

**National Product Care Company**  
13922 Denver West Parkway  
Golden, CO 80401  
**1-888-GU4CLMS**  
**(1-888-484-2567)**

**COVER PAGE**  
Service Agreement

**Service Saver, Incorporated**  
13922 Denver West Parkway  
Golden, CO 80401  
**1-888-GU4CLMS**  
**(1-888-484-2567)**

Agreement Number: [Insert Number]	Effective Date: [MM/DD/YYYY]
Monthly Agreement Charge: [\$]	Agreement Term: [Monthly]
Agreement Holder:  [Name] [Address] [City, State, Zip Code] [Work Phone] [Home Phone]	Seller:  GreenUmbrella.com P.O. Box 9603 Van Buren. AR 72956 1-888-698-6273

The following items are eligible for coverage under the Service Agreement if registered pursuant to Section B of this Service Agreement (**Covered Items**):

**Electronics:**

Alarm Clocks, Camcorders (Analog and Digital), Cameras (Analog and Digital), Car Audio (Radios, Amplifiers, CD Players, CD Changers, Equalizers, Speakers, Subwoofers), Car Videos (DVD Players and Video Monitors), Home Audio Components (Non-Portable: Amplifiers, CD Players, CD Changers, CD Players/Recorders, CD Recorders, Equalizers, Receivers, Tuners), Home Speakers, Home Theatres in a Box, Home Video Products (DVD Players, TV/DVD Combos, TV/VCR Combos, TV/VCR/DVD Combos, Digital Video Recorders, Digital Satellite Systems, HDTV Receivers), MP3 Players, Portable Electronics (PDA's, Satellite Radios, GPS, DVD Players, Telephone (Not Cellular)), Radar Detectors, Boom boxes, Televisions (CRT Projection, CRT Televisions, Front Projectors, LCD Flat Panels, Microdisplay Rear, Projection and Plasma).

**Appliances:**

Air Purifiers, Blenders, Bread Makers, Clothes Steamers, Coffee/Espresso Machines, Cooktops, Dehumidifiers, Dishwashers, Disposals, Downdrafts, Dryers, Electronic Can Openers, Electronic Tooth Brushes, Electronic Shavers, Floor Cleaners, Food Processors, Freezers, Fryers, Griddles, Grills, Grinders, Hair Dryers, Humidifiers, Ice Machines (Free-standing), Indoor Grills, Irons, Juicers, Microwaves, Mini-Refrigerators/Freezers, Mixers, Ovens, Portable Heaters, Ranges, Range Hoods, Refrigerators, Rice Cookers/Steamers, Rotisseries, Sewing Machines, Slow Cookers (Crock Pots), Steamers, Small Portable Appliances, Space Heaters, Toaster or Toaster Ovens, Trash Compactors, Vacuums, Vacuum Sealers, Waffle Makers, Warming Drawers, Washers, Window Air Conditioners, and Wine Coolers

**Computers:**

Copiers, Desktop Computer Systems, External Electronic Computer Accessories and Electronic Peripheral Devices, Flat Screen Monitors, Laptop Computers, Monitors, Pocket PC's, Printers (Laser, Dot Matrix, or Ink Jet), Printers (Multifunctional), and Paper Shredders.

THIS AGREEMENT IS NOT A CONTRACT OF INSURANCE.

## A. Definitions:

Throughout this document, You and Your refer to the Agreement Holder listed on the cover page. We, Us and Our refer to the company obligated under this Agreement, National Product Care Company, (NPCC), 175 West Jackson Blvd, Chicago, Illinois, 60604, except in Arizona, Florida, Oklahoma, and Wisconsin, where it is **SERVICE SAVER, INCORPORATED, (SSI)**, 175 West Jackson Blvd, Chicago, Illinois, 60604; in Florida, the license number is: 80173. This Agreement is not available in Maine. In addition, when in bold certain words and phrases are defined as follows:

**Administrator** means TWG Innovative Solutions, Inc. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 1-888-484-2567, or mail at 13922 Denver West Parkway, Golden, CO 80401 or email at greenumbrella@us.thewg.com.

