

Worry-Free Outdoor Protection Plan – RG77.01

Coverage Term FIVE (5) Years

Reporting Time Frame Thirty (30) days

Please read this **PLAN** carefully, as it describes the protection **YOU** will receive in return for **YOUR** payment of the **PLAN PURCHASE PRICE**, and it contains a **Dispute Resolution/Arbitration AGREEMENT and Class Action Waiver**. **NOTICE:** (1) THE PURCHASE OF THIS **PLAN** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT. (2) THIS **PLAN** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**.

I. **General Terms:**

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

II. **Definitions:**

- A. **"ACCIDENTAL DAMAGE"** - any stain or **DAMAGE** that occurs suddenly as the result of a single, unavoidable, non-deliberate action.
- B. **"ACCUMULATION"** - a buildup of multiple stains or **DAMAGES** that have occurred over time and have not been addressed and cannot be attributed to a single incident.
- C. **"ADMINISTRATOR"** - the entity responsible for administering the **PLAN**, which is Palladio, LLC, 1700 Palm Beach Lakes Blvd., Suite 1100, West Palm Beach, FL 33401, 888-437-8675.
- D. **"AS IS"** - furniture that is sold in the clearance area of a **RETAILER** and does not have a manufacturer warranty.
- E. **"COVERED PRODUCT(S)"** - the outdoor furniture, defined as upholstered furniture, chairs, tables, deck boxes, umbrellas made of materials designed for outdoor use including resin rattan, strapping, sling, metals and wood that **YOU** purchased new and is used for residential purposes (personal, family, or household use) that is **COVERED** by this **PLAN**, as indicated on the invoice and/or cash register receipt.
- F. **"COVERAGE TERM"** - the years of coverage under this **PLAN** starting on the **EFFECTIVE DATE** and in effect for the specified number of years indicated in the header of this page.
- G. **"DAMAGE"** - physical harm caused to a **COVERED PRODUCT** in such a way to impair its normal function.
- H. **"EFFECTIVE DATE"** - the date on which **YOUR COVERED PRODUCT** is delivered to **YOU**, or picked up by **YOU** from the **RETAILER**, and qualifies for coverage under this **PLAN**.
- I. **"FAILURE"** - inability to perform a normal function.
- J. **"GENERAL SOILING"** - build-up of dust, dirt, soil, or body oils occurring over time from normal use
- K. **"MATCHING SET"** - either two or more identical pieces of **COVERED PRODUCT** sold together or two or more pieces of furniture that are made by the same manufacturer and have the same design, cover, color, and use that are sold together.
- L. **"PLAN"** or **"AGREEMENT"** - this Service Contract, including the invoice and/or cash register receipt.
- M. **"PURCHASE PRICE"** - the dollar value paid for the **PLAN** as indicated on **YOUR** invoice and/or cash register receipt
- N. **"REPORTING TIME FRAME"** - the maximum number of days within the **COVERAGE TERM** after discovery of the stain or **DAMAGE** that is reportable to **US** in order to qualify for service under this **PLAN** as specified in Section VII. This time period is indicated in the header of this page.
- O. **"RETAILER"** - the store, website, or outlet where the **COVERED PRODUCT(S)** and the **PLAN** were purchased.
- P. **"RTO TRANSACTION"** - a Rent to Own Transaction, where the **COVERED PRODUCT(S)** was initially acquired under a rental or lease purchase transaction.
- Q. **"WE", "US", "OUR",** and **"OBLIGOR"** - the company obligated under this **PLAN** as referenced in Section III **"OBLIGOR"** of this **PLAN**.
- R. **"WEAR AND TEAR"** - the expected decline in the condition of the **COVERED PRODUCT** through normal daily use.
- S. **"YOU"** and **"YOUR"** - the purchaser of this **PLAN** as shown on the invoice and/or cash register receipt, including the **LESSEE** if the **COVERED PRODUCT** is the subject of an **RTO TRANSACTION**.

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

- A. In Florida, the **OBLIGOR** of the **PLAN** is LYNDON SOUTHERN INSURANCE COMPANY, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738, Florida License No. 03698.
- B. In Arizona, Colorado, Hawaii, North Carolina, New Mexico, Oklahoma, Virginia, Washington and Wyoming the **OBLIGOR** of the **PLAN** is 4warranty Corporation, 10751 Deerwood Park Blvd., Suite 200, Jacksonville Florida 32256 (800-867-2216), Oklahoma License No. 521632566.
- C. In all other states, the **OBLIGOR** of the **PLAN** is Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida, 33401, receiving mail at P.O. Box 11355, West Palm Beach, Florida 33419.
- D. **WE** reserve the right to transfer **OUR** obligations to another properly licensed entity.

IV. **YOUR Responsibilities:** **YOU** are responsible to report each accident as it occurs within the **REPORTING TIME FRAME**. This **PLAN** is not a maintenance or cleaning contract. In order to receive coverage under this **PLAN**, **YOU** must maintain **YOUR COVERED PRODUCT** as recommended by the manufacturer in accordance with the Manufacturer's Owner's Manual or Guide, or alternatively to be eligible to receive coverage, by using **OUR** recommended product(s) to maintain **YOUR COVERED PRODUCT**. The list of recommended products

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can be found at **OUR** website, www.unifers.com. All fabrics are subject to **GENERAL SOILING** and this warranty does not eliminate the need for routine care. Routine cleaning and preventive maintenance, protection from direct sunlight when possible, and protection from prolonged exposure to heat sources and vents as well as use of the **COVERED PRODUCT** within the manufacturer guidelines are **YOUR** responsibility to be eligible for service.

