5 Year Furniture Protection - RG04.02
Terms and Conditions

1. DEFINITIONS: Throughout this Service Contract (“Plan”) the words (1) “you” and “your” refer to the purchaser of this Plan as shown on the invoice and/or cash register receipt including the Lessee, if the product was acquired under a RTO (Retailer to owner) or lease-purchase agreement. (2) “we,” “us,” “our” refer to the company obligated under this Plan as referenced in the Provider section of this Plan; (3) “product” refers to furniture sold and used for residential purposes (personal, family or household use) that is constructed of upholstery fabric, microfiber, coated fabrics, A & P leather, bonded leather, bycast leather, lychee leather, vinyl, wood, woods, laminates, metal, stone, or any combination thereof as listed in the contract terms, and (4) “retailer” indicates the store or outlet where you purchased the product(s) and this Plan.

2. PROVIDER: The Provider of this Plan depends on the state in which you purchased the Plan. If you purchased this Plan in the following states, “we,” “us,” and “our” mean the Lessee under the RTO Transaction and not the lessor.

3. AGREEMENT: In return for your purchase of this Plan, we agree to provide the benefits stated herein during the term as described below. This PLAN IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING 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.

4. FURNITURE COVERED BY THIS PLAN: New Upholstered Fabric, Microfiber, Coated Fabric, A & P Leather, Bonded Leather, Bycast Leather, Lychee Leather, Vinyl, Wood, Laminates, Metal, Stone, and other hard surfaces resulting from:

- Accidental or non-structural damage, including but not limited to:
  - Checking, cracking, bubbling or peeling of the coating of finish on hard surfaces
  - Water or Beverage Marks or Rings
  - All accidental stains attributed to a single occurrence (excluding accumulation defined as a gradual buildup of dirt, dust, body oils and perspiration, and any other stains or marks resulting from leakage or spillage)
  - Natural flaws, manufacturer’s defects of leather or upholstery, odors, pet damage from teeth, beaks, or claws;
  - suede or nubuck leather;
  - scratches, splitting, cracking and/or peeling of A & P leather, bycast leather, bicast leather, bonded leather, or vinyl finishes;

5. COVERAGE: Five (5) years from the date you take delivery of your new furniture; this Plan provides you coverage for all products covered under this Plan in the following states, AL, AK, CA, CT, DE, DC, GA, IA, ID, IL, IN, KS, KY, LA, MD, MA, ME, MI, MN, MO, MS, MT, NE, ND, NH, NJ, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WI, WV, with the exception of the states highlighted below, where it is limited to the cash settlement option.

- Florida License No. 03698 and in Arizona, Colorado, Hawaii, North Carolina, New Mexico, Virginia, Washington and Wyoming where it is limited to the cash settlement option

6. TERMS AND CONDITIONS:

- MANUFACTURER’S WARRANTY: The manufacturer’s warranty period, the manufacturer is responsible for product(s) and service covered under its warranty. If you should call for service on a product covered under the manufacturer’s warranty, we will refer your call to the manufacturer.

- MANUFACTURER’S WARRANTY: During the manufacturer’s warranty period, the manufacturer is responsible for product(s) and service covered under its warranty. If you should call for service on a product covered under the manufacturer’s warranty, we will refer your call to the manufacturer.

7. IF YOU NEED SERVICE: You may file a claim with the Warranty Service APP, 24 hours a day the Warranty Service APP is available at Apple and Android stores, or call Tarmo, LLC, 777 South Flagler Drive, West Palm Beach, Florida 33401 (800) 867-2216; or call our Repair Service at 855, West Palm Beach, Florida 33419. We reserve the right to transfer our obligations to another entity.

8. DELAYS: 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; and in no event shall we or the retailer be liable for consequential damage. In the event your repair requires more than thirty (30) days to complete, the expiration date of your Plan will be extended by the total number of days, in excess of thirty (30) days, that were required to complete the repair.

9. IF WE CAN NOT REPAIR OR REPLACE YOUR PRODUCT: In the event we are unable to repair or replace your product, we will pay you the cash settlement amount of the purchase price of your covered product(s) less any deduction for trade-in or scrap value. If the repair or replacement of the product(s) is not available in your area, we may elect to replace the affected area. If the affected area cannot be repaired or replaced, we may elect to remove and return the product at no cost to you, OR

- Provide cleaning, repair advice and/or repair products to aid in stain removal or repair of the damage. If
- the technician determines that repairs must be made off-site, the damaged product will be removed and
- returned at no cost to you, OR

- If we are unable to repair your product, we may elect to replace the affected area. If the affected area cannot be repaired, then we may elect to have you select a new replacement piece equal or lesser in value to the original product purchased from us. You will be responsible for the difference in cost. This Plan does not cover shipping costs. The delivery fees, and Plan purchase price or if a replacement selection is higher in value than the original it is your responsibility to pay for the difference in value. If your selection is lower in cost than your original product purchase price, no refund or credit will be given under this Plan, OR

