

# THIS IS BEING PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT A CONTRACT FOR COVERAGE

## Service Agreement Terms and Conditions

*Please read carefully.*

### SERVICE AGREEMENT

This agreement ("Service Agreement" or "Plan") provides coverage for Your Covered Products that are used for personal, family or household purposes. The Plan consists of these terms and conditions, along with Your sales invoice indicating the Covered Product and coverage You purchased, and represents the entire agreement between You and Us. The obligor of this Service Agreement is CNA Warranty Services, Inc. in all states except Florida and CNA Warranty Services of Florida, Inc. in Florida ("Obligor").

### DEFINITIONS

- A. "Administrator" means OnPoint Warranty Solutions, LLC. **The Administrator is Your point-of-contact for all questions and service and can be contacted at 1400 Main Street, Suite 132, Clarksville, IN 47129 1-877-679-4498.**
- B. "Covered Product" means the consumer item You purchased concurrently with and covered by this Service Agreement as shown on Your sales invoice. The Covered Product may include bicycles, e-bikes and e-scooters, but does NOT include any gas powered products.
- C. "Coverage Period" means the period Your Covered Product is protected by this Service Agreement and claims are eligible for coverage. It begins upon expiration of the shortest portion of the retailer or manufacturer warranty, and ends upon expiration of the contract term shown on Your sales invoice calculated from the date of purchase, subject to the Limit of Liability, and the terms and conditions below.
- D. "Mechanical Breakdown" means a mechanical or electrical failure due to defects in materials and/or workmanship during normal recreational riding use.
- E. "You," "Your," or "Purchaser" means the purchaser of the Covered Product and this Service Agreement, as shown on the sales invoice.
- F. "We," "Us," or "Our" means the Obligor of this Service Agreement.

### YOUR RESPONSIBILITIES

**ANY FAILURE OR DAMAGE MUST BE REPORTED TO US WITHIN FIFTEEN (15) DAYS OF OCCURRENCE.**

Please make sure that use, care, storage, and maintenance of Your Covered Product are done in accordance with the manufacturer's requirements including but not limited to, when and how frequently maintenance care needs to be provided for Your Covered Product. If We determine that a Breakdown has occurred as a direct result of You not following the manufacturer's maintenance requirements, any associated Claims may not be covered. The owner's manual may provide product ratings, weight and other restrictions, including applicable electrical and motor usage restrictions. Exceeding these restrictions or failing to maintain Your Covered Product in accordance with the manufacturer's owner manual may void Your Manufacturer's warranty and this Agreement. It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product. You are also responsible for maintaining records of all maintenance and repairs performed on the Covered Product. These records may be required at time of Claim.

If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator at [[www.customer.serviceavenger.com](http://www.customer.serviceavenger.com)] or call Us toll-free at 1-877-679-4498 with the date of exchange, make, model, and serial number of the replacement product within fifteen (15) days of the exchange. In the event of such exchange, the Coverage Period shall not exceed the original contract term.

### WHAT IS COVERED

This Service Agreement will cover a Mechanical Breakdown of the Covered Product during the Coverage Period. At Our sole discretion, replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications. In the event Your Covered Product is being serviced by an authorized service center when this Service Agreement expires, the term of this Service Agreement will be extended until covered repair has been completed.

**THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR SELLING RETAILER GUARANTEE, AND ANY DEFECT OR DAMAGE COVERED BY SUCH WARRANTY OR GUARANTEE IS NOT COVERED BY THIS AGREEMENT. PARTS AND LABOR COVERED DURING THE MANUFACTURER'S WARRANTY PERIOD ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER OR SELLING RETAILER, REGARDLESS OF THEIR ABILITY TO PAY.**

The following categories of Covered Products are eligible for the described coverage, subject to the exclusions in the What is Not Covered section:

**Standard Plan:** In the event of a covered Claim, this Service Agreement provides for the labor and/or parts required to repair Your Covered Product, depending on the coverage selected by You at the time of purchase, subject to the Limit of Liability, and the terms and conditions below:

- a. Motor
- b. Controller
- c. Display/console
- d. Wiring harness
- e. Throttle (if applicable)
- f. Electrical sensors
- g. Pedal Assist System (PAS)
- h. Charging port
- i. Crankset (crank arms and bottom bracket)
- j. Hub (motor or non-motor gears)
- k. Fork suspension (internal moving parts, e.g., dampers, springs)

**Premium Plan:** If purchased by You and shown on Your purchase receipt, the Premium coverage option includes the coverage of the components described in the Standard coverage option in addition to the components listed in this section, subject to the Limit of Liability, and the terms and conditions below:

- **One-time Battery Replacement:**
  - If Your battery fails to meet the Manufacturer's defined performance standards for normal operation, as determined by an authorized service center, after expiration of the battery manufacturer warranty. Replacement is contingent upon diagnostic confirmation that the battery no longer charges, discharges, or powers the e-bike effectively, excluding issues caused by misuse, physical damage, or improper storage/charging practices as outlined in the Manufacturer's guidelines.

**IMPORTANT: YOU MUST FOLLOW THE MANUFACTURER GUIDELINES FOR THE CARE AND CHARGING OF YOUR BATTERY. FAILURE TO DO SO MAY VOID THIS PREMIUM PLAN COVERAGE. DO NOT USE A CHARGER THAT IS NOT DESIGNED FOR YOUR BATTERY.**

**Coverage is only for the components specified above and does not include coverage for any other part that should fail or require replacement.**

The following categories of Covered Products are not eligible for coverage under this Agreement:

**Any gas powered product; commercial items, including any items used for delivery or courier services; items sold with a rental or lease purchase transaction; items sold without an underlying manufacturer or seller warranty, including parts and labor, of at least twelve (12) months from purchase.**

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## **WHAT IS NOT COVERED**

For all types of Covered Products, this Service Agreement does not cover the following:

- A. **Manufacturer defects or failures that are covered or should be covered by a retailer's or manufacturer's warranty, manufacturer's recall or factory bulletins, regardless of whether or not the manufacturer is doing business as an ongoing enterprise or has the ability to pay;**
- B. **Any part or failure not specifically listed as covered; any failure, damage, repairs or loss that is covered under any other service agreement, warranty, service plan or insurance; any failure, damage, repairs, or loss not reported according to the terms of this Agreement or not occurring during the coverage period;**
- C. **Maintenance, cleaning, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the Covered Product in accordance with the manufacturer's specifications and owner's manual or any failure to comply with the manufacturer's warranty; abnormal use (including but not limited to stunt riding, racing, or similar activities not consistent with the intended use of the Covered Product); loss or damage resulting from improper storage and/or prolonged non-use;**
- D. **Normal wear and tear, unless resulting in a covered mechanical or electrical breakdown; items generally considered consumable or designed to be periodically replaced during the life of the product (unless stated as covered under this Service Agreement);**
- E. **Pre-existing conditions known to you prior to the coverage period; any product that is a demonstration/in-store model or sold "as-is" or sold without a minimum of twelve (12) month manufacturer or retailer warranty;**
- F. **Accidental damage of any kind; damage caused by any unauthorized repair facility, improper care, negligence, neglect, intentional acts, misuse or abuse of the Covered Product;**
- G. **Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect damage or infestation, rust, corrosion, acts of nature (any accident caused or produced by any**

- physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Covered Product;
- H. Any product used for other than personal recreational use, including commercial, educational, rental or courier use, and use in communal settings;
  - I. Lost, stolen or irretrievable Covered Products; a Covered Product that is no longer in Your possession;
  - J. Consequential damage, incidental or secondary damage, damage or loss resulting from delay in notifying or rendering service under this Agreement; loss of use of the Covered Product;
  - K. Any loss, damage, repair, or replacement outside of the continental USA, Alaska or Hawaii.
  - L. Non-functional or aesthetic parts; cosmetic damage that does not impede or hinder the Product's normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;
  - M. Damage caused by transit or delivery of the Covered Product, or the Covered Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking; any cost associated with or labeled as installation, delivery, removal, training or setup; diagnostic charges (unless related to a covered claim),
  - N. Any product or claim that is fraudulently described or materially misrepresented; a product with removed, defaced, or altered serial numbers; a product with safety features removed, bypassed, disabled, or altered;
  - O. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Covered Product, noises, squeaks, or odors;