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

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

1. Accidental stain attributed to a single incident (excluding **ACCUMULATION** or **GENERAL SOILING**);
2. Accidental mark from an ink pen, crayon or permanent marker up to 6" in length, rip, tear, burn, and accidental surface **DAMAGES** that penetrate the finish

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

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

VI. **Exclusions and Limitations:**

- A. **Service or replacement is limited to the DAMAGED COVERED PRODUCT(S) only. The total value of such replacement is limited up to the value of the COVERED PRODUCT with a maximum of \$50,000 (fifty thousand dollars).**

- B. **Not all types and causes of stains and DAMAGES are COVERED by the PLAN. No service or benefit is provided for any of the following:**

1. **Anything not specifically listed in Section V. What Is COVERED;**
2. **ACCUMULATION is considered to be avoidable and therefore not COVERED;**
3. **Stain or DAMAGE to a product that is not a COVERED PRODUCT;**
4. **Stain or DAMAGE to a COVERED PRODUCT that has already been replaced under this PLAN;**
5. **WEAR AND TEAR, which shall mean the expected decline in the condition of the COVERED PRODUCT through normal daily usage. WEAR AND TEAR shall include, but not be limited to:**
 - a. **Scuffing, surface abrasions, wrinkles, pilling and fraying;**
 - b. **GENERAL SOILING; and**
 - c. **Stains, dye transfer and/or DAMAGE that accumulate over time and are not the result of a singular incident or accident;**
 - d. **Loss of foam resiliency, as defined as softening and flattening of seat cushion cores, padding, foam, and fibers; and**
 - e. **Color loss or fading.**
6. **Improper Care and Maintenance, including but not limited to:**
 - a. **ACCUMULATION;**
 - b. **Stain or DAMAGE resulting from cleaning methods or products other than those recommended by US and/or the manufacturer of YOUR COVERED PRODUCT;**
 - c. **Stain or DAMAGE caused during assembly of furniture or "Ready-To-Assemble" furniture, including self-installation;**
 - d. **Stain or DAMAGE caused by FAILURE to comply with the manufacturer's warranty;**
 - e. **Any costs YOU incurred cleaning or repairing YOUR COVERED PRODUCT without OUR prior authorization; and**
 - f. **Stain or DAMAGE caused by service, maintenance personnel or contractors.**
7. **Misuse, including but not limited to:**
 - a. **Intentional drawing or writing on furniture is considered preventable and non-accidental;**
 - b. **Stain or DAMAGE as a result of using the furniture for anything other than its intended purpose. Including but not limited using chairs or tables as step stools or using YOUR furniture as a ladder;**
 - c. **COVERED PRODUCTS used for commercial or institutional purposes, such as doctors' offices, waiting rooms, and home day care are considered misuse; and**
 - d. **Willful or intentional stain or DAMAGE to the COVERED PRODUCT.**
8. **Ineligible Furniture or Components**
 - a. **Mattresses, except for futon covers and/or futon cushions;**
 - b. **Accessory pillows, throws or blankets;**
 - c. **"X" Cleaning Code fabrics (fabric that is not cleanable or non-colorfast), suede and nubuck leather;**
 - d. **Plastic "Ready-To-Assemble" PRODUCT(s);**
 - e. **Outdoor fireplaces, fire pits, or any outdoor electrically powered accessories;**
 - f. **COVERED PRODUCT(S) sold "as-is", "pre-owned", rental (other than an RTO Transaction), or non-residential outdoor furniture;**
 - g. **Pre-existing conditions, i.e., PRODUCT(S) sold that are stained and/or DAMAGED at the time of purchase;**
 - h. **Windings, wrappings or bindings on rattan, bamboo, or wicker furniture made from natural or wood materials;**
 - i. **Any add-on product, accessory or attachment(s) to the COVERED PRODUCT;**

