

MAJOR APPLIANCE EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the Declarations Page of this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**; (2) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT.

I. DEFINITIONS

- (1) **"Obligor", "We", "Us" and "Our"**: The company obligated under this Agreement, Generali Warranty Services, LLC, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 972-573-1265.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** or the owner of the product whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) **"Administrator"**: New Leaf Service Contracts, LLC 909 Lake Carolyn Parkway, Suite 900, Irving, Texas 75039
- (4) **"Selling Retailer"**: The entity selling the **Covered Product** and this **Agreement**.
- (5) **"Covered Product"**: The consumer product that **You** purchased concurrently with and is covered by this **Agreement**.

II. ELIGIBILITY

- (1) The following products are eligible for coverage:
 - **Major Appliances**, such as refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, and combination units.
 - **Outdoor Cooking**, such as grills and smokers.
- (2) Products must have at least a ninety (90) day(s) valid manufacturer warranty in effect when plan is purchased.

IIIA. REPLACEMENT PLAN

- (1) **TERM**: For an Extension Replacement Plan, the term of this **Agreement** begins upon the expiration or termination of the shortest portion of manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales invoice or receipt. For a Date of Purchase Replacement Plan, the term of this **Agreement** begins on the **Covered Product's** date of purchase or date of installation by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. A renewal service agreement is not available for the any type of Replacement Plan. This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of a compensation check or **Selling Retailer** store credit to **You** in lieu of replacement of a **Covered Product**. For plans purchased thirty (30) days or more after the original purchase date of the **Covered Product**, there will be a 30-day wait applied to the contract, making the product eligible for service on the 31st day following the date of purchase of the plan.
- (2) **COVERAGE**: We will replace the **Covered Product**, when required hereunder, due to a mechanical or electrical failure during the coverage period, including those experienced because of its normal wear and tear as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Failure of the **Covered Product** must be reported within thirty (30) days of the original failure date. The **Covered Product** will be replaced with a new or refurbished product of like kind or similar quality with a value up to the purchase price of the **Covered Product**, excluding sales tax, shipping, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new Replacement Plan to receive coverage for the replacement product provided by the **Administrator**.
- (3) **LIMIT OF LIABILITY**: The limit of liability under the Replacement Plan is and shall not exceed the purchase price of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling costs.
- (4) **HOW TO REQUEST SERVICE**: Do not return the **Covered Product** to the **Selling Retailer** where **You** purchased the **Covered Product**. Contact the **Administrator** and **You** will be advised on how to obtain a replacement product.
 - Call the toll-free number at 1-833-702-8081 or go online to www.TryNewLeaf.com
 - **You** may be required to provide the original sales receipt in order for a claim to be processed. **Covered Products** found to be non-defective will be returned to **You** at **Your** expense. **You** are responsible for all costs of postage, insurance, packaging and shipping. Please make sure the **Covered Product** is properly protected with bubble wrap or other protective materials. A replacement product will not be provided if the **Covered Product** is damaged during shipping or handling.
- (5) **POWER SURGE PROTECTION**: This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, We will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (6) **COMMERCIAL ADD-ON PLAN**: For residential and commercial grade products used in a commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** will provide coverage for the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the product date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured

specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Major Component coverage for appliance service agreements is not available for products under the Commercial Add-On Plan. Please note: Not all products are eligible for the commercial add-on.

IIIB. PARTS & LABOR REPAIR PLAN

(1) **TERM:** For a Parts & Labor Date of Purchase Repair Plan, the term of this **Agreement** begins on the product date of purchase or, if applicable, the date of installation of the **Covered Product** by the **Selling Retailer** (proof of installation date may be required if different from the product purchase date) and runs concurrent with the manufacturer's warranty, and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. For the Parts & Labor Extension Repair Plan, the term of this **Agreement** begins upon the expiration of the shortest portion of the manufacturer's warranty for the **Covered Product** and continues for the period indicated on the Declarations Page, **Your** sales receipt or invoice. If the product is used or refurbished, the **Covered Product** is eligible for coverage on the 91st day following the date of purchase. For plans purchased thirty (30) days or more after the original purchase date of the **Covered Product**, there will be a 30-day wait applied to the contract, making the product eligible for service on the 31st day following the date of purchase of the plan.