**Agreement** means these terms, conditions, limitations, and exclusions.

**Appliances** mean only the eligible **Appliances** listed on the Cover Page.

**Authorized Servicer** means a person authorized by the **Administrator** to provide service for Your **Covered Item**.

**Breakdown** means a mechanical or electrical failure of the **Covered Item(s)** to perform their normal operation(s) as defined by the manufacturer, it includes a **Breakdown** experienced from normal wear and tear or caused by a direct result of a power surge.

**Computers** mean only the eligible **Computers** listed on the Cover Page.

**Covered Item** means **Electronics, Appliances, and Computers** that meet the following requirements:

1. Are purchased during the **Coverage Period** or within sixty (60) days prior to the Effective Date listed on the Cover Page of the **Agreement**;
2. Have a purchase price of less than \$5,000;
3. If purchased prior to the Effective Date, the **Covered Item** must have a minimum manufacturer's warranty of twelve (12) months ;
4. If purchased on or after the Effective Date the **Covered Item** must have a minimum manufacturer's warranty of ninety (90) days; and
5. Have been registered as provided in Section B of this **Agreement**.

**Coverage Period** means the period starting on the Effective Date. This **Agreement** will renew automatically on a monthly basis and will continue to renew until canceled or non-renewed by You or Us, or if full payment is not received by Us or Our **Representative** by the billing due date. The **Coverage Period** must continue without any lapse in payment (i.e. the **Monthly Agreement Charge** for this **Agreement** is not paid when due). If there is a lapse in payment a new Agreement will be issued upon receipt of the payment for the **Monthly Agreement Charge**. Only **Electronics, Appliances, and Computers** that qualify as **Covered Items** under the terms of the new **Agreement** will be covered. In the event We cancel this **Agreement**, in accordance with Section H1.b, the **Coverage Period** will extend for each registered **Covered Item** for up to thirty-six (36) months from the purchase date of the registered **Covered Item**.

**Electronics** mean only the eligible **Electronics** listed on the Cover Page.

**Monthly Agreement Charge** means the **Monthly Agreement Charge** listed on the Cover Page

**Representative** means GreenUmbrella.com. The **Representative** can be reached by phone at 1-888-698-6273 or web site [www.greenumbrella.com](http://www.greenumbrella.com).

## B. Eligibility:

You are required to register Your eligible **Electronics, Appliances, and Computers** with Us. To register Your **Covered Items** please visit [www.greenumbrella.com](http://www.greenumbrella.com) or call 1-888-698-6273. **Covered Items** purchased prior to the Effective Date are required to be registered on the Effective Date. **Covered Items** purchased on or after the Effective Date are required to be registered within thirty (30) days from the purchase date of the **Covered Item**.

Only **Covered Items** purchased by You and located within Your primary residence are eligible for Coverage. Items purchased that are located in a commercial setting are excluded from coverage (e.g., a Doctor's Office).

### C. Coverage Agreement:

In the event of a **Breakdown** of a **Covered Item**, We will repair or replace the **Covered Item** for up to thirty-six (36) months from the purchase date, subject to the limits set forth in Section F of this Agreement. Coverage begins on the date You purchase the **Covered Item** and terminates thirty-six (36) months from the purchase date, regardless of when the original manufacturer's warranty terminates.

The coverage also includes lamp replacement for the DLP and LCD televisions and projectors. Coverage is limited to one (1) lamp replacement per registered **Covered Item**. In order for coverage to apply, one of the following events must occur: (1) the lamp must be completely burned out with no visible picture on the screen, or (2) preset manufacturer message appears indicating that the lamp must be replaced. Upon determination of lamp failure, contact the **Administrator** to arrange for an exchange. You will receive a replacement lamp from an authorized warehouse for installation by You. You may be required to return the original lamp to Us, at Our discretion.

### D. Coverage Description:

Through the **Administrator**, We will repair or, at Our discretion, replace the **Covered Item**, due to a **Breakdown**, that occurs during the **Coverage Period**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured.

**Covered Items** will be replaced with a product of similar or enhanced features, at Our discretion, if:

- The **Covered Item** cannot be repaired;
- The cost of the repair exceeds the original purchase price; or
- Parts are no longer available or are discontinued by the manufacturer.

Costs related to removal and reinstallation of any **Covered Item** under this **Agreement** are not covered.

If the **Breakdown** of a **Covered Item** is not covered under this **Agreement**, it will be Your responsibility to pay the diagnostic teardown, and any other costs.