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- j. Any furniture intended for indoor use that is used outdoors; and
 - k. Batteries and/or corrosion DAMAGE from batteries.
 - 9. Stain or DAMAGE COVERED under any manufacturer's warranty, or under any homeowners, renters, insurance policy or sellers guarantee;
 - 10. Stain or DAMAGE caused in transit, including delivery, moves between residences, or into or out of storage;
 - 11. Stain or DAMAGE occurring from incontinence or repetitive bodily fluid stains are not COVERED;
 - 12. Any and all odors, including those resulting from mold, mildew, or a COVERED stain;
 - 13. Animal DAMAGE from teeth, beaks, or claws except for "ONE TIME" ACCIDENTAL DAMAGE attributed to an incident caused by a domestic pet (repetitive DAMAGE or DAMAGE on two or more areas of YOUR COVERED PRODUCT is considered preventable, not ACCIDENTAL DAMAGE and is not COVERED under this PLAN);
 - 14. Rust or corrosion;
 - 15. External causes including fire, insects, rodents or infestation of any kind. Acts of nature, including but not limited to hurricanes, tornados, windstorm (winds 34+ mph), rain, flood, hail, earthquake or any other peril which cannot be foreseen or prevented;
 - 16. Stain or DAMAGE to COVERED PRODUCT(S) no longer in YOUR possession;
 - 17. Duplicate or multiple claims for the same reported issue; and
 - 18. FAILURES that occur outside of the 50 states of the United States of America and the District of Columbia.
 - C. WE will exercise reasonable efforts in providing service under this PLAN, but neither WE nor the RETAILER shall be liable for any DAMAGE arising out of delays.
 - D. OUR OBLIGATIONS UNDER THIS PLAN ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE. WE DO NOT MAKE ANY OTHER EXPRESSED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT OR CONSEQUENTIAL DAMAGES AND THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. Fraud results in higher costs to the consumer and is illegal. It is OUR policy to deny service and/or prosecute individuals that submit fraudulent claims.
- VII. **How to Obtain Service:** YOU must file a claim within the REPORTING TIME FRAME by using the smartphone App available from Apple App Store or Google Play Store, going to www.warranty-service.com, or by calling the ADMINISTRATOR. When filing a claim, YOU may be required to submit photos of the stained or DAMAGED area of YOUR COVERED PRODUCT. Claims must be submitted within both the REPORTING TIME FRAME and COVERAGE TERM in order to be considered for service. No claims will be accepted after the COVERAGE TERM. YOU must obtain prior approval by US for any services provided under this PLAN.
- VIII. **Service Procedures:** Upon receiving a valid claim COVERED by this PLAN, WE may elect to repair or replace the COVERED PRODUCT or reimburse YOU a portion of the PURCHASE PRICE of the COVERED PRODUCT(S) via settlement AGREEMENT, as determined by US as follows:
- A. **Repair:** Provide cleaning advice, repair advice and/or repair products to aid in stain removal or repair of the DAMAGE. If the stain or DAMAGE persists, YOU may receive a no charge virtual inspection or an in-home visit by a professional furniture technician. The professional furniture technician will inspect YOUR COVERED PRODUCT, confirm that the reported stain or DAMAGE is COVERED, attempt to remove the stain or repair the DAMAGE of the COVERED item, and submit a report to US. An adult (of legal age) must be present at YOUR home when the on-site service is performed. If the technician determines that repairs must be made off-site, the DAMAGED COVERED PRODUCT will be removed and returned at no cost to YOU.
 - B. **Replace:** If WE are unable to repair YOUR COVERED PRODUCT, WE may elect to replace the affected area or part of the COVERED PRODUCT. If the affected area or part cannot be replaced, WE may elect to issue YOU an authorization letter from US to select a new replacement piece of equal or lesser value to the original retail PURCHASE PRICE from the RETAILER from whom this PLAN was purchased. The replacement authorization is valid for 60 days. YOU must select YOUR replacement within this time frame. The replacement value excludes taxes, delivery fees, and PLAN PURCHASE PRICE. If the replacement selection retail PURCHASE PRICE is higher than the original retail PURCHASE PRICE, it is YOUR responsibility to pay for the difference. If WE replace YOUR COVERED PRODUCT, the original COVERED PRODUCT will become OUR property. YOU may be given the option of a full refund of YOUR PLAN purchase in lieu of cleaning, replacement, or reupholstering, should YOU decide to keep the original furniture in its present condition. WE will not cover DAMAGE to a COVERED PRODUCT that has already been replaced under this PLAN. YOU may purchase another PLAN for such replaced COVERED PRODUCT if the replaced COVERED PRODUCT is/are not a part of a MATCHING SET. WE may at OUR discretion will replace matching pieces of COVERED PRODUCT(S) that is/are not DAMAGED or otherwise not eligible for coverage under this PLAN. In the case of a dining table and chairs set, WE will only replace DAMAGED pieces if available. If the chair is unavailable, WE will replace the set of chairs. If the replacement set does not match the table, a matching table will be replaced. In the case for Sectionals (defined as upholstery designed and assembled as a single unit), WE will replace the individual piece if available. If a piece of the Sectional is unavailable, the entire Sectional will be replaced. In the event that the DAMAGED structural product reselection does not match the rest of the products purchased, the PLAN will allow for reselection value of all the matching pieces of the COVERED PRODUCTS purchased and COVERED under the PLAN. In the event that the DAMAGE is to just the cushion(s) or umbrella(s), and there is no DAMAGE to the other COVERED PRODUCTS (chairs, frames,

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tables, etc), the replacement would be limited to the cushion(s) or umbrella(s) only if **WE** are able to provide correctly sized cushions for the group. In the event that the **DAMAGED** item is a cushion or umbrella offered separately and cannot be repaired or replaced, the **PLAN** will allow for reselection value of all cushions and umbrella(s). **WE** will **not** replace pieces of product(s) that is/are not **DAMAGED** or otherwise not eligible for coverage under this **PLAN**. If **YOUR** replacement selection retail **PURCHASE PRICE** is lower than **YOUR** original retail **PURCHASE PRICE**, no refund or credit shall be given under this **PLAN**. In the event **YOU** submit a **COVERED** claim for **ACCIDENTAL DAMAGE** that **WE** are unable to clean or repair and the **RETAILER**, where you originally purchased **YOUR COVERED PRODUCT** has closed, changed ownership, or has stopped selling **COVERED PRODUCT** since **YOUR** purchase, this **PLAN** may be limited to service only or terminated and **WE** will give you a pro rata refund of the original **PURCHASE PRICE** of this **PLAN** which will fulfill **OUR** obligation under this **PLAN**. Liability will be limited to a refund of the **PURCHASE PRICE** of the **PLAN** **YOU** purchased.

