

SAMPLE PROTECTION PLAN

Sample Premium Combination 5-Year Protection Plan

Protection Plan Number:

SAMPLE

Customer Name

Address

City, State Zip

This form describes the protection You will have in return for the payment made by You. This Agreement applies to Covered Products with a total retail cost of \$50,000 or less before sales tax and delivery charges.

1. DEFINITIONS:

- A) "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd., Chicago, Illinois 60604**, except in Arizona, Florida and Oklahoma, where it is **SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd., Chicago, Illinois 60604**; in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604**. In Florida, the license number is 80173.
- B) "You" and "Your" mean the purchaser of the Covered Product(s).
- C) "Administrator" means Montage, Inc., 3050 Centre Pointe Drive, Suite 50, Roseville, Minnesota 55113, **1-800-686-5559**.
- D) "Selling Retailer" means the entity selling the Covered Product and this Agreement.
- E) "Covered Product" means the consumer item(s) which You purchased concurrently with and is/are covered by this Agreement.
- F) "Agreement" means the coverage terms, conditions, limitations and exclusions set forth herein, together with the sales receipt provided to You by the Selling Retailer.
- G) "Purchase Price" means the original Purchase Price for the Covered Product, paid by You to the Selling Retailer, excluding tax and delivery costs.

MFS-1-5084

2. REPAIR PLAN:

In return for payment by You, We will provide the following coverage:

(1) Term:

The term of this Agreement begins on the date of delivery of Your Covered Product and continues for the five (5) year period following the delivery date. Any coverage in this Agreement which replicates coverage provided by a manufacturer's warranty will only take effect upon the expiration of such warranty. Coverage for stain and unintentional and accidental damage from handling of the Covered Product is effective upon the date of delivery of the Covered Product.

(2) Coverage:

Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to: Mechanical and structural breakdowns to fabric, leather, vinyl upholstery or solid surface furniture as a result of:

- Breakage of frames, panels or springs.
- Breakage of sleeper, recliner, lifting, heating and/or vibrating mechanisms.
- Failure of integral electrical components.
- Lifting or incident-specific chipping of veneers or laminates exposing the substrate.
- Warping.
- Loss of silvering on mirrors.

A specific post-delivery incident which occurs during normal residential use resulting in accidental damage, including:

- All stains, including dye bleed and dye transfer onto or into upholstery fabric, leather or vinyl.
- Punctures, rips or burns.
- Liquid marks or rings.
- Household heat marks.
- Gouges, dents, scratches or chips that penetrate the finish exposing the substrate.
- Damage caused by nail polish remover.
- Checking, cracking, bubbling or peeling of finish caused by a specific incident.
- Glass or mirror chipping, breakage or scratches.

If possible, We will order, from the Selling Retailer, replacement part(s) or complete product(s), as necessary, to fulfill the coverage provided under this Agreement. Such part(s) or complete product(s) will be new and of the same make and model as Your Covered Product unless the Selling Retailer is unable to supply such products. In this case, You will select and, if approved by Us, We will order, from the Selling Retailer, new replacement part(s) or complete product(s) with features similar to those of Your Covered Product, up to, but not to exceed, the Purchase Price.

In the event some, but not all, of Your Covered Product is replaced, coverage will continue for the remaining term of this Agreement for any part(s) or complete product(s) that have not been replaced. However, there will be no further coverage for any part(s) or complete product(s) that are replaced hereunder and the part(s) or complete product(s) which We provide to replace any Covered Product will not be covered under this Agreement, nor will they be eligible for coverage under a new Agreement.

In the event the Selling Retailer where you purchased Your Covered Product is unwilling or unable, for any reason, to supply (i) part(s) or complete product(s) of the same make and model as Your Covered Product, or (ii) replacement part(s) or complete product(s) with features similar to those of Your Covered Product that are satisfactory to You (not to exceed the Purchase Price), We will refund the original Purchase Price of this Agreement, less Our cost of all previous claims paid under this Agreement, in complete fulfillment of Our obligation to You hereunder.

If You select replacement product(s) of lower cost than the Covered Product, no credit will be issued or compensation provided for the difference. If You select replacement product(s) of higher cost than the Covered Product You will be required to pay the difference directly to the Selling Retailer or other entity providing the replacement product(s).

(3) Limit of Liability:

The total limit of liability under this Agreement is the least of (1) the Purchase Price (2) the cost of repairs authorized by the Administrator up to the Purchase Price (3) replacement product(s) of the same make and model as the Covered Product, (4) replacement product(s) with features similar to those of Your Covered Product (as determined by the Administrator) or (5) a cash payment, in an amount agreed upon by You, in lieu of repair(s) or replacement(s).