(2) **COVERAGE:** Parts for the **Covered Product** will be replaced with those of like kind and quality at **Our** sole discretion. **We** may use new or remanufactured parts in repairing the **Covered Product**. Failure must be reported within thirty (30) days of the initial failure to be eligible for coverage. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product's** original purchase price, the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features. If replacement parts are not available for the **Covered Product** or have been discontinued by the manufacturer, **We** will replace the **Covered Product** as determined by **Us** with a product of like-kind, similar quality or features.

A. **For Appliances:** **We** will repair or replace the **Covered Product**, at **Our** discretion, when required due to a mechanical or electrical failure, including those experienced during normal wear and tear, as well as a mechanical or electrical failure caused by a direct result of a power surge (in the absence of insurance coverage). Costs related to the removal and reinstallation of **Your Covered Product** are covered under this **Agreement**, when required, due to a covered mechanical or electrical failure as governed by the "Limit of Liability" section of this **Agreement**. **You** are entitled to request a product of the same color or finish as **Your** original **Covered Product** should replacement be required as determined by **Us**.

(3) **LIMIT OF LIABILITY:** **Our** limit of liability for the **Covered Product** under the Parts & Labor Repair Plan is the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Us**, with a product of like kind or similar quality and features, and in no event will **Our** total liability for repairs and/or replacement exceed the original purchase price OR the cost of a replacement product of like kind or similar features OR actual cash value of the **Covered Product**, whichever is less. Upon replacement, this **Agreement** has been fulfilled.

DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.

(4) **NO LEMON POLICY:** This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a 12-month period, as determined by **Us**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **We** may replace it with a product of like kind or similar features, or issue a check or store credit to **You** in an amount not to exceed the original purchase price of the **Covered Product**. If **We** replace the **Covered Product** or issue a cash settlement of any kind, including a store credit, all of **Our** obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.

(5) **HOW TO REQUEST SERVICE:** To request service for the **Covered Product**, contact the **Administrator** toll-free at 1-833-702-8081, or go online to www.TryNewLeaf.com. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied.

Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. To avoid a non-covered claim, perform a hard reset as illustrated by the manufacturer in the owner's manual of **Your Covered Product**. If **You** refuse service on a **Covered Product** after **We** have dispatched the authorized technician to **Your** location, **You** will be billed for that service's applicable trip charge. If **You** refuse service on a **Covered Product**, **We** are no longer responsible for any costs associated with the repair or replacement of **Your Covered Product** and may choose to refund **You** the prorated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full cost or at a prorated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.

(6) **SERVICE DELIVERABLES:** **You** will receive service on the **Covered Product** as described below:

In-Home/On-Site: Service will be performed in **Your** home or on site as indicated on the Declarations Page of this **Agreement** provided **You** have fulfilled the responsibilities required under the section labeled, "YOUR RESPONSIBILITIES – IN HOME SERVICE". In-home service will be provided by **Our** authorized, third-party service provider during regular business hours, local time, excluding holidays. **Our** authorized, third-party service provider may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product** will be returned upon completion. Additional time and mileage charge for in-home repairs outside of twenty-five (25) contiguous land miles OR the normal service radius of **Our** authorized, third-party service provider are not covered by this **Agreement** and are **Your** responsibility. For products of a reasonable size and weight, **You** may be required to carry the **Covered Product** to a local authorized service provider of **Our** choice for repairs.

If an authorized service provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, governed by the terms in section "Customer Service Reimbursement". **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

A. YOUR RESPONSIBILITIES – IN-HOME SERVICE:

- i. Provide **Our** authorized service provider with accessibility to the **Covered Product**.
- ii. Provide a non-threatening, non-hazardous and safe environment for **Our** authorized service provider.
- iii. An adult over the age of eighteen (18) must be present for the period of time that **Our** authorized service provider is scheduled to provide service and while **Our** authorized provider is on **Your** property servicing the **Covered Product**.