C. **Reimburse:**

1. If **WE** are unable to repair or replace **YOUR COVERED PRODUCT**, or where the cost of repair may exceed the current retail replacement value of **YOUR COVERED PRODUCT**, or replacement is required and either parts, matching fabric or matching leather needed for repair should become unavailable for **YOUR COVERED PRODUCT**, **WE** may offer to **YOU** the option to be partially reimbursed for the **PURCHASE PRICE** of **YOUR COVERED PRODUCT** via settlement **AGREEMENT** in an amount determined by **US**. Where **YOUR COVERED PRODUCT** was acquired under an **RTO TRANSACTION**, any reimbursement amount will be made to the owner, which will be the lessor if **YOU** have not purchased the **COVERED PRODUCT**. **YOUR** decision to accept reimbursement via settlement **AGREEMENT** must be made within the stated time frame in the written offer and will fulfill this **PLAN** in its entirety and will cancel and discharge all further obligations under this **PLAN**, where allowed by law. The amount of the settlement is determined by **US** by using several factors, including but not limited to, the type of **COVERED PRODUCT**, time remaining on **YOUR PLAN**, market cost of replacement **COVERED PRODUCT**, etc. In the event **YOUR PLAN** covers more than one **COVERED PRODUCT** that was sold as a set, coverage under the reimbursement settlement option shall be limited to the individual **DAMAGED** item within the set. However, if replacement or reimbursement settlement is provided for a **COVERED PRODUCT(S)** that is a part of a **MATCHING SET**, coverage will still be in effect for the other matching pieces for the remainder of the **COVERAGE TERM**. This **PLAN** only covers the **COVERED PRODUCT(S)** listed on **YOUR** sales receipt.
2. If **WE** are unable to repair **YOUR COVERED PRODUCT** and the **RETAILER** has either closed, stopped selling the **COVERED PRODUCT**, or is no longer doing business with **US**, **WE** will issue **YOU** a pro rata refund of the **PURCHASE PRICE** **YOU** paid for the **PLAN** and will fulfill this **PLAN** in its entirety and will cancel and discharge all further obligations under this **PLAN**, where allowed by law.

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

X. **Parts:** Materials furnished as replacements for parts will be drawn from the original manufacturer, the **RETAILER**, or the service contractor's inventory of new parts and components. These materials will be furnished under the provisions of the manufacturer's warranty while still in effect and then by **OUR PLAN** during the remainder of the **COVERED TERM**. **WE** are not responsible for dye lot variation of the replacement part.

XI. **Manufacturer's Warranty:** This **PLAN** is effective during the term of the manufacturer's warranty and thereafter until the end of the **COVERAGE TERM**. It does not replace the manufacturer's warranty but provides certain additional benefits during or after the term of the manufacturer's warranty. Losses **COVERED** by the manufacturer during the manufacturer's warranty period are not **COVERED** under this **PLAN** and are the responsibility of the manufacturer. In the event the manufacturer does not cover labor for **ADDITIONAL COVERED PRODUCTS**, this **PLAN** coverage for the cost of labor commences on the **EFFECTIVE DATE**. If **YOU** should call for service on a **COVERED PRODUCT** **COVERED** under the manufacturer's warranty, **WE** will refer **YOU** to the **RETAILER**.

XII. **Renewal:** This **PLAN** is not renewable.

XIII. **Transfer:** This **PLAN** is not transferable.

XIV. **Cancellation:**

- A. **Cancellation by YOU:** **YOU** may cancel this **PLAN** at any time for any reason by mailing a written request for cancellation and the original copy of this **PLAN** to the **ADMINISTRATOR**, P.O. Box 11355, West Palm Beach, FL 33419, 888-437-8675. If **YOU** cancel this **PLAN** within the first 30 days after receipt of this **PLAN** and have not made a claim, **YOU** will receive a full refund of the price of this **PLAN**. If **YOU** cancel after the first 30 days from receipt of this **PLAN** or at any time after **WE** have paid a claim, **YOU** will receive a pro rata refund based on the period remaining on **YOUR PLAN**, less an administrative fee, not to exceed 10% of the price of the **PLAN** or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.
- B. **Cancellation by US:** If **WE** cancel, **YOU** shall be refunded the unearned pro rata **PURCHASE PRICE** of this **PLAN**, less any claims

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paid. **WE** may not cancel this **PLAN** except for a) fraud, b) material misrepresentation by **YOU**, c) non-payment by **YOU**, d) for violation of any of the terms and conditions of the **PLAN**, and e) if required to do so by any regulatory authority. If this **PLAN** was inadvertently sold to **YOU** on a product which was not intended to be **COVERED** by this **PLAN**, **WE** will cancel this **PLAN** and return the full **PURCHASE PRICE** of the **PLAN** to **YOU**.

XV. **Deductible:** There is no deductible payment required for the coverage described in this **PLAN**.

XVI. **Insurance Backing:** OBLIGATIONS TO PERFORM UNDER THIS **PLAN** ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA, GEORGIA, NEW YORK, WASHINGTON, AND WISCONSIN.

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

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

NEW YORK AND WISCONSIN - THE **OBLIGOR** IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

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

FINANCIAL GUARANTEE:

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

XVII. **How to file a dispute:** The **ADMINISTRATOR** adjudicates **YOUR** claim to the terms and conditions of this **PLAN**. If **YOU** disagree with the **ADMINISTRATOR'S** decision, **YOU** may file a dispute by emailing disputes@warrantyservice.com or logging onto www.warrantyservice.com, or calling 888-437-8675. Please review the **What Is COVERED** and the **Exclusion and Limitations** sections of this **PLAN** prior to submitting a dispute. Disputing a claim outcome will require **YOU** to submit in writing the specific coverage in this **PLAN** that supports **YOUR** dispute. Disputes will be reviewed, and a final decision will be rendered to **YOU** in writing within 30 Days.