Additionally, for Batteries, this Service Agreement does not cover the following:

- A. Loss, defects, or damage caused by charging by a battery charger not intended for appropriate for use with the batter;
- B. Improper use of a battery charger, or where the battery has been used in equipment other than the product for which it was specified;
- C. Damage from tampering, or where any of the seals on the battery are broken or show evidence of tampering.

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#### **WHEN YOU NEED SERVICE**

File a claim online at [www.customer.serviceavenger.com] or call Us toll-free at 1-877-679-4498. We will first attempt to troubleshoot the problem with Your Covered Product. We may, at Our discretion, require You to submit pictures, audio or video of the damage, a copy of Your sales receipt, or submit other necessary documentation to process Your claim. If applicable, we recommend that You back up all data on Your Covered Product prior to obtaining service, as repairs to Your Covered Product may result in the deletion of data. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS OR REPLACEMENTS UNDER THIS SERVICE AGREEMENT. If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Service Agreement; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement.

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#### **SERVICE PROVIDED**

Depending on the Covered Product and type of covered failure, at our discretion, We will either:

- A. Repair Your Covered Product. Carry-in service, unless otherwise determined by the Administrator. Transportation to and from the authorized repair center is Your responsibility.
- B. Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product); or
- C. Provide a cash settlement or a gift card reflecting the replacement cost of a new product of equal features and functionality subject to the Limit of Liability.

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#### **LIMIT OF LIABILITY**

Our limit of liability for all repairs, replacements, or settlements, in the aggregate will not exceed the total purchase price of Your Covered Product exclusive of taxes, fees, and delivery charges, or ten thousand (\$10,000) dollars, whichever is less ("Coverage Amount"). If We make payments for repairs or replacements which in the aggregate are equal to the Coverage Amount or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or provide a replacement product of like kind, quality and functionality, We will have no further obligations under this Agreement. If the Covered Product consists of multiple units, We will replace only the defective Covered Product and coverage under this Agreement will continue only on the remaining items.

**IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS SERVICE AGREEMENT ARE YOUR RESPONSIBILITY.**

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## CANCELLATION

The following cancellation provisions apply to the original purchaser of this Agreement only. There is no fee to cancel Your Service Agreement and You may cancel for any reason at any time, including if you return the Covered Product, or if it is sold, lost, stolen, or destroyed. To cancel, log in to [www.customer.serviceavenger.com] or contact Us toll-free at 1-877-679-4498 24 hours a day, 7 days a week. If You cancel this Service Agreement within the first 30 days after coverage begins and no claims have been paid, You will receive a 100% refund of the Service Agreement Price paid by You. Otherwise You will receive a pro rata refund based on the time remaining on Your Service Agreement, less any claims paid. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

We may cancel this Service Agreement, with no less than 10 days' notice to You: (a) for non-payment; (b) if Your product is not eligible for this coverage; or (c) for Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. We may cancel for any other reason with 60 days' notice to You. If We cancel Your Service Agreement for any reason other than non-payment, You will receive a refund based on the same criteria outlined above.

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## ADDITIONAL TERMS

Transfer of Service Agreement. This Service Agreement may be transferred at no charge. To transfer this Service Agreement, log in to [www.customer.serviceavenger.com], or contact Us toll-free at 1-877-679-4498 24 hours a day, 7 days a week.

Deductible. There is no deductible required to obtain service for repair or replacement of Your Covered Product, unless a deductible is shown on Your purchase invoice. Such deductible will be applied on a per claim basis.

