

PROTECTALL ADJUSTABLE BASE PROTECTION PLAN GENERAL TERMS AND CONDITIONS

- 1. Administrator** shall mean ProtectAll USA, LLC 9151 Boulevard 26, Ste. 100B North Richland Hills, Texas 76180, **888-485-1813** or Our authorized third-party provider used to process claims payments and/or cancellation refunds. **"We", "Us" and "Our"** shall mean the Obligor.
- 2. Plan Provider or Obligor:** The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. ("Starr Tech"). SPS and Starr Tech (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. **"You" or "Your"** shall mean the consumer or purchaser of the Product(s) covered by this Service Agreement including the lessor of the Furniture ("Lessor"), if the Furniture was acquired under a lease-to-own arrangement ("LTO Arrangement"). **"Service Agreement"** or **"Agreement"** or **"Plan"** shall mean this document together with Your original purchase receipt. **"Plan"** refers to the Furniture Protection Plan. **"Product"** means the furniture care kit and other protection and repair products or advice that We may provide. **"Retailer"** means the authorized entity selling You the Plan. **"Furniture"** means the qualifying adjustable bed described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**
- 3. WHAT IS COVERED:**
In consideration of payment of the Service Agreement price. This Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.
- a) Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship.
- Replacement Protection:** If Your product is eligible for replacement protection this Agreement provides for a one-time replacement of your product(s) throughout the term of this agreement. Replacement products may be new or refurbished products that perform to factory specifications of the original product. If a like or kind product is unavailable, you may receive the original value of the product, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. You may be required to ship the product to a designated facility for inspection. If you moved outside of service area you will not be required to ship product back.
- b) Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
- c) No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion.
- d) Adjustable Beds Devices:** Coverage against defects or damage under normal residential use in conjunction with the manufacturer's warranty for 10 years from the date of purchase as indicated on your receipt. The covered items are Adjustable Bed Base Motor, Mechanisms, Electrical Components, and Controllers.
- 4. Terms:**
- a) Repair Plans:** This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.
- b) Replacement Plans:** This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified years for the plan You purchased. All products replaced under this plan are the property of US in their entirety.
- 5. LTO ARRANGEMENTS:** Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the 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 product shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.
- 6. Limit of Liability:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.
- 7. To Obtain Service:** If the covered product requires service call Administrator at **888-485-1813** or online at www.myprotectall.com toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.
- 8. Your Responsibilities:** You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.
- 9. Purchaser Records:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**
- 10. WHAT IS NOT COVERED:**
- a) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
- b) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY
- c) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY;
- d) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; ON ADJUSTABLE BEDS DAMAGE FROM EXCEEDING WEIGHT LIMIT RESTRICTIONS AS SET FORTH IN THE USERS MANUAL (350 POUNDS FOR A SINGLE UNIT; 130 POUNDS ON EITHER END (HEAD OR FOOT) WHEN RAISED.
- e) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS;
- f) COSMETIC DAMAGE TO CASE OR CABINETS OR OTHER NON-OPERATING PARTS OR COMPONENTS;
- g) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR PET DAMAGE, RODENT OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- h) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION;
- i) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- j) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS;
- k) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED;
- l) FAILURES TO PRODUCTS CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE;
- m) DEFECTS OF MANUFACTURER MATERIAL AND WORKMANSHIP, ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT;

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- n) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- o) MATTRESSES, FRAMES AND CABLING AS WELL AS CONSUMABLES SUCH AS BATTERIES.
- p) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.
- q) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN;
- r) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- s) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE);
- t) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION;
- u) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT;
- v) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- w) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- x) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION;
- y) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES

11. Renewal: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

12. Transferability: This Service Agreement is not transferable

13. Cancellation: You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free at **888-485-1813**. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights. Administrator or We may only cancel this Plan for the following reasons: nonpayment by You of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, the Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

14. Insured Agreement: This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 1-855-438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022.

Warranty Registration Number

Must Be Registered

10Y 61-ADJU-0219-BEDPROG | Rev. 07-2020

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

ARIZONA only Definitions: A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred during duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer.

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

- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage is amended to read:
- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage while owned by You.

Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors or except as listed for motors, mechanisms, and frames is amended to read:

- Repair, replacement or maintenance in connection with a pre-existing condition including, but not limited to, a manufacturer's defect that was not known or that reasonably should have been known by the Administrator or the Retailer, normal wear and tear, or accidental damage from handling and assembly, except as listed for motors or except as listed for motors, mechanisms, and frames.

Cancellation: If You written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Plan. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed ten percent of the gross amount paid by You for the service contract. To arrange for cancellation of this Plan, please contact Your selling retailer. Starr Protection Solutions, LLC is the Provider and the Obligor for this Service Agreement in Arizona.

CALIFORNIA only: With respect to California contract holders, the Administrator under this Service Agreement is ProtectAll USA, LLC. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 60 days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 60 days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: The term of Your Service Agreement is automatically extended by the length of time in which the Covered Product is in the Obligor's custody for repair under the Service Agreement. If Your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the Product is in transit for inspection, and until the Product is replaced (or equivalent). In the event of a dispute with the Obligor, You may contact the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

FLORIDA only: The Obligor under this Service Agreement is Starr Indemnity & Liability Company. The Administrator under this Service Agreement is ProtectAll USA, LLC. If You cancel this Service Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your selling retailer. If We cancel this Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement, less any claims paid or the cost of repairs made on Your behalf. The rates charged for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT EXIST PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with the following: **WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.**

The following Disclosure: **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS,** is hereby amended as follows: **NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS.**

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

ILLINOIS only: Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under this Service Agreement in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Plan, please contact Your selling retailer. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

MISSOURI only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement, and only if no claim has been made prior to the return of the Service Agreement. The following sentence is added as the last sentence of Section 7 **To Obtain Service:** If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

NEW YORK only: The obligations of the Obligor under this Service Agreement are insured under a service contract/reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 (855) 438-2390.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact Your selling retailer. We will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under this Service Agreement are insured under a service contract/reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the administration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.

VIRGINIA only: 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, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

ENTIRE CONTRACT: This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.