XVIII. **Dispute Resolution/Arbitration AGREEMENT and Class Action Waiver:** PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration **AGREEMENT** and Class Action Waiver (collectively including all of this section of this **AGREEMENT**), **YOU**, **WE**, and the **PLAN** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration **AGREEMENT** and Class Action Waiver sets forth the terms and conditions of **OUR AGREEMENT** to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this **PLAN**, including but not limited to claims related to the underlying transaction giving rise to this **PLAN**, claims related to the sale or fulfillment of this **PLAN**, and claims against any third-party (including the Selling **RETAILER** and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **PLAN** or the underlying transaction or the sale or fulfillment of this **PLAN** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under **AGREEMENT**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **OUR** or the **ADMINISTRATOR'S** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration **AGREEMENT**, including but not limited to any unconscionability challenge or any other challenge that the Arbitration **AGREEMENT** is void, voidable or otherwise invalid. Notwithstanding this **AGREEMENT** to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **YOU** acknowledge **YOUR** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this **PLAN**.

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The Parties agree and acknowledge that the transaction evidenced by this **PLAN** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration **AGREEMENT** and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration **AGREEMENT** and Class Action Waiver, then the law of the state where **YOU** purchased the **AGREEMENT** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **YOU**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **YOUR** behalf. The arbitrator may not consolidate more than one person or entity’s claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration **AGREEMENT** shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **YOU**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **YOU** purchased the **PLAN** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **YOUR** total **DAMAGE** claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **YOU** have a right to attend the arbitration hearing in person, and **YOU** may choose to have any arbitration hearing held in the county in which **YOU** live, the closest AAA location to **YOUR** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **YOU** initiate arbitration with AAA, **YOU** must pay the AAA filing fee in an amount no greater than the fee **YOU** would have to pay if **YOU** filed a complaint in federal court. **WE** will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of **YOUR** claims are frivolous, **YOU** shall bear all of the Arbitration Costs. If **WE** initiate arbitration against **YOU**, **WE** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration **AGREEMENT** is deemed invalid or unenforceable, all the remaining portions of this Arbitration **AGREEMENT** shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration **AGREEMENT** shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration **AGREEMENT** and Class Action Waiver and the other provisions of this **PLAN** or any other **AGREEMENT**, this Arbitration **AGREEMENT** and Class Action Waiver governs.

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OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS PLAN (THE DATE OF PURCHASE BEING INDICATED ON YOUR PLAN).

If **YOU** purchased this Plan in Arizona, Colorado, Florida, Hawaii, North Carolina, New Mexico, Oklahoma, Virginia, Washington and Wyoming to Opt-Out, **YOU** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com. In all other states, send **YOUR** Opt-Out notice to either: (1) Tarmo, LLC, P.O. Box 11355, West Palm Beach, Florida 33419 or (2) legal@tarmo.com. With the subject line, "Arbitration/Class Action Waiver Opt-Out." **YOU** must include in **YOUR** Opt-Out notice: (a) **YOUR** name and address; (b) the date **YOU** purchased **YOUR PLAN**; and (c) the **RETAILER**. If **YOU** properly and timely Opt-Out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy:

It is **OUR** policy to respect the privacy of **OUR** customers. For information on **OUR** privacy practices, please review **OUR** privacy policy at www.fortegra.com.

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

This **PLAN** is not a contract of insurance. The purchase of this **PLAN** is not required to either purchase **YOUR** product or to obtain financing.

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

Alabama: Section XIV. **Cancellation** is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment or a material misrepresentation by **YOU** to **US** relating to the **COVERED PRODUCT(S)** or its use.

Arizona: Section XIV. **Cancellation** is amended as follows: If **WE** or **YOU** elect to cancel this **AGREEMENT** prior to its expiration date, **WE** shall provide **YOU** with a pro-rata refund after deducting any claims paid, and administrative expenses. The administrative fee may not exceed seventy-five (\$75) dollars or ten percent (10%) of the **AGREEMENT** fee, whichever is less. The administrative fee or expense may not exceed the amount of the refund due to the **AGREEMENT Holder**. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. The provider fee is the purchase price for which **YOU** paid for this **AGREEMENT**. **Dispute Resolution/Arbitration AGREEMENT and Class Action Waiver** does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance and Financial Institutions, (602) 364-2499. Exclusions listed in the **AGREEMENT** apply once the **COVERED PRODUCT** is owned by **YOU**.

Arkansas: If the **AGREEMENT Holder** elects to cancel this **AGREEMENT** within ten (10) days of receiving the **AGREEMENT**, or within twenty (20) days of receiving the **AGREEMENT** through mail service, and no claims were made, the full purchase price of the **AGREEMENT** shall be refunded to the **AGREEMENT Holder**. If **WE** cancel this **AGREEMENT**, **WE** shall mail **YOU** a written notice with the effective date of

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cancellation and the reason to the last known address contained in **OUR** records within fifteen (15) days of the date of termination. If **WE** cancel, **WE** will provide a pro rata refund of the unearned portion of the **AGREEMENT** fee less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the service contract to the provider. If **WE** cancel this **AGREEMENT**, prior notice is not required if the reason for cancellation is 1) nonpayment of the **AGREEMENT** fee; 2) a material misrepresentation by the **AGREEMENT Holder**; or 3) a substantial breach of duties by the **AGREEMENT Holder** relating to the **COVERED PRODUCT** or its use. **INSURANCE** section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