Customer Service Reimbursement: To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product** as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause **Your** claim to be denied. To file a service reimbursement claim: **You** must call **Us** at 1-833-702-8081 before contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Us** before contacting a non-authorized service provider. **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

A. YOUR RESPONSIBILITIES – SERVICE REIMBURSEMENT

- i. Locate an authorized service provider in **Your** area and notify **Us** prior to scheduling a diagnosis visit.

- ii. Contact the **Administrator** once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. **You** will be provided with an approval code if a repair is required due to a covered failure.
 - iii. Once the repair has been completed, **You** must pay the service provider and email (claims@newleafsc.net) or fax (972-993-1512) **Us** a copy of the completed and paid repair invoice. The invoice must include: the make, model and serial number of the **Covered Product**, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and **Your** name, address and phone number. **We** will reimburse **You** with a check within two (2) weeks of receipt of the paid invoice with the required information.
- (7) **POWER SURGE PROTECTION:** This **Agreement** provides power surge protection from the product date of purchase in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will service the **Covered Product** in accordance with the terms herein. **You** may be required to provide proof of claim denial, if other insurance coverage is applicable.
- (8) **FOOD LOSS:** To receive coverage for food loss resulting from the failure of the covered refrigerator or freezer, (excluding wine coolers, ice-makers, and wine cellars) the failure of **Your** refrigerator or freezer must be due to a defect in the components of the appliance such as a mechanical or electrical failure, and not a power failure of any kind such as power surge. **You** will be reimbursed up to two hundred dollars (\$200) per qualifying event during the coverage period. To receive payment, the appliance must be repaired by an authorized service provider and the following must be submitted: a copy of the repair invoice, an itemized list of perishable food lost due to the lack of refrigeration, and proof of purchase of the replaced food as indicated on the list of food lost prior to the repair of **Your Covered Product**. A list of lost food is required to be submitted to the **Administrator** within seventy-two (72) hours of the initial failure. The terms of food loss reimbursement are governed by the USDA Food Safety and Inspection Service guidelines and only covers items that are purchased in and require refrigeration. non-perishable items are not covered by this **Agreement**. Items listed on the USDA Food Safety and Inspection Service guidelines do not automatically qualify for reimbursement; items lost must require refrigeration to be eligible for reimbursement.
- (9) **COMMERCIAL ADD-ON PLAN:** For residential and commercial grade products used in a Commercial setting/environment (i.e. for any use other than in a residential single-family setting), a Commercial Add-On Plan is required. If purchased, this **Agreement** covers replacement parts and labor necessary to maintain the **Covered Product** that is used in a commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin from the date of purchase and continue for the period of time stated on the Declarations page of this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturer's or factory-refurbished and/or **Selling Retailer's** parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Add-On Plan.
- (10) **MAJOR COMPONENT FOR APPLIANCES:** Major Component coverage, when purchased alone, covers the Major Component part(s) for five (5) years from the date of purchase of the **Covered Product**. Major Component coverage, when purchased in conjunction with a major appliance comprehensive Parts & Labor Repair Plan, covers the Major Component part for an additional five (5) years of coverage beginning upon the expiration of the comprehensive Parts & Labor Repair Plan. Major Component coverage is only for the Major Component parts in the event of a mechanical or electrical failure of the major component and does not include trip charges, or any other parts that should fail. To file a major component claim, **You** must first contact the **Administrator** to obtain a service order. Once a service order is obtained, the unit can be repaired and the detailed service invoice submitted to the **Administrator** for reimbursement of the eligible and covered portions of the repair as referenced in the section titled "Customer Service Reimbursement". Major Components eligible for coverage are:

A/C: Compressor
 Dehumidifier: Compressor
 Refrigerator/Freezer: Compressor
 Gas Cooktop/Range/Wall Oven: Spark/Igniter Module
 Electric Cooktop/Range/Wall Oven: Heating Elements (including surface, bake & broil)
 Range Hood: Ventilation Motor
 Microwave: Magnetron Tube
 Dishwasher: Motor
 Clothes Dryer: Motor
 Clothes Washer: Transmission Rotor/stator
 Clothes Washer/Dryer Combo: Motor & Transmission
 Wine Cooler: Compressor
 Trash Compactor: Motor