### E. Your Responsibilities:

#### Registration:

You are required to register Your eligible **Electronics, Appliances, and Computers** with Us pursuant to Section B of this **Agreement**.

#### How to File a Claim:

In the event of a **Breakdown** You must contact the **Administrator** for the appropriate authorized service center:

- Call Our customer service toll-free number at 1-888-484-2567; or
- For on-line service, log on to [www.greenumbrella.com](http://www.greenumbrella.com)

You must provide to the **Administrator** a valid receipt showing that the **Covered Item** was purchased during the **Coverage Period** or within sixty (60) days prior to the Effective Date.

Only repairs that have been authorized by the **Administrator** prior to performance of work will be covered. Before You call the **Administrator**, please verify that the failure of the **Covered Item** to function is not caused by circumstances such as the **Covered Items** not being switched on, being unplugged, or a fuse blown at the junction box. For **Covered Items** that use batteries as the prime power supply, or a remote control unit, please check that the batteries do not need replacing or recharging. You are responsible to back up all **Computer** software and data prior to commencement of a repair.

#### Service Deliverables:

There is no deductible required to obtain service for Your **Covered Item**. You will receive service on Your **Covered Item** using the same type of service provided by the manufacturer's warranty, which will be either:

- **Carry-In:** Covered Products must be delivered and picked up by You at an **Authorized Servicer** during normal business hours. In the event a **Covered Item** must be shipped to an **Authorized Servicer**, We will pay for the return shipping cost, but We will not pay for the cost of shipping the **Covered Item** to the **Authorized Servicer**.
- **In-Home:** Service will be performed in Your home; or the **Authorized Servicer** may opt to remove the **Covered Item** to perform service in-shop and will return the **Covered Item** upon completion. In the event a **Covered Item** must be shipped to an **Authorized Servicer**, We will pay for two-way shipping to the point of repair and thereafter.

Preventative Maintenance:

This **Agreement** does not cover cleaning or other preventative maintenance required to maintain normal operation of the **Covered Item**.

**F. Limits of Liability:**

Coverage is limited to the lesser of the following:

- Actual repair cost;
- Actual replacement cost; or
- Original purchase price (as documented by Your purchase receipt).

Original purchase price does not include taxes, shipping, delivery, and installation of a **Covered Item**.

Coverage is limited to 2 claims per any 12 month period.

**G. What is NOT Covered:**

- **COVERED ITEMS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR ANY EXTENDED WARRANTY;**
- **COVERED ITEM REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR STORE BRAND WARRANTY, OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S OR STORE'S ABILITY TO PAY FOR SUCH REPAIRS;**
- **PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE WHETHER DIRECTED BY THE MANUFACTURER OR OTHERWISE;**
- **ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT;**
- **ANY COVERED ITEM SOLD "AS-IS" OR WITHOUT A MANUFACTURER'S WARRANTY OR STORE BRAND WARRANTY, INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC;**
- **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 COVERED ITEM, INCLUDING BUT NOT LIMITED TO BATTERIES, ETC.;**
- **DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED ITEM, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED ITEM, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;**
- **LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;**
- **INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE OF THE COVERED ITEM;**
- **COVERED ITEMS THAT ARE IDENTIFIED BY THE MANUFACTURER AS COMMERCIAL PRODUCTS;**
- **COVERED ITEMS PURCHASED FOR RESALE;**
- **ANY COVERED ITEM USED IN A COMMERCIAL SETTING, OR RENTAL BASIS;**
- **BREAKDOWNS THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA OR THE DISTRICT OF COLUMBIA;**
- **NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS;**

- SCRATCHES, PEELING AND DENTS WHICH DO NOT AFFECT THE FUNCTION OF THE COVERED ITEM AS SPECIFIED BY THE MANUFACTURER;
- UNAUTHORIZED REPAIRS AND/OR PARTS;
- COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED ITEM, EXCEPT AS PROVIDED IN THIS AGREEMENT;
- ACCESSORIES USED IN CONJUNCTION WITH A COVERED ITEM UNLESS THE ACCESSORY IS ITSELF A COVERED ITEM;
- ANY LOSS OTHER THAN A BREAKDOWN OF THE COVERED ITEM;
- ANY BREAKDOWN CAUSED BY OR RELATED TO DEFECTS OR ANY DAMAGE CAUSED BY A COMPUTER VIRUS;
- SERVICE WHERE NO PROBLEM CAN BE FOUND;
- BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE COVERAGE PERIOD.