California: Section XIV. **Cancellation** is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned **PLAN**. For all **COVERED PRODUCTS** other than home appliances and home electronic products, if the **PLAN** is cancelled: (a) within sixty (60) days of receipt of this **PLAN**, **YOU** shall receive a full refund of the purchase price of this **PLAN** provided no service has been performed, (b) within the first sixty (60) days of receipt of this **PLAN** but a claim has been made, **YOU** shall receive a pro rata refund, less the cost of any service received or (c) after sixty (60) days, **YOU** will receive a pro rata refund, less the cost of any service received and less an administrative fee, not to exceed 10% of the price of the **PLAN** or twenty-five dollars (\$25.00), whichever is less. Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, **YOU** may contact BHGS at 1-916-999-2041, or **YOU** may write to Department of Consumer Affairs, 244 S. Market Court, Suite D, Sacramento, CA 95834, or **YOU** may visit their website at www.bhgs.dca.ca.gov. Informal dispute resolution is not available.

Colorado: Section XIV. **Cancellation** is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. There is no administrative fee if **WE** cancel this **PLAN**. **INSURANCE** section is amended as follows: Obligations of the provider under this are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

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

District of Columbia: Section XIV. **Cancellation** is amended as follows A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use.

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

Georgia: Coverage under this **PLAN** is effective upon the expiration of the shortest portion of the manufacturer's warranty. Section XIV. **Cancellation** is amended as follows: If **YOU** cancel this **PLAN** within the first 30 days after receipt of this **PLAN**, **YOU** will receive a full refund of the price of this **PLAN**. If **YOU** cancel after thirty (30) days of receipt of **YOUR PLAN**, **YOU** will receive a pro rata refund of the **PLAN** price. In the event of **Cancellation by US**, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If **YOU** cancel the **PLAN** within the first 30 days after receipt of the **PLAN**, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Cancellation will be effective not less than thirty (30) days from the date of mailing or delivery in person of such

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notice of cancellation. Any refund owed shall be returned to **YOU** on or before the cancellation effective date. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **WE** may not cancel this **PLAN** except for fraud, material misrepresentation, or non-payment by **YOU**. Section VI. **“Exclusions and Limitations”** section of this **PLAN**, exclusion 8. (g.) is removed and replaced with: **Pre-existing conditions known to YOU, i.e., COVERED PRODUCT sold that are stained and/or DAMAGED at the time of purchase;** Section XVIII. **Arbitration** of the **AGREEMENT** is removed.

Hawaii: Section XIV. **Cancellation** is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use.

Illinois: **Cancellation** section is amended as follows: If **YOU** cancel within the first thirty (30) days of the **AGREEMENT** Effective Date, and no service request has been made, **YOU** are entitled to a full refund of the cost of this **AGREEMENT** less a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the **AGREEMENT** fee. If **OBLIGOR** cancels this **AGREEMENT** or if **YOU** cancel this **AGREEMENT** after the first thirty (30) days of the **AGREEMENT** Effective Date, then **YOU** shall be entitled to a pro rata refund of the paid **AGREEMENT** fee for the unexpired term, less an **ADMINISTRATOR** fee of the lesser or \$50 or 10% of the **AGREEMENT** fee, and any actual service costs incurred by **OBLIGOR**.

Indiana: **Insurance** section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

Idaho: **Insurance** section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

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

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

Maine: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. A monthly penalty equal to ten percent (10%) of the outstanding provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **PLAN** to the provider. The administrative fee assessed may not exceed ten percent (10%) of the amount **YOU** paid for this **PLAN**. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

Maryland: Section XIV. **Cancellation** is amended as follows: The **AGREEMENT** may be canceled by **YOU** 1) Within twenty (20) days after receipt of the **AGREEMENT** delivered by mail; 2) Within twenty (20) days after the date of delivery of **AGREEMENT** if delivered to **YOU** at the time of sale; or 3) For a period of time not less than twenty (20) days as specified in the **AGREEMENT**. **WE** will refund one hundred percent (100%) of the purchase price of the **AGREEMENT**, if **YOU** elect to cancel this **AGREEMENT** and no claim has been made within twenty (20) days after the receipt of the **AGREEMENT**. **WE** will be subject to a ten percent (10%) penalty per month for refunds not paid or credited within forty-five (45) days of receipt of returned **AGREEMENT**.

Massachusetts: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**.

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

Minnesota: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to cancellation by **US**. **WE** will provide prior notice of cancellation at least five (5) days prior to **Cancellation by US** if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**.

Mississippi: **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **AGREEMENT** includes a binding **ARBITRATION AGREEMENT**.

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- 2.) The **ARBITRATION AGREEMENT** requires that any dispute related to **YOUR** coverage must be resolved by arbitration and not in a court of law.
- 3.) The results of the arbitration are final and binding on **YOU** and **US**.
- 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **YOU** become a **PLAN HOLDER** under this **PLAN** **YOU** must resolve any dispute related to the **PLAN** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **YOU** need additional information regarding the binding arbitration provision in the **PLAN**, **YOU** may contact **US** at 777 South Flagler Drive, West Palm Beach, Florida, 33401.

Missouri: A claim against the provider shall also include a claim for return of the unearned provider fee. Section XIV. **Cancellation** is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

Montana: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **AGREEMENT**, **WE** will provide five (5) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **WE** have on record. **WE** may cancel this **AGREEMENT** without notice if the reason for cancellation is 1) nonpayment of the provider fee; 2) a material misrepresentation by the service contract holder to the provider; or 3) a substantial breach of duties by the service contract holder relating to the **COVERED PRODUCT** or its use. Insurance section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy.