- If we are unable to replace your product, or where the cost for repair may exceed the current retail replacement value of your covered product, or replacement is required and either, parts, matching, matching may need to replaced to resemble your current product, OR if the cost of the product(s) may exceed the current retail replacement value of your covered product, the product(s) may be reduced to cash settlement. When your product was acquired under a RTO (Rent to Own Transaction), any cash settlement will be made to the owner, who will be the lessor if you have not purchased the product. The amount of the cash settlement shall exceed the length of the current retail cost of a replacement product of like kind and quality, or the retail purchase price you paid for the covered product. Payment of a cash settlement 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 cash settlement is determined by us, which is based on the current replacement cost of the covered product and the age of the covered product. In the event your Plan covers more than one product that was sold as a set, coverage under the cash settlement option shall be based on the individual damages incurred. If replacement is provided for a product(s) that is a part of a matching set, the coverage will be in effect for the other matching pieces for the remainder of the coverage period. This Plan only covers the product(s) listed on sales receipt. We will replace matching pieces of product(s) that are not damaged or otherwise not eligible for coverage under this Plan (except for sections, dining table and chairs, when necessary).

A. If we replace your covered product, the original product will become your property. You may be given the option of a refund of your original purchase price in lieu of replacement, or reupholstering, should you decide to keep the original furniture in its present condition. Products that are replaced under this Plan are no longer covered by this Plan (this does not include other pieces covered under this plan that were not covered by your current purchase price) and replaced product(s) to cover those product(s) if the replaced product(s) are not a part of a matching set.

B. In the event you submit a covered claim for a stain or damage that we are unable to repair and the particular store cannot repair your furniture, the store will order a new replacement piece from the manufacturer, or store will order new product for your damaged furniture. New furniture since your purchase, this claim may be limited to service only or terminated and we will give you a rata refund of the original purchase price of this Plan which will complete your coverage under this Plan. If a rata refund has been issued, all terms and conditions of the plan will be void and all future claims will be void.

Important:

- For delivery or assembly damage, or for manufacturer defect within the first year after your purchase, contact the store where you purchased your product directly.

- Please make sure to be near the furniture when filing a claim as photos of the issue and other details will be requested.

How to file a claim:

Online: warranty.service.com
Mobile app: Warranty Service
Phone: (877) 429-2938

The sales receipt number is your registration no.
Please retain a copy of your sales receipt, as a copy will be required in the event of a replacement.

To get the best claim experience use our online claim process

> 24/7 claim filing and claim status
> Complete plan coverage details
> Real time notification and updates
> Contact us
12. WHAT YOU MUST DO: You must perform maintenance, minor adjustments and periodic inspections as explained in the product manufacturer’s owner’s manual. Should your covered product become stained or damaged, you must submit a claim for coverage within Thirty (30) days from the date you discovered the stain or damage. You are to take the necessary steps to protect your product against any further stain or damage. Non-technical cleaning to provide a normal operating environment as described in the manufacturer’s instruction manual for the covered product(s) is your responsibility.

13. RENEWALS: This Plan is not renewable.

14. TRANSFER: This Plan is not transferable.

15. NON-WAIVER OF INSURANCE: If you do not cooperate with the reasonable requests of Plan Provider, there will be no coverage under this Plan. A failure to exercise rights by us does not waive those rights. We do not assume responsibility for statements, stains, or damage by technicians, or any other person or entity not authorized by the Plan Provider. Any provision contained herein which is found to be contrary to applicable state laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

16. OUR OBLIGATIONS UNDER THIS PLAN ARE LIMITED TO REMOVING STAINS, REPAIRING OR REPLACING FURNITURE AND WE DO NOT MAKE ANY OTHER EXPLAINED OR IMPLIED WARRANTIES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT 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.

17. CANCELLATION: 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 Provider at: P.O. Box 11355, West Palm Beach, FL 33419, (877) 429-2938. 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 any less claims paid, where allowed by law.

If we cancel, you shall be refunded the full amount prepaid for this Plan, less any claims paid. We may not cancel for any reason this Plan within ninety (90) days of representation by a new owner representative of the Plan Provider in the price of the Plan or twenty-five dollars ($25.00), whichever is less, and any less claims paid, where allowed by law.

18. DEDUCTIBLE: There is no deductible payment required for the coverage described in this Plan.

19. INSURANCE: THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", 10151 DEERWOOD PARK BLDG., 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-5220, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS "THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY THE SOUTH", 10151 DEERWOOD PARK BLDG., 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN CALIFORNIA WHERE THE OBLIGER IS INSURED BY "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 DEERWOOD PARK BLDG., 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-5220. EXCEPT IN NEW YORK WHERE THE OBLIGER IS INSURED BY "ATLANTIC SPECIALTY INSURANCE COMPANY", 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441 AND EXCEPT IN WASHINGTON WHERE OBLIGER IS INSURED BY DEALERS ASSURANCE COMPANY, 240 N. FIFTH STREET, SUITE 350, COLUMBUS, OH 43215. IF THE ADMINISTRATOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