Insurance Securing This Agreement. This is not an insurance policy. This Service Agreement is secured by contractual liability policies provided by Continental Casualty Company, which can be contacted at 151 N Franklin St., Chicago, IL 60606, 1- 800-831-4262. If within sixty (60) days We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Service Agreement when sending correspondence to the insurance company.

You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, [1-866-298-

3372]. Renewal. This Service Agreement is not renewable.

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## ARBITRATION

- a) The Parties agree to attempt to resolve any dispute concerning or relating to this Contract, whether directly or indirectly, through informal means or through small claims court. If the dispute is unable to be resolved through informal means or in small claims court, the dispute will be settled by binding arbitration.
- b) The interpretation and enforcement of this Contract is governed by the Federal Arbitration Act ("FAA") and, where not in conflict with the FAA, by the substantive law of the state where this Contract was sold by the Dealer shown on the Record of Coverage. Unless otherwise agreed upon by the parties, arbitration of disputes shall take place before a single arbitrator in the county in which You live or are headquartered. The arbitration will be administered by the AAA or another nationally recognized arbitration administrator using the American Arbitration Association's Commercial Arbitration Rules.
- c) To begin arbitration, either You or Us must serve a written notice of intent to arbitrate to the other party. The notice must: a) describe the basis of the dispute, and b) set forth the relief sought. If the dispute cannot be resolved within thirty (30) days of receipt through informal means, You or We may commence arbitration.
- d) The expense of the arbitrator shall be shared equally between You and Us, and each Party shall pay their own filing, attorney, and travel fees. This does not prohibit the arbitrator from including the fees and expenses in the award settlement, if any.
- e) The arbitrator may award a Party only its actual damages. The arbitrator shall not award punitive, consequential, special, incidental, or exemplary damages. The arbitrator also may award equitable relief including injunctive relief, but only to the extent reasonably necessary to afford You relief. Any settlement offer made between the Parties prior to the arbitration proceeding shall not be disclosed to the arbitrator until after the arbitrator determines an award amount, if any.
- f) The Parties agree the arbitration proceedings, final judgement, and any relief or award shall remain confidential but may be entered, by the arbitrator, in any court having the jurisdiction to do so.
- g) This arbitration provision prohibits the arbitrator from consolidating any of the disputes or claims of others into one proceeding. This means an arbitrator shall hear only claims involving individual Parties and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group in one proceeding to the maximum extent permitted by law.
- h) FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE THE RIGHT TO FILE A COMPLAINT WITH A COURT OF GENERAL

JURISDICTION OR TO A TRIAL BY A JURY OR JUDGE, OR TO PARTICIPATE IN CLASS ACTION LITIGATION, CLASS ARBITRATION, OR ANY COLLECTIVE, CONSOLIDATED ACTION FOR ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT.

- i) This arbitration provision shall survive the cancellation or termination of this Contract. To the extent applicable state law prohibits mandatory arbitration, binding arbitration, or arbitration that takes place outside the county or parish where you are headquartered, the provisions of this section of this Contract are amended to conform to state law.

#### STATE SPECIFIC REQUIREMENTS:

**The following state-specific requirements are added to and become part of this Agreement and supersede any other provision to the contrary:**

**Alabama Residents:** You may cancel this Service Agreement within thirty (30) days of the receipt of this Service Agreement. If no Claim has been made under the Service Agreement, the Service Agreement is void and We shall refund to You the Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Agreement. If You cancel this Service Agreement after thirty (30) days of receipt of this Service Agreement, We shall refund to You the unearned portion of the Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

All arbitration under the ARBITRATION section of the Service Agreement will take place in Alabama in the county in which you reside.

**Arizona Residents:** If Your written notice of cancellation is received prior to the Service Agreement expiration date, the Administrator shall refund the remaining pro-rata of the Service Agreement Price that You paid, regardless of prior services rendered under the Service Agreement, less an administrative fee of ten (10%) percent of the gross Service Agreement Price that You paid or twenty-five (\$25) dollars, whichever is less.

