

**PREMIUM OUTDOOR FURNITURE PROTECTION PLAN  
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 Product(s) covered by this Service Agreement including the lessor of the Furniture (“Lessor”), if the Furniture 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 Furniture Protection Plan. **“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. **“Furniture”** means the qualifying outdoor furniture described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**

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

**QUALIFYING FURNITURE:** Premium Outdoor Protection Plan for Fabric or Vinyl Upholstery and Solid Surfaces, all of which are purchased concurrently with the Plan. This Plan is available for new Outdoor Furniture only that is sold through a Retailer. Outdoor Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.

**PLAN COVERAGE:** Damage to covered Furniture must be reported within thirty (30) days of discovery to the **Administrator**.

**For Accidental Damage to Fabric and Vinyl Upholstery Furniture and Solid Surface Furniture:** We will repair or replace the Qualifying Furniture due to or because of accidental damage from handling for the following:

- Food and Beverage Stains or Human or Pet Bodily Fluids
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Liquid Marks and Rings
- Rips, Cuts or Punctures
- Glass Chipping, Breakage or Cracking
- Mechanical and Structural Breakdown to Fabric or Vinyl Upholstery and Solid Surface Furniture as a result of:
  - Breakage of Frames, Welds or Panels from a single incident

**(See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)**

**LTO ARRANGEMENTS:** Where the Furniture was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the Furniture 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 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.

**HOW THIS PROTECTION PLAN WORKS:** If the new Furniture covered by this Plan becomes stained or damaged as described above during normal **RESIDENTIAL** use and You cannot correct the damage using recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, the affected Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. If a manufacturer’s warranty is in effect for the Furniture and covers or should cover the damage, this Plan will not apply. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to Furniture replaced under this Plan. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.

**TO OBTAIN SERVICE:** Damage to covered Furniture must be reported within thirty (30) days of discovery to the **Administrator**. You can report Your claim by contacting Our customer service department at **1-888-216-8519** or online at [www.myprotectall.com](http://www.myprotectall.com). You must have Your original receipt showing Your purchase of the covered Furniture and this Plan; the original copy of this Plan or the unique Registration Number printed on this Plan; the original delivery date of the covered Furniture; and the discovery date of the stain or damage. You shall reasonably cooperate with the **Administrator** in its efforts to perform its obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

**THE SERVICE PROCESS:** Upon receiving a claim covered by this Plan, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of Furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer’s normal delivery area, this Plan will be limited to repair service only or terminated and 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. If You financed the purchase of this Plan any refund owed pursuant to this provision 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.

**IMPORTANT EXCLUSIONS:** We will not cover the following:

- Stains or damage to outdoor fire pits or heaters
- Stains or damage to umbrellas
- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer's warranty
- Stains or damage from acid, bleach, caustic solutions, mildew, mold, rust, power washing, salt water and air exposure, or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
- Stains or damage as a result of continued or sustained bowel or urinary activity (incontinence)
- Odors
- Stains of unknown origin
- Fading of the upholstery, color loss, and/or discoloration
- Animal damage other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to fabrics and vinyl such as soiling from everyday use or which has built up over time including body oil, hair oil, suntan oil and/or lotions, perspiration, or darkened body contact areas
- Inherent design or structural defects in fabrics and vinyl including but not limited to, natural inconsistencies in upholstery
- Failure or loosening of threads or splitting of seams, stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stain or damage to decking or platform cloth
- Water damage by leaking appliances, water heaters, skylights, and pipes
- Wood surface scratch, gouge, dents or chips
- Cracking or peeling of upholstered fabric or vinyl
- Natural stone and marble
- Intentional damage or willful abuse or misuse of the covered Furniture
- Any loss covered by homeowner's or renter's insurance
- Scratches on glass
- Furniture purchased for group homes, assisted living residences and nursing homes that is used by the general public for short term use
- 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
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, smoke, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, vandalism, negligence, riot, outside contractor (unless authorized through the SERVICE PROCESS) or any other peril
- Any breach of implied or expressed warranty of merchantability or fitness of the Furniture from the manufacturer or Retailer
- Initial or subsequent installation, assembly or hookup of Your Furniture is not covered
- Removal and reinstallation, except as determined by Us and authorized through the SERVICE PROCESS
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the repair or replacement of the Furniture
- Any and all pre-existing conditions that existed prior to the effective date of this Plan
- "As is," "pre-owned," showroom-displayed, rental (other than an LTO Agreement), non-residential, in-home daycare businesses or commercial use, plastic (ready to assemble), nubuck, suede, carpets, fossil stone, silk, "X" coded and/or non-color fast fabrics or Furniture sold without a manufacturer's or store warranty
- Failure to use reasonable means to protect your Furniture from further damage after a Covered event occurs
- Any Stain or Damage caused by an Independent Contractor, such as but not limited to Plumber, Painter or other Service or Maintenance Personnel
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence
- Any periodic checkups, preventative maintenance, lubrication, and general cleaning of nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets or accessories used in conjunction with the covered Furniture, such as pillows and buttons
- Service where no problems are found, such as noises or squeaks
- Bursting or cracking of frames/welds, tubing and extrusion caused by exposure to moisture and freezing temperatures; frame/weld rusting
- Failures that occur outside the Fifty (50) States of the United States of America
- 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:
  - Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or
  - Coronavirus (COVID-19) including any mutation or variation thereof; Or
  - Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

