or after the thirty-first (31<sup>st</sup>) day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated Service Agreement price that You paid reflecting the time remaining in the term of the Service Agreement, decreased by the amount of any claims paid under the Service Agreement; and (2) may impose a reasonable cancellation fee not to exceed twenty-five (\$25).

We may cancel the Service Agreement by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth (5<sup>th</sup>) day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Service Agreement is canceled because of: (1) nonpayment of the consideration for the Service Agreement; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the covered product or its use. If We cancel the Service Agreement, You are entitled to a prorated refund of the Service Agreement price that You paid reflecting the time remaining in the term of the Service Agreement, decreased by the amount of any claims paid under the Service Agreement. We may not impose a cancellation fee.

Texas License Number of the Administrator: 300

**Utah only: This Service Agreement is subject to limited regulation by the Utah Insurance Department.** To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Agreement is not guaranteed by the Utah Property and Casualty Guarantee Association. The Administrator shall mean ProtectAll USA, LLC, 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180, 888-216-8519.

The following replaces the conditions pertaining to cancellation of the Service Agreement by Us in the CANCELLATION section: This Service Agreement may be cancelled by Us only due to nonpayment of premium or, if the Service Agreement has not been previously renewed or has not been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered, We may cancel the Service Agreement due to: a) material misrepresentation; b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Agreement; or c) substantial breaches of contractual duties, conditions, or warranties. If We cancel this Service Agreement due to nonpayment, cancellation will be no sooner than ten (10) days after the delivery or first class mailing of written notice. Otherwise, cancellation will be no sooner than thirty (30) days after the delivery or first class mailing of written notice. Cancellation notice will include the reasons for the cancellation.

Non-manufacturer's parts may be used in repairs. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer. The following are added regarding what to do if You require service: Failure to notify Us within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Agreement; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement. The exclusion for unauthorized repairs does not apply to emergency repairs.

The sentence in THE SERVICE PROCESS section beginning "If the original Retailer is closed..." is deleted in its entirety.

The section regarding insurance securing this Service Agreement is deleted and replaced by the following: INSURANCE SECURING THIS SERVICE CONTRACT: This is not an insurance policy. This Service Contract is secured by a contractual liability policy provided by Continental Casualty Company, 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should We 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.

The ARBITRATION section is replaced by the following: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**Vermont only:** If You request cancellation within thirty (30) days of the receipt of the Service Agreement and no claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement price that You paid. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in Vermont.

**Virginia only:** 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, Office of Charitable and Regulatory Programs, at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington only:** Our obligations under this Service Agreement are backed by Our full faith and credit. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address contained in Our records at least twenty-one (21) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in Washington at a location in closest proximity to Your permanent residence.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property.

**Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Service Agreement shall not be cancelled due to unauthorized repair of the Covered Item, unless We are prejudiced by Your failure to obtain such authorization. We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

In the event of a total loss of the Covered Item covered by this Service Agreement that is not covered pursuant to the terms of this Service Agreement, You shall be entitled to cancel the Service Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid.

For any reason other than the above, You have the right to return the Service Agreement within at least thirty (30) days and if no claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement price that You paid, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Service Agreement to Us for cancellation. After thirty (30) days or if a claim has been made under the Service Agreement, You have the right to cancel the Service Agreement and receive a refund of the unearned Service Agreement price that You paid, less any claims paid, and less a reasonable fee for the cancellation, which may not exceed ten percent (10%) of the Service Agreement price that You paid.

This Service Agreement may be cancelled by Us only for nonpayment of our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Covered Item or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You one hundred percent (100%) of the unearned Service Agreement purchase price, less any claims paid.

Obligations of the Obligor under this Service Agreement are insured under a service contract reimbursement insurance policy. If We do not provide, or reimburse or pay for, a service that is covered under this Service Agreement within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the service contract reimbursement insurer, Continental Casualty Company, for reimbursement, payment, or provision of service. You can do this by phoning or mailing Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

The ARBITRATION section is amended to add the following: Arbitration will take place under the laws of the State of Wisconsin except to the extent that the laws of the State of Wisconsin are inconsistent with, or preempted by, the Federal Arbitration Act, and will be held in Your county of residence or any other county in this state agreed to by You and Us.

**Wyoming only:** This Service Agreement will be considered void and We will refund You the full purchase price of the Service Agreement or credit Your account if You have not made a claim under this Service Agreement and You have returned the Service Agreement to Us within thirty (30) days.

The Arbitration provision in this Service Agreement is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, references to "We" and "Us" include the Service Agreement Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, Service Agreement insurers, agents, employees, successors, and assigns.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property.