20. ARBITRATION: PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, You, We, and the Administrator (the “Parties”) are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration with the American Arbitration Association ("AAA") at the location of Your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time You initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator’s services. If We initiate arbitration against You, We will pay Your filing fee and all costs associated with the arbitration. We shall bear the expense of Your reasonable and actual attorney’s fees regardless of which party prevails in the arbitration; provided however in the event of a claim involving multiple claims, We shall pay the attorney’s fees for no more than two of the same claimant. You shall bear all of Your own expenses, including all attorney’s fees. 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 PARTIES ACKNOWLEDGE THAT ARBITRATION WILL BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL TO FILE A COMPLAINT WITH THE ADMINISTRATOR OR EACH OTHER, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATE OF ANY CLAIM HEREUNDER ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that the provisions regarding Your waiver of class-action rights are the Parties’ acknowledgment of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement provided no such inconsistency exists, this Arbitration Provision shall prevail.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT.

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.

The following state specific requirements are added to and become part of your Service Plan and supersede any other provision to the contrary.

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

Arizona: CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer’s right to file a complaint with the Attorney General Department of Consumer Affairs, 4244 S. Market Street, Suite 800, P. O. Box 816, Sacramento, CA 95850, or you may visit their website at www.azattorneygeneral.gov. Informal dispute resolution is not available.

Connecticut: If you purchased this Agreement in Connecticut, you may pursue arbitration to settle disputes between you and the provider of this Agreement, you may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. CANCELLATION section is amended as follows: You may cancel this Agreement if you return the Product or the Product is stolen, destroyed, or otherwise rendered unusable. If you cancel this Agreement within the first thirty (30) days after receipt of this Agreement, you shall receive a full refund of the price of this Agreement provided no service has been performed, or (b) after sixty (60) days, cancelled: (a) within sixty (60) days of receipt of this Agreement, you shall receive a full refund of the price of this Agreement provided no service has been performed, or (b) after sixty (60) days, you shall receive a pro rata refund, less the cost of any service received. 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 the Bear Hotline at 1-800-952-5210, or you may write to Department of Consumer Affairs, 4244 S. Market Street, Court Suite D, Sacramento, CA 95838, or you may visit their website at www.ber.com. Informal dispute resolution is not available.

Florida: This Agreement is between the Provider, Lyndon Southern Insurance Company (License No. 03698) and You, the purchaser. If you cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repair, whichever is less. This Agreement is between the Provider and You, the purchaser. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repair, whichever is less. You shall bear all of Your own expenses, including all attorney’s fees. 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 full force and effect of this Arbitration Provision is deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement provided no such inconsistency exists, this Arbitration Provision shall prevail.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer’s warranty. CANCELLATION section is amended as follows: If you cancel after thirty (30) days of receipt of your Agreement, you will receive a pro rata refund of the Agreement price. In the event of cancellation by US, notice of such cancellation will be provided no later than thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. We may cancel this Agreement except for fraud, material misrepresentation, or non-payment by You. ARBITRATION section of this Agreement is removed.
Hawaii: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement.

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

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

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

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

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

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

Mississippi: ARBITRATION section of this Agreement is removed.

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

New Jersey: CANCELLATION section is amended as follows: 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.

New Mexico: CANCELLATION section is amended as follows: We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. 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.

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

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

Ohio: 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 unreclaimed pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. In the event of return of premium, return of premium shall be based upon one hundred percent (100%) of unreclaimed pro rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Ohio.

Oregon: If the insurance fraud warning statement on page 1 is removed in its entirety. Upon failure of the Obligor to perform under the Agreement, the insurer shall pay on behalf of the Obligor any sums due the Insurer as a result of the failure. No claim incurred or paid by the insurer under this Agreement will be reduced or offset by the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider.

South Carolina: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement or the Provider may be directed to the South Carolina Department of Insurance, P.O. Box 12157, Columbia, South Carolina 29202-1215, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned Service Agreement.

Texas: If You purchased this Agreement within the state of Texas, complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. Administrator: Palladio, LLC, 1700 Palace Beach Blvd, Suite 1100, West Palm Beach, FL 33401, (877) 778-2458 Lic # 255. CANCELLATION section is amended as follows: You, the Service Agreement Holder, may apply for reimbursement direct to the insurer if a refund or credit is not paid before the 46th day after the date on which Your Agreement is returned to the provider.

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

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 Agreement. We may not cancel this Agreement without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the 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.

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

Wyoming: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Service Agreement. If Administrator fails to provide, or reimburse or pay for, a service that is covered under this Agreement within sixty-one (61) days after You provide proof of loss, or if the Administrator or the Insurer misrepresents in advertising or in any other way that You may file a claim directly with the Insurer for reimbursement, payment, or provision of the service.

R06.04.02
Terms and Conditions

Please retain sales receipt
The sales receipt number is your registration number.

(877) 429-2938
warrantyservice.com