**LIMIT OF LIABILITY:** Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the Covered Furniture with a product of equal or similar features and functionality. In no event will the Our total liability for all repairs or replacement exceed the lesser of the original purchase price of the Covered Furniture excluding tax and delivery costs paid during the purchase of the Covered Furniture (or) \$15,000.

**PROTECTION PLAN PROVISIONS:** This Plan is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Plan. If You financed the purchase of this Plan any refund owed pursuant to this provision 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. Our failure to exercise rights under this Plan does not waive those rights.

**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.

#### **ARBITRATION**

- a) The Parties agree to attempt to resolve any dispute concerning or relating to this Contract, whether directly or indirectly, through informal means or through small claims court. If the dispute is unable to be resolved through informal means or in small claims court, the dispute will be settled by binding arbitration.
- b) The interpretation and enforcement of this Contract is governed by the Federal Arbitration Act ("FAA") and, where not in conflict with the FAA, by the substantive law of the state where this Contract was sold by the Dealer shown on the Record of Coverage. Unless otherwise agreed upon by the parties, arbitration of disputes shall take place before a single arbitrator in the county in which You live or are headquartered. The arbitration will be administered by the AAA or another nationally recognized arbitration administrator using the American Arbitration Association's Commercial Arbitration Rules.
- c) To begin arbitration, either You or Us must serve a written notice of intent to arbitrate to the other party. The notice must: a) describe the basis of the dispute, and b) set forth the relief sought. If the dispute cannot be resolved within thirty (30) days of receipt through informal means, You or We may commence arbitration.
- d) The expense of the arbitrator shall be shared equally between You and Us, and each Party shall pay their own filing, attorney, and travel fees. This does not prohibit the arbitrator from including the fees and expenses in the award settlement, if any.
- e) The arbitrator may award a Party only its actual damages. The arbitrator shall not award punitive, consequential, special, incidental, or exemplary damages. The arbitrator also may award equitable relief including injunctive relief, but only to the extent reasonably necessary to afford You relief. Any settlement offer made between the Parties prior to the arbitration proceeding shall not be disclosed to the arbitrator until after the arbitrator determines an award amount, if any.
- f) The Parties agree the arbitration proceedings, final judgement, and any relief or award shall remain confidential but may be entered, by the arbitrator, in any court having the jurisdiction to do so.
- g) This arbitration provision prohibits the arbitrator from consolidating any of the disputes or claims of others into one proceeding. This means an arbitrator shall hear only claims involving individual Parties and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group in one proceeding to the maximum extent permitted by law.
- h) FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO FILE A COMPLAINT WITH A COURT OF GENERAL JURISDICTION OR TO A TRIAL BY A JURY OR JUDGE, OR TO PARTICIPATE IN CLASS ACTION LITIGATION, CLASS ARBITRATION, OR ANY COLLECTIVE, CONSOLIDATED ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT.
- i) This arbitration provision shall survive the cancellation or termination of this Contract. To the extent applicable state law prohibits mandatory arbitration, binding arbitration, or arbitration that takes place outside the county or parish where you are headquartered, the provisions of this section of this Contract are amended to conform to state law.

#### **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.