**SPECIFIC TO APPLIANCES:**

- BREAKDOWNS AS A RESULT FROM RUST OR CORROSION ON ANY COVERED ITEM OR PART;
- DAMAGE TO CLOTHING;
- ABNORMAL VARIATION OF ELECTRICITY OR WATER SUPPLY OTHER THAN A POWER SURGE;
- WATER AND GAS LINES THAT ARE NOT A COMPONENT OF A COVERED ITEM, INCLUDING BUT NOT LIMITED TO, FLEXIBLE LINES, HOSES, AND CONNECTORS;
- DAMAGE INCURRED WHILE MOVING THE COVERED ITEM TO ANOTHER LOCATION;
- REIMBURSEMENT OF FOOD LOSS;

**SPECIFIC TO COMPUTERS AND PERIPHERALS:**

- ANY STORAGE MEDIA DAMAGED BY MALFUNCTIONING PART;
- IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS;
- REPAIR OR REPLACEMENT OF UPGRADED INTERNAL COMPUTER COMPONENTS WHEN REPAIR OR REPLACEMENT IS REQUIRED DUE TO INCOMPATIBILITY OF PARTS OR INCORRECT INSTALLATION;
- BROKEN OR CRACKED LCD SCREENS IN NOTEBOOKS OR PORTABLE COMPUTERS AND BURNED-IN PHOSPHOR IN CRT OR ANY OTHER TYPE OF DISPLAY;
- APPLICATION PROGRAMS, OPERATING SOFTWARE OR OTHER SOFTWARE, LOSS OF DATA OR RESTORATIONS OF PROGRAMS;
- CORRUPTION OF ANY PROGRAM, DATA OR SETUP INFORMATION RESIDENT ON ANY HARD DRIVES AND INTERNAL OR EXTERNAL REMOVABLE STORAGE DEVICES, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT.

**SPECIFIC TO ELECTRONICS:**

- IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS;
- CORRUPTION OF ANY RECORDING MEDIA, INCLUDING ANY PROGRAM, DATA OR SETUP INFORMATION RESIDENT ON ANY HARD DRIVES AND INTERNAL OR EXTERNAL REMOVABLE STORAGE DEVICES, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT;
- PLASMA TELEVISIONS IN USE AT OR ABOVE 6000 FT ABOVE SEA LEVEL;
- BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING) OR PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

**H. General Provisions:**

1. Cancellations:

a. Your rights to cancel:

You may cancel this **Agreement** for any reason at any time. To cancel this **Agreement**, You must provide notification to the **Administrator** or Our designated **Representative**. If you cancel this **Agreement**, You will receive a refund of the current **Monthly Agreement Charge** less any claims paid that occurred in the month this **Agreement** is cancelled.

Your **Agreement** will automatically terminate for non-payment of the full **Monthly Agreement Charge** by the billing due date. If Your **Agreement** is terminated, We will not reinstate Your **Agreement**.

b. Our rights to cancel:

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 given to You in writing at least thirty (30) days prior to cancellation. If We cancel, You will receive a refund of the current **Monthly Agreement Charge**.

c. Non-Renewal:

In the event that this **Agreement** is non-renewed by Us, You will receive written notice ninety (90) days prior to the non-renewal. If this **Agreement** is non-renewed, You will be given two options; 1) Continue paying the **Monthly Agreement Charge** and receive coverage for all existing **Covered Items** that have been registered prior to the effective date of the non-renewal for up to thirty-six (36) months; or 2) Make payments up to the **Agreement** non-renewal date and only receive coverage up to the non-renewal date.