The Service Agreement may not be canceled or voided by Us due to Our acts or omissions or those of Our assignees or subcontractors for Our or their failure to provide correct information or to perform the services or repairs provided in a timely, competent and workmanlike manner. We may also not cancel the Service Agreement due to preexisting conditions that were known or that reasonably should have been known by Us or the person selling the Service Agreement on Our behalf, prior use or unlawful acts relating to the product, or misrepresentation by either Us or the person selling the Service Agreement on Our behalf. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the Service Agreement on Our behalf.

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The ARBITRATION section of the Service Agreement does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about this process, You may contact the DIFI at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the DIFI against a Service Company issuing an approved Service Agreement under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the DIFI. at 602-364-3100.

None of the exclusions in the WHAT IS NOT COVERED section apply unless the excluded condition occurs after You have taken possession of the Covered item.

**California Residents:** The CANCELLATION section of the Service Agreement is modified as follows: If the Service Agreement is cancelled: (a) within sixty (60) days of the receipt of this Service Agreement, You shall receive a full refund of the Service Agreement Price that You paid provided no Claim has been paid or service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any Claims paid or service received. A ten (10%) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Service Agreement.

**Connecticut Residents:** The expiration date of this Service Agreement shall automatically be extended by the duration that the Covered Item is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Item, the cost of repair of the Covered Item, and a copy of the Service Agreement.

The Obligor of the Service Agreement is CNA Warranty Services, Inc. You may contact the Obligor at 151 N Franklin St., Chicago, IL 60606, 1-866-298-3372.

You have the right to cancel the Service Agreement if you return the Covered Item or the Covered Item is sold, lost, stolen or destroyed.

If within sixty (60) days We have not paid a covered Claim, provided You a refund, or You are otherwise dissatisfied, You may contact the

insurance company, Continental Casualty Company, in writing at 151 N Franklin St., Chicago, IL 60606 . The written complaint must contain a description of the dispute, the purchase price of the Covered Item, the cost of repair of the Covered Item, and a copy of the Service Agreement.

**Florida Residents:** The rate charged for this Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation. This Service Agreement can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Service Agreement is cancelled by You: (a) within thirty (30) days of the receipt of the Service Agreement and no Claim has been paid or service has been performed, You shall receive a one hundred percent (100%) refund of the Service Agreement Price that You paid, otherwise (b) You will receive a refund based on ninety percent (90%) of the unearned pro rata Service Agreement Price that You paid less any Claims that have been paid or less the cost of repairs made by Us. If We cancel the Service Agreement, the refund shall be based upon one hundred percent (100%) of the unearned pro rata Service Agreement Price that You paid.

**Georgia Residents:** If You cancel this Service Agreement within thirty (30) days of the receipt of this Service Agreement, We will refund You one hundred percent (100%) of the Service Agreement Price that You paid, less any Claims paid. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Agreement to Us. If You cancel after thirty (30) days, We shall refund You one hundred percent (100%) of the unearned pro rata Service Agreement Price that You paid, less any Claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Service Agreement Price that You paid.

We may cancel this Service Agreement for non-payment of the Service Agreement Price, material misrepresentation or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for and effective date of the cancellation. If We cancel this Service Agreement, We shall refund You one hundred percent (100%) of the unearned pro rata Service Agreement Price that You paid, less any Claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata Service Agreement Price that You paid.

This Service Agreement excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You.

As stated in the ARBITRATION section of this Service Agreement, either party may bring an individual action in small Claims court. The ARBITRATION section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the ARBITRATION section shall affect Your right to file a direct Claim under the terms of this Service Agreement against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

If the Service Agreement provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of your submission of a valid Claim, You may submit your Claim directly against the insurer.