- (11) **DELIVERY/INSTALLATION:** If **Your** original major appliance product was installed by an authorized dealer, as stated on the same purchase receipt as the one provided through the purchase of this **Agreement**, and the **Covered Product** is deemed irreparable by the **Administrator**, if **You** receive a replacement product pursuant to these terms and conditions and it is necessary for **Us** to remove the **Covered Product** for it to be replaced, **We** will cover the normal removal and re-installation costs for **Your** replacement product not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, any kits, etc. that may be necessary to complete the installation.
- (12) **REMOVAL/REINSTALLATION:** If it is necessary for **Us** to remove the **Covered Product** for it to be repaired or replaced, **We** will cover the normal removal and re-installation costs for the **Covered Product** not to exceed the original purchase price, and governed by the section titled "LIMIT OF LIABILITY", of the **Covered Product**, exclusive of any custom work such as tile, flooring, wall paper, custom panels, borders, and all parts such as mounting brackets, kits etc. that may be needed to complete the removal and reinstallation.

IV. WHAT IS NOT COVERED

- (A) Products without a manufacturer's warranty; (B) Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty (C) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (D) Cleaning; periodic checkups; preventive maintenance; (E) Any and all pre-existing conditions that occur prior to the effective date of this **Agreement** and/or any product sold used or "as is", including but not limited to floor models, demonstrations models, etc.; (F) Parts or repairs due to normal wear and tear unless otherwise specified or

unless tied to a failure, and items normally designed to be periodically replaced by **You** during the life of the product, including but not limited to batteries, light bulbs, etc.; (G) Damage from abuse, misuse, mishandling, introduction of foreign objects into the **Covered Product**, unauthorized modifications or alterations to a **Covered Product**; failure to follow the manufacturer's instructions for operation and care of the **Covered Product**; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (H) Loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (I) Incidental, consequential or secondary damages or delay in rendering service under this **Agreement**; loss of use during the period that the **Covered Product** is at an authorized service center or awaiting parts; (J) Any product used in a commercial setting or rental basis unless **You** purchased a Commercial Plan; (K) Failures that occur outside of the 50 states of the United States of America and the District of Columbia, with the exception of hand-held devices with worldwide coverage; (L) Non-functional, cosmetic or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents; (M) Unauthorized repairs and/or parts; (N) Cost of installation, setup, diagnostic charges, of the **Covered Product**, except as provided herein; (O) Accessories used in conjunction with a **Covered Product** including remote controls; (P) Any other loss other than a covered failure; (Q) Service where no problem can be found; noises; squeaks; failures which are not reported during the term of this **Agreement**; (R) Any failure or condition that results from abnormal usage of the **Covered Product**; (S) Coin mechanisms; (T) Failures that intensify as a result of negligence.

Specific to Appliances: In addition to any applicable exclusions listed above, this **Agreement** only covers the operating condition of the **Covered Product** and does not cover (1) non-operating, cosmetic, or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; (2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the **Covered Product**; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Outdoor conversion kits not specifically sold with the **Covered Product** and recommended by the manufacturer.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **Renewal:** The Replacement Plans are not renewable. Repair Plans may be renewed at **Our** discretion. To renew **Your** coverage, please call 972-573-1265 on or before the expiration date of this **Agreement**. Renewal prices will reflect the age of the **Covered Product**, **Our** current service costs, and **Our** product repair experience. Renewal prices and periods will be available from the **Administrator** upon request at time of renewal. Note, not all products are eligible for renewal.
- C. **Transferability:** This **Agreement** is non-transferable
- D. **Territories:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- E. **Subrogation:** If **We** pay or render service for a loss, **We** may require **You** to assign **Us Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole before **We** retain any amount **We** may recover.
- F. **Deductible:** There is no deductible required to obtain service for repair or replacement of the **Covered Product**.
- G. **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.

Notwithstanding the foregoing, **You** 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**.