Nevada: Section XIV. **Cancellation** is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. After this **PLAN** has been in effect for 70 days, **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the following grounds: **YOUR FAILURE** to pay an amount when due; **YOUR** conviction of a crime which results in an increase in the service required under this **PLAN**; discovery of fraud or material misrepresentation by **YOU** in obtaining the **PLAN** or in presenting a claim for service thereunder; discovery of an act or omission by **YOU**, or a violation by **YOU** of any condition of this **PLAN**, which occurred after the **EFFECTIVE DATE** of this **PLAN** and which substantially and materially increases the service required under the **PLAN**; or a material change in the nature or extent of the required service or repair which occurs after the **EFFECTIVE DATE** of the **PLAN** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **PLAN** was issued or sold. If **WE** cancel this **PLAN**, **WE** will mail written a notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to **Cancellation by US**. There is no administrative fee if **WE** cancel this **PLAN**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. Section XVII. **Arbitration** of this **PLAN** is removed. This **PLAN** will not cover any unauthorized or non-manufacturer recommended modifications to the **COVERED PRODUCT**, or any **DAMAGES** arising from such unauthorized or non-manufacturer recommended modifications. However, if the **COVERED PRODUCT** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **ADMINISTRATOR** will not automatically suspend all coverage. Rather, this **PLAN** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any **DAMAGES** arising therefrom, unless such coverage is otherwise excluded by the terms of this **PLAN**.

If **YOU** are not satisfied with the manner in which **WE** are handling a claim under this **PLAN**, **YOU** may contact the Nevada Division of Insurance toll free at 888-872-3234. References to administrative fees under Section XIV. **Cancellation** is hereby amended to "cancellation fees".

New Hampshire: In the event **YOU** do not receive satisfaction under this **PLAN**, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. **CANCELLATION** section is amended as follows: No **Obligor**, designee or any other representative of the **Obligor**, shall in connection with any benefits, advantages, conditions, terms or services available in connection with this **Agreement** fail to refund the unearned contract fees with a duration of twelve (12) months or more. The administrative fee for cancellation is ten percent (10%) of the contract price or seventy-five (\$75) dollars, (whichever is less) for a contract of any duration and the cost of claims paid will not be deducted from **Your** refund.

Section XVIII. **Arbitration** of this **PLAN** is removed.

New Jersey: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **AGREEMENT**, **WE** will provide five (5) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **WE** have on record. **WE** may cancel this **AGREEMENT** without notice if the reason for cancellation is 1) nonpayment of the provider fee; 2) a material misrepresentation by the service contract holder to the provider; or 3) a substantial breach of duties by the service contract holder relating to the **COVERED PRODUCT** or its use. **Insurance** section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy.

New Mexico: Section XIV. **Cancellation** is amended as follows: After this **PLAN** has been in effect for 70 days, **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the

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following grounds: **YOUR FAILURE** to pay an amount when due; **YOUR** conviction of a crime which results in an increase in the service required under this **PLAN**; discovery of fraud or material misrepresentation by **YOU** in obtaining the **PLAN** or in presenting a claim for service thereunder; or discovery of an act or omission by **YOU**, or a violation by **YOU** of any condition of this **PLAN**, which occurred after the **EFFECTIVE DATE** of this **PLAN** and which substantially and materially increases the service required under the **PLAN**. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least fifteen (15) days prior to **Cancellation by US**. There is no administrative fee if **WE** cancel this **PLAN**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **PLAN**.

New York: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **AGREEMENT**, **WE** will provide fifteen (15) days' written notice of cancellation, including the effective date of the cancellation and the reason for the cancellation, to the last known mailing address **WE** have on record. **WE** may cancel this **AGREEMENT** without notice if the reason for cancellation is 1) nonpayment of the provider fee; 2) a material misrepresentation by the service contract holder to the provider; or 3) a substantial breach of duties by the service contract holder relating to the **COVERED PRODUCT** or its use. **WE** will refund one hundred percent (100%) of the purchase price of the **AGREEMENT**, if **YOU** elect to cancel this **AGREEMENT** and no claim has been made within twenty (20) days after the receipt of the **AGREEMENT**. **WE** will be subject to a ten percent (10%) penalty per month for refunds not paid or credited within thirty (30) days of receipt of returned **AGREEMENT**.

Insurance section is amended as follows: Obligations of the provider under this **AGREEMENT** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

North Carolina: Section XIV. **Cancellation** is amended as follows: **WE may not cancel this AGREEMENT except for non-payment by YOU or for violation of any of the terms and conditions of this AGREEMENT. YOU may cancel this AGREEMENT any time after the date of purchase and receive a pro rata refund less any claims paid on the AGREEMENT and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro rata refund.**

Oklahoma: This **PLAN** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Section XIV. **Cancellation** is amended as follows: This **AGREEMENT** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Cancellation section is amended as follows: In the event **YOU** cancel this **AGREEMENT**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata contract cost, less any claims that have been paid or less the cost of repairs made on **YOUR** behalf. In the event **WE** cancel this **AGREEMENT**, return of provider fee shall be based upon one hundred percent (100%) of unearned pro rata provider fee less any claims that have been paid or less the cost of repairs made on **YOUR** behalf. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Upon **FAILURE** of the **OBLIGOR** to perform under the **PLAN**, the insurer shall pay on behalf of the **OBLIGOR** any sums the **OBLIGOR** is legally obligated to pay and any service that the **OBLIGOR** is legally obligated to perform. Section XIV. **Cancellation** is amended as follows: **YOU** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **YOUR PLAN** is returned to the provider. Section XVII. **Arbitration** of this **PLAN** is removed. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply.