**Illinois Residents:** You may cancel this Service Agreement for any reason at any time. If You cancel within thirty (30) days of the Service Agreement purchase, and We have not paid a Claim, You will receive a full refund, less a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the Service Agreement Price that You paid. If You cancel after thirty (30) days or any time after We pay a Claim, You will receive a pro-rata refund of the Service Agreement Price that You paid based on the days remaining, less any Claims that have been paid, less a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the Service Agreement Price that You paid, whichever is less.

**Maine Residents:** If You cancel this Service Agreement within thirty (30) days of the receipt of this Service Agreement and no Claim has been made under the Service Agreement, the Service Agreement is void and We shall refund to You the full Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. If You cancel this Service Agreement after thirty (30) days or if a Claim has been made, We shall refund to You the unearned pro rata purchase price, less any Claims paid. An administrative fee not to exceed ten percent (10%) of the purchase price paid by You may be charged by Us. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Service Agreement is cancelled by Us, You will be refunded one hundred percent (100%) of the unearned pro rata Service Agreement Price that You paid, less any Claims paid. An administrative fee not to exceed ten percent (10%) of the purchase price paid by You may be charged by Us. You are not required to purchase this Service Agreement as a condition of a loan or a condition for the sale of any property.

**Maryland Residents:** The expiration date of the Service Agreement is automatically extended until We have performed services under the Service Agreement. We shall provide service under the Service Agreement within a reasonable period of time and We will provide on

Your request a brief written explanation of the reasons for delay.

**Michigan Residents:** If the performance for this Service Agreement is interrupted because of a strike or work stoppage, the expiration period of the Service Agreement shall be extended for the period of the strike or work stoppage.

**Minnesota Residents:** If no Claim has been made and You cancel this Service Agreement within thirty (30) days of the receipt of this Service Agreement, the Service Agreement is void and We shall refund to You the full Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Agreement. We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before cancellation by Us stating the effective date of the cancellation and the reason for the cancellation.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property. Insurers issuing reimbursement insurance to providers are deemed to have received the premiums for the insurance upon the payment of provider fees by consumers for Service Agreements issued by the insured providers.

**Nevada Residents:** If the Service Agreement is canceled, no Claims paid will be deducted from any refund to You. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the Service Agreement Price that You paid or twenty five (\$25) dollars, whichever is less. If no Claim has been made under the Service Agreement and You request cancellation within thirty (30) days, the Service Agreement is void and We shall refund to You the full Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per each thirty (30) day period shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Service Agreement. If We cancel this Service Agreement, no cancellation fee will be imposed. A Service Agreement that has been in effect for at least seventy (70) days may not be cancelled by Us before the expiration of the agreed term or one (1) year after the effective date of the Service Agreement, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Service Agreement; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Agreement, or in presenting a Claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Service Agreement, which occurred after the effective date of the Service Agreement and which substantially and materially increases the service required under the Service Agreement; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Agreement was issued or sold. No cancellation of a Service Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. Arbitration doesn't apply to Nevada Residents. Any exclusion for damages covered by insurance or another Service Agreement in this contract is deleted. Coverage under this Service Agreement is excess over coverage from any insurance or Service Agreement available to You.

If You are not satisfied with the manner in which We are handling Your Claim on the Service Agreement, You may contact the Commissioner at 1-888-872-3234.

**New Hampshire Residents:** Contact Us at 1-866-298-3372 with, questions, concerns, or complaints about the Service Agreement. In the event You do not receive satisfaction under this Service Agreement, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The CANCELLATION section of the Service Agreement is modified as follows: If the Service Agreement is canceled, no Claims paid will be deducted from any refund to You. The ARBITRATION section of the Service Agreement is amended to add the following: The Arbitration provision is subject to RSA 542. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in New Hampshire.