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 for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim 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 this Agreement between or among the Parties.

YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. **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. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. Each Party is responsible for their own filing fees, costs and expenses associated with an arbitration, including attorneys fees.

NOTHING HEREIN IS INTENDED OR SHOULD 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 OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

- H. **Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement as long as no claims have been incurred. You may cancel this Agreement by informing the Selling Retailer of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a 100% refund of the full purchase price of the Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.
- I. **Entire Agreement:** This is the entire service Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.

INSURANCE

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY GENERALI U.S. BRANCH, NEW YORK, NY; NAIC # 11231, 7 WORLD TRADE CENTER, 250 GREENWICH STREET, 33RD FLOOR, NEW YORK, NY, 10007. GENERALI US BRANCH OPERATES UNDER THE FOLLOWING NAMES: GENERALI ASSICURAZIONI GENERALI S.P.A. (U.S. BRANCH) IN CALIFORNIA, ASSICURAZIONI GENERALI – U.S. BRANCH IN COLORADO, GENERALI U.S. BRANCH DBA THE GENERAL INSURANCE COMPANY OF TRIESTE & VENICE IN OREGON, AND THE GENERAL INSURANCE COMPANY OF TRIESTE AND VENICE – U.S. BRANCH IN VIRGINIA. GENERALI US BRANCH IS ADMITTED OR LICENSED TO DO BUSINESS IN ALL STATES AND THE DISTRICT OF COLUMBIA. 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.

FINANCIAL GUARANTEE

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT GENERALI WARRANTY SERVICES, LLC 972-573-1265

STATE REQUIREMENTS AND DISCLOSURES

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. 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.

Arizona: In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed. 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 Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

Arkansas: 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.

California: For residents of California, the Administrator of this Agreement is Name, address, state, zip code (972-573-1265). 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. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will 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 BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bear.ca.gov. Informal dispute resolution is not available.

Colorado: 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.

Connecticut: If You purchased this Agreement in Connecticut, You may pursue mediation 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. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. CANCELLATION section 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.

Florida: 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 repairs made on Your behalf. If this Agreement is cancelled by the Provider or Administrator, 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. ARBITRATION section of this Agreement is removed.

Georgia: Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (E) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any sold "as is" including but not limited to floor models, demonstration models, etc. 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 in writing and given at least 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 not 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 to the service **Agreement** holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service **Agreement** holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the 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**.

Nevada: 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. **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**. ARBITRATION section of this **Agreement** is removed. In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services; 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

New Hampshire: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261. ARBITRATION section of this **Agreement** is removed.

New Jersey: 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 Mexico: CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased.

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. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. 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 **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**.

Oklahoma: 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 premium, 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 premium shall be based upon one hundred percent (100%) of unearned 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 Oklahoma.

Oregon: Upon failure of the **Obligor** to perform under the **Agreement**, 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. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the service **Agreement** holder 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 Agreement** is returned to the provider. ARBITRATION section of this **Agreement** is removed.

South Carolina: If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. 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**.

Texas: If **You** purchased this **Agreement** in Texas, unresolved 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. **Obligor:** Generali Warranty Services, LLC, 7 World Trade Center, 250 Greenwich St, 33rd Fl. New York, NY 10007 972-573-1265. CANCELLATION section is amended as follows: **You**, the service **Agreement**

holder, 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 Agreement** is returned to the provider. 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**.

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 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 **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 initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel 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 ten (10) days prior to the cancellation date for non-payment of premium and 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** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The 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.

ARBITRATION section is amended to include the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

EMERGENCY SERVICE: If you are unable to reach **Administrator** at 1-833-702-8081 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Washington: All references to **Obligor** throughout this **Agreement** are replaced with Service Provider. 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**. **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 Service Provider. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Service Provider at any time.

EMERGENCY SERVICE: If you are unable to reach **Administrator** at 1-833-702-8081 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

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 CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Selling Retailer** or to the **Obligor** 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 after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. 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** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed \$50.00 or ten percent (10%) of the purchase price whichever is less.

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**. ARBITRATION section of this **Agreement** is removed.