2. Deductible: Coverage under this **Agreement** is not subject to a deductible per claim.
3. Transfers: Your rights and duties under this **Agreement** are not transferable.
4. Change of the **Monthly Agreement Charge**: We have the right to modify the **Monthly Agreement Charge**. Notice of change to the **Monthly Agreement Charge** will be given to You, in writing, at least ninety (90) days prior to implementation. We will not change the **Monthly Agreement Charge** more than once during a given calendar year (January to December). If the **Monthly Agreement Charge** is changed, You will be given the following options: 1) Pay the new **Monthly Agreement Charge** and coverage will continue for all registered **Covered Items** and future purchases; 2) Pay the current **Monthly Agreement Charge** and only **Covered Items** registered prior to the effective date of the new **Monthly Agreement Charge** will be covered; or 3) Make payments up to the effective date of the change of the **Monthly Agreement Charge** and cancel this **Agreement** as of the effective date of the change of the **Monthly Agreement Charge**.
5. Non-Original Manufacturer Parts: We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality.
6. No Lemon Policy: During the term of this Agreement, after three (3) service repairs have been completed on the same component of the **Covered Item** and that **Covered Item's** component requires a fourth repair, as determined by Us, We will replace that **Covered Item** with a product of comparable performance. Upon replacement, there is no longer any coverage for the replaced **Covered Item** under this **Agreement**. Lamp replacement claims are excluded from the No Lemon Policy
7. Where Are You Covered: Coverage applies to **Covered Items** purchased and **Breakdowns** that occur within the fifty (50) states of the United States of America or the District of Columbia.
8. Other Coverages: Coverage is secondary to any other applicable warranty, insurance, indemnity, or extended warranty available to You. Coverage is limited to only those amounts not covered by any Other Coverage. It is subject to the conditions, limitations, and exclusions described in this document. In no event will coverage under this Agreement apply as contributing insurance. This Other Coverage clause will take precedence over a similar clause found in other warranty, insurance or indemnity language.
9. Subrogation: If We pay for a **Breakdown**, We may require You to assign Us Your rights of recovery against others. We will not pay for a **Breakdown** if You impair these rights to recover. Your rights to recover may not be waived.
10. Dispute Resolution – Arbitration: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal

Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement

## **I. State Amendments:**

**In Arizona:** Under “General Provisions” #10 is amended to include: Arbitration may not conflict with the provisions of A.R.S. §§ 20-1095.04 and 20-1095.09.

**In California:** Under “General Provisions” #1.a is amended to include the following: In the event You cancel this **Agreement** within sixty (60) days of receipt of this **Agreement**, You shall receive a full refund of any payments made by You under this **Agreement**. If You cancel Your **Agreement** within sixty (60) days of receipt of this **Agreement**, and do not receive a refund or credit within sixty (60) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund. Under “General Provisions” #10 is amended to include: This 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, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

**In Connecticut:** Under “General Provisions” #10 is amended as follows: The State of Connecticut has established an arbitration process to settle disputes arising from this **Agreement**. A written complaint may be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0186, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the appliance, and a copy of this **Agreement**. The following statement has been added: In the event a **Covered Item** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended for the failed **Covered Item** only until the **Covered Item’s** repair has been completed. Under “General Provisions” #1 is amended to include the following: You do not have the right to cancel this **Agreement** if the product is lost, stolen or destroyed.

**In Florida:** Under “General Provisions” #1.b is amended to include the following: In the event of cancellation by Us. You shall be entitled to one hundred percent (100%) of the unearned pro-rata premium. Under “General Provisions” #10 Arbitration has been deleted in its entirety.

**In Georgia:** Under “General Provisions” #1 is amended to include the following: Cancellations will comply with Section 33-24-44 of the Code of Georgia. In the event of cancellation, We cannot demand immediate payment of the cost of all service provided to You. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. Under “General Provisions” #10 is deleted in its entirety.

**In Michigan:** The following statement has been added: 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.

**In New Hampshire:** The following statement has been added: In the event You do not receive satisfaction under this **Agreement**, You may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261.

**In New Mexico:** Under “General Provisions” #1 is amended to include the following: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of returned service **Agreement**. We may not cancel this **Agreement** without providing You with written notice at least 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 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 increase the service required under this **Agreement**.

**In North Carolina:** Under “General Provisions” #1.b is amended to include the following: We may not cancel this **Agreement** except for nonpayment by You or for violation of any of the terms and conditions of this **Agreement**.

**In Oklahoma:** The following statement has been added: Notice: This **Agreement** is not issued by the manufacturer or wholesale company marketing the **Covered Items** covered by this **Agreement**. This **Agreement** will not be honored by such manufacturer or wholesale company.