**New Jersey Residents:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**New Mexico Residents:** If You cancel this Service Agreement within thirty (30) days and no Claim has been made under the Service Agreement, the Service Agreement is void and We shall refund to You the full Service Agreement Price that You paid. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten percent (10%) penalty per each thirty (30) day period based

on the Service Agreement Price that You paid shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Service Agreement. If this Service Agreement has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Service 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 Service Agreement; (3) You engaged in fraud or material misrepresentation in obtaining this Service Agreement; (4) You commit any act, omission, or violation of any terms of this Service Agreement after the effective date of this Service Agreement which substantially and materially increase the service required under this Service Agreement; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Service Agreement and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Service Agreement. No cancellation will be effective until at least fifteen (15) days after notice of cancellation is mailed to You.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

This Service Agreement is insured by Continental Casualty Company. If the Service Agreement provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of your submission of a valid Claim, You may submit your Claim to Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If You have any concerns regarding the handling of Your Claim, You may contact the New Mexico Office of Superintendent of Insurance at 855-427-5674.

**New York Residents:** You have the right to return the Service Agreement at any time. If You request cancellation within thirty (30) days and no Claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement Price that You paid, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Service Agreement to Us for cancellation. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation, unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by You relating to the covered product or its use.

**Oklahoma Residents:** This Service Agreement is a service warranty and is not an insurance policy. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement insurance policy. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

In the event the Service Agreement is canceled by You within thirty (30) days and no Claim was made, We will return the full Service Agreement Price that You paid. In the event the Service Agreement is canceled by You after thirty (30) days or if a Claim was made, We will return the ninety percent (90%) of the unearned pro rata Service Agreement Price that You paid less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata Service Agreement Price that You paid less the actual cost of any service provided.

You may initiate an emergency repair (where the damage to the covered Covered Item poses a risk of loss to life or health, or serious damage to other property) without Our knowledge outside of normal business hours, however, You must notify Us as soon as reasonably possible and You will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Service Agreement. In no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement.

While arbitration is mandatory, the outcome of any arbitration shall be nonbinding 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.

The Service Warranty Association license number for CNA Warranty Services, Inc.: 44201034

**Oregon Residents:** Any arbitration occurring under this Service Agreement shall be voluntary, mutually agreed to at time of the dispute, take place in Oregon (unless another location is mutually agreed upon), and administered in accordance with Oregon law and court rulings. Any award rendered in accordance with this Service Agreement's Arbitration provision shall be a nonbinding award against You, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. You are not required to use the American Arbitration Association (AAA), and Your right to a jury trial is not restricted.

If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Agreement; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event We do not provide covered service within sixty (60) days of filing a Claim by You, You are entitled to apply directly to the Insurance Company. If the Insurance

Company does not resolve such matters within sixty (60) days of Your Claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Tennessee Residents:** When there is a failure of the product under the Service Agreement, the Service Agreement shall be extended as follows: (a) the number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (b) two (2) additional working days.

**Texas Residents:** If You purchased this Service Agreement in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Service Agreement provider 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. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your Claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Agreement is returned to the provider

You may cancel the Service Agreement at any time. If You cancel the Service Agreement before the thirty-first (31<sup>st</sup>) day after the date of purchase, We:

(1) shall refund to You or credit to Your account the full Service Agreement Price that You paid, decreased by the amount of any Claims paid under the Service Agreement; and (2) may not impose a cancellation fee. If You cancel the Service Agreement on or after the thirty-first (31<sup>st</sup>) day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated Service Agreement Price that You paid reflecting the time remaining in the term of the Service Agreement, decreased by the amount of any Claims paid under the Service Agreement; and (2) may impose a reasonable cancellation fee not to exceed twenty-five (\$25).

We may cancel the Service Agreement by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth (5<sup>th</sup>) day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Service Agreement is canceled because of: (1) nonpayment of the consideration for the Service Agreement; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the covered product or its use. If We cancel the Service Agreement, You are entitled to a prorated refund of the Service Agreement Price that You paid reflecting the time remaining in the term of the Service Agreement, decreased by the amount of any Claims paid under the Service Agreement. We may not impose a cancellation fee.