South Carolina: If **YOU** purchased this **PLAN** in South Carolina, complaints or questions about this **PLAN** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to cancellation by **US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**.

Texas: If **YOU** purchased this **PLAN** in Texas, unresolved complaints concerning providers and **ADMINISTRATORS** or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **ADMINISTRATOR:** Palladio, LLC, 1700 Palm Beach Lakes Blvd, Suite 1100, West Palm Beach, FL 33401, (877) 778-2458, TX Lic # 255. Section XIV. **Cancellation** is amended as follows: There is no administrative fee if this **PLAN** is cancelled within thirty (30) days of delivery. If **YOU** cancel within thirty (30) days of delivery and **YOU** have made a claim under the **PLAN**, **YOU** shall receive a refund of the full purchase price of the **PLAN** less claims paid. A ten percent (10%) penalty of the amount outstanding per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. **YOU** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **YOUR PLAN** is returned to the provider. If **WE** cancel this **PLAN**, **WE** will mail a written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, fraud or material misrepresentation by **YOU** to **US** or the **ADMINISTRATOR**, or a substantial breach of duties by **YOU** relating to

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the **COVERED PRODUCT(S)** or its use. There is no administrative fee if **WE** cancel this **PLAN**.

Utah: Definition Section – the definition for **ADMINISTRATOR** is amended as follows: the entity responsible for administering the **PLAN**, which is Palladio US, LLC, 1700 Palm Beach Lakes Blvd., Suite 1100, West Palm Beach, FL 33401, 888-437-8675. This **PLAN** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **PLAN** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **YOU** to the **ADMINISTRATOR** as soon as reasonably possible. **FAILURE** to furnish such notice or proof within the time required by this **PLAN** does not invalidate or reduce a claim. Section XIV. **Cancellation** is amended as follows: **WE** cannot cancel this **PLAN** before the expiration of **COVERAGE TERM** or one year after the effective date of the **PLAN**, whichever occurs first, except on any of the following grounds: **YOUR** nonpayment; material misrepresentation; substantial change in the risk assumed, unless **WE** should reasonably have foreseen the change or contemplated the risk when entering into the **PLAN**; or substantial breaches of contractual duties, conditions, or warranties. If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation. Cancellation will be effective no sooner than thirty (30) days after the delivery or first-class mailing of the written notice. If **WE** cancel this **PLAN** for **YOUR** nonpayment, cancellation will be effective no sooner than ten (10) days after delivery or first class mailing of the written notice. The notice of cancellation must be in writing to **YOU** at **YOUR** last known address and contain all of the following: (1) the **PLAN** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. **EMERGENCY SERVICE:** If after 5pm Eastern Time, **YOU** are unable to reach the **ADMINISTRATOR** and **YOU** require emergency repair, **YOU** may contact any manufacturer authorized service repair facility listed in **YOUR** phone book or online. **YOU** are required to contact the **ADMINISTRATOR** on the next business day. Mail **YOUR** original repair bill along with the technician's report and a copy of the **PLAN** to the **ADMINISTRATOR**. All coverage and exclusions in this **PLAN** will apply. Obligations of the provider of this **PLAN** are guaranteed under a reimbursement insurance policy issued by **Lyndon Southern Insurance Company, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738**. Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a claim directly against the insurance company.

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

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

Wisconsin: Section XVII. **Arbitration** of this **PLAN** is removed. Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least five (5) days prior to **Cancellation by US**. **WE** may only cancel this **PLAN** for **YOUR** nonpayment of the provider fee, **YOUR** material misrepresentation to **US** or the **ADMINISTRATOR**, or **YOUR** substantial breach of duties relating to the **COVERED PRODUCT(S)** or its use. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. If **YOU** cancel within thirty (30) days of receipt of **YOUR PLAN**, **YOU** must first return to the **RETAILER** or to the **ADMINISTRATOR** should the **RETAILER** not be available. Proof of loss should be furnished by **YOU** to the **ADMINISTRATOR** as soon as reasonably possible and within one (1) year after the time required by this **PLAN**. **FAILURE** to furnish such notice or proof within the time required by this **PLAN** does not invalidate or reduce a claim. A ten percent (10%) penalty per month of the refund amount outstanding shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. If **ADMINISTRATOR** fails to provide, or reimburse or pay for, a service that is **COVERED** under this **PLAN** within sixty-one (61) days after **YOU** provide proof of loss, or if the **ADMINISTRATOR** becomes insolvent or otherwise financially impaired, **YOU** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. In the event of a total loss of property that is not **COVERED**, **YOU** shall be entitled to cancel the **PLAN** and receive a pro rata refund of any unearned provider fee, less any claims paid. Therefore, in this specific situation no fee may be assessed to **YOU**.

Wyoming: Section XIV. **Cancellation** is amended as follows: If **WE** cancel this **PLAN**, **WE** will mail written notice to **YOU** at **YOUR** last known address stating the effective date and reason for cancellation at least ten (10) days prior to **Cancellation by US**. Prior notice of cancellation will not be provided if **WE** cancel for **YOUR** nonpayment, a material misrepresentation by **YOU** to **US**, or a substantial breach of duties by **YOU** relating to the **COVERED PRODUCT(S)** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **PLAN**. Section XVIII. **Arbitration** of this **PLAN** is removed.