**In South Carolina:** The following statement has been added: 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.

**In Texas:** The following statement has been added: Unresolved complaints or questions concerning the regulation of service **Agreements** may be addressed to the Texas Department of Licensing and Regulation at PO Box, 12157, Austin, TX 78711, telephone number 800-803-9202. In Texas, We, Us, and Our means Texas National Product Care Company, Inc.

**In Utah:** Under “General Provisions” #1 cancellation is amended as follows: We can cancel the 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 the Agreement during such time period for nonpayment 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 the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (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 Agreement, (c) substantial breaches of contractual duties, conditions, or warranties. Under Section (H) General Provisions the following statement has been added: Proof of loss should be furnished by **You** to **Us** 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. Section (H) General Conditions #10 is amended as follows: **Binding Arbitration:** Any matter 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. There is no time limit to request arbitration. The following statement has been added: **Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.**

**In Washington:** Under “General Provisions” #1 is amended to include the following: 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. The following statement has been added: Obligations of the obligor are insured by a service **Agreement** reimbursement policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. You may make a claim directly with Virginia Surety Company, Inc. who insures the obligations of National Product Care Company under this contract, at the following address: 175 West Jackson Blvd., Chicago, IL 60604.

**In Wisconsin:** Under “General Provisions” the following statement has been added: You will be made whole before the insurer may retain amounts it has recovered. Under “Exclusions” the following statement has been removed: Unauthorized repairs and/or parts. Under “How to File a Claim” is amended to include the following: 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. The following statement has been added: Notice: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Under “General Provisions” #10 is amended to include the following: Arbitration must be agreed to by all parties involved. Under “General Provisions” #4 is amended to include: **We** can only change the rate upon renewal. Any rate increase will not exceed 25% of the Monthly **Agreement** Charge.

**In Wyoming:** Under “General Provisions” #10 is amended to include the following: Arbitration can only be final and binding, if agreed to by the parties involved, and in a separate written **Agreement**. The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

**In Alabama, Arkansas, Missouri, New York, Oregon, South Carolina, Vermont, and Washington:** The

following statement has been added: Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the **Administrator**, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a **Breakdown** that creates a risk to health or property and that such failure requires an immediate repair be made.

**In Alabama, Arkansas, Hawaii, Maryland, Minnesota, New York, South Carolina, Texas, Washington, and Wyoming:** Under “General Provisions” #1 is amended to include the following: If You cancel Your **Agreement** within thirty (30) days of receipt of Your **Agreement** and do not receive a refund or credit within thirty (30) days of receipt of the returned service **Agreement**, a ten percent (10%) penalty per month shall be applied to the refund.

**In Alabama, Arkansas, Arizona, Hawaii, Missouri, New Hampshire, New Mexico, New York, South Carolina, Texas, Utah, and Washington:** The following statement has been added: This **Agreement** does not exclude pre-existing conditions.

**In Arizona, Florida, Georgia, Nevada, Oklahoma, and Wisconsin:** Under “General Provisions” #1.a is replaced the following: You may cancel this **Agreement** for any reason at any time. To cancel this **Agreement**, You must provide notification to the **Administrator** or Our designated **Representative**. If you cancel this **Agreement**, You will receive a refund of the current **Monthly Agreement Charge**. Your **Agreement** will automatically terminate for non-payment of the full **Monthly Agreement Charge** by the billing due date. If Your **Agreement** is terminated, We will not reinstate Your **Agreement**.

**In Arkansas and Missouri:** The following statement has been added: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If the **Administrator** does not pay a claim or provide service within sixty (60) days of submitting the claim, the claim can be submitted to Virginia Surety Company, Inc. at 175 West Jackson Blvd., Chicago, Illinois 60604. Telephone number is 1-800-209-6206. A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation.

**In Alabama, Arizona, Connecticut, Georgia, Illinois, Kentucky, Montana, New Hampshire, New York, North Carolina, Ohio, Texas, Utah, Wisconsin and Wyoming:** The following statement has been added: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If the **Administrator** does not pay a claim or provide service within sixty (60) days of submitting the claim, the claim can be submitted to Virginia Surety Company, Inc. at 175 West Jackson Blvd., Chicago, Illinois 60604. Telephone number is 1-800-209-6206.

**In Hawaii, Minnesota, Nevada, Oregon, and South Carolina:** The following statement has been added: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.