Texas License Number of the Administrator: 217

**Utah Residents: NOTICE. This Service Agreement is subject to limited regulation by the Utah Insurance Department.** To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Agreement is not guaranteed by the Utah Property and Casualty Guarantee Association.

The following replaces the conditions pertaining to cancellation of the Service Agreement by Us in the CANCELLATION section: This Service Agreement may be cancelled by Us only due to nonpayment of premium or, if the Service Agreement has not been previously renewed or has not been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered, We may cancel the Service Agreement due to: a) material misrepresentation; b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Agreement; or c) substantial breaches of contractual duties, conditions, or warranties. If We cancel this Service Agreement due to nonpayment, cancellation will be no sooner than ten (10) days after the delivery or first class mailing of written notice. Otherwise, cancellation will be no sooner than thirty (30) days after the delivery or first class mailing of written notice. Cancellation notice will include the reasons for the cancellation.

The following are added to the WHEN YOU NEED SERVICE section: Failure to notify Us within the prescribed time will not invalidate the Claim if You can show that notification was not reasonably possible. If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Service Agreement; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Service Agreement. The exclusion for unauthorized repairs does not apply to emergency repairs.

The "Insurance Securing This Agreement" section is deleted and replaced by the following: **INSURANCE SECURING THIS SERVICE CONTRACT:** This is not an insurance policy. This Service Contract is secured by a contractual liability policy provided by Continental Casualty Company, 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should We fail to pay or provide service on any Claim within sixty (60) days after proof of loss has been filed, You are entitled to make a Claim directly against the Insurance Company.

The ARBITRATION section is replaced by 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  
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BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**Vermont Residents:** If You request cancellation within thirty (30) days of the receipt of the Service Agreement and no Claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement Price that You paid. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in Vermont.

**Virginia Residents:** 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.

**Washington Residents:** Our obligations under this Service Agreement are backed by Our full faith and credit. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address contained in Our records at least twenty-one (21) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any civil action or alternative dispute resolution procedure brought by You in connection to the Service Agreement can be brought in Washington at a location in closest proximity to Your permanent residence.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Service Agreement shall not be cancelled due to unauthorized repair of the Covered Item, unless We are prejudiced by Your failure to obtain such authorization. We will not deny Your Claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

In the event of a total loss of the Covered Item covered by this Service Agreement that is not covered pursuant to the terms of this Service Agreement, You shall be entitled to cancel the Service Agreement and receive a pro rata refund of any unearned provider fee, less any Claims paid.

For any reason other than the above, You have the right to return the Service Agreement within at least thirty (30) days and if no Claim has been made under the Service Agreement, the Service Agreement shall be void and We shall refund to You the full Service Agreement Price that You paid, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Service Agreement to Us for cancellation. After thirty (30) days or if a Claim has been made under the Service Agreement, You have the right to cancel the Service Agreement and receive a refund of the unearned Service Agreement Price that You paid, less any Claims paid, and less a reasonable fee for the cancellation, which may not exceed ten percent (10%) of the Service Agreement Price that You paid.

This Service Agreement may be cancelled by Us only for nonpayment of our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Covered Item or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You one hundred percent (100%) of the unearned Service Agreement purchase price, less any Claims paid.

Obligations of the Obligor under this Service Agreement are insured under a service contract reimbursement insurance policy. If We do not provide, or reimburse or pay for, a service that is covered under this Service Agreement within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a Claim directly with the service contract reimbursement insurer, Continental Casualty Company, for reimbursement, payment, or provision of service. You can do this by phoning or mailing Continental Casualty Company at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

**Wyoming Residents:** This Service Agreement will be considered void and We will refund You the full purchase price of the Service Agreement or credit Your account if You have not made a Claim under this Service Agreement and You have returned the Service Agreement to Us within thirty (30) days.

The Arbitration provision in this Service Agreement is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, references to "We" and "Us" include the Service Agreement Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, Service Agreement insurers, agents, employees, successors, and assigns.

Purchase of a Service Agreement is optional and is not a condition of a loan or a condition for the sale of any property.