This promotional piece does not represent an agreement for coverage. Exclusions and limitations may apply. Please refer to your protection plan document for specific coverage details. Coverage is provided by National Product Care Company, and in AZ, FL, OK and WI by Service Saver, Incorporated.

(4) What to do if a covered problem occurs:

Contact the Administrator within thirty (30) days of noticing the problem by:

- **Calling the customer service toll-free number at 1-800-686-5559.**
- **Sending an email with claim details to claims@montagefs.com.**

Claims must be reported to the Administrator within thirty (30) days of noticing the stain, damage or breakdown in Your Covered Product. You must provide a copy of Your sales receipt that details the retailer, the purchase date, the Agreement purchased, the items covered by the Agreement purchased and their Purchase Price. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.

(5) Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. The Administrator may provide You with authorized products to assist You in removing stains. Do not attempt stain removal until You contact the Administrator for assistance. Please see the directions on the authorized products for proper usage. If the stain cannot be removed with the authorized products, call the Administrator to arrange for professional cleaning. If We are unable to remove the stain professionally, We will replace Your affected item. Service will be performed in Your home; the authorized service center may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion.

3. WHAT IS NOT COVERED:

- A) **ANY LOSS NOT SPECIFICALLY LISTED IN SECTION 2.2 "COVERAGE";**
- B) **ANY DAMAGE CAUSED BY THE CONSUMER DURING THE ASSEMBLY OF READY TO ASSEMBLE (RTA) ITEMS;**
- C) **PRODUCT REPAIRS THAT ARE COVERED BY THE MANUFACTURER'S WARRANTY OR AS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO COVER SUCH REPAIRS;**
- D) **ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, OR WHILE FURNITURE IS IN TRANSIT OR STORAGE;**
- E) **ACCUMULATED STAINS OR DAMAGE RESULTING FROM LACK OF REGULAR CARE AND MAINTENANCE, WILLFUL ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;**
- F) **EXTERNAL CAUSES INCLUDING, FIRE, THEFT, INSECTS, ACTS OF NATURE, ILLEGAL ACTS, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;**
- G) **INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;**
- H) **STAIN OR DAMAGE CAUSED BY APPLIANCE MALFUNCTIONS AND ANY RESULTANT LEAK THEREFROM;**
- I) **ANY PRODUCT USED FOR COMMERCIAL, INSTITUTIONAL OR RENTAL PURPOSES;**
- J) **FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA, AND/OR THE DISTRICT OF COLUMBIA;**
- K) **UNAUTHORIZED SERVICE, REPAIRS AND/OR PARTS;**
- L) **SERVICE WHERE NO PROBLEM CAN BE FOUND;**
- M) **BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;**
- N) **ANY STAIN, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR THAT HAS BUILT UP OVER TIME, I.E. DIRT, PERSPIRATION, HAIR, BODY OR SUNTAN OILS AND/ OR LOTIONS. SIGNS OF SOILING OR SOIL BUILD UP INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE COVERED PRODUCT(S);**
- O) **DYE TRANSFER (UNLESS OTHERWISE NOTED IN SECTION 2.2 "COVERAGE");**
- P) **STAIN OR DAMAGE RESULTING FROM THE USE OF CLEANING PRODUCTS NOT APPROVED BY THE MANUFACTURER;**
- Q) **MOLD, MILDEW, ODOR;**
- R) **STAINS CAUSED BY MEDICAL INCONTINENCE, OR OTHER REPETITIVE STAINS FROM THE SAME CAUSE;**
- S) **STAINS OR DAMAGE CAUSED BY AN INDEPENDENT CONTRACTOR, SUCH AS BUT NOT LIMITED TO, PLUMBER, PAINTER OR OTHER SERVICE OR MAINTENANCE PERSONNEL;**
- T) **BODILY INJURY;**
- U) **DAMAGE CAUSED BY PETS (OTHER THAN BODILY FLUIDS);**
- V) **WEAR-RELATED REPAIRS OR DAMAGE, SUCH AS BUT NOT LIMITED TO, FADING, RUST OR CORROSION, NORMAL WEAR AND TEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING;**
- W) **COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL, SPLITS ON BI-CAST LEATHER, SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS, NATURAL MARKINGS ON LEATHER, SUCH AS HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE SIMULATING NATURAL COWHIDE, NON-BOVINE LEATHERS, SUEDE, NUBUCK AND OTHER BUFFED LEATHERS, SURFACE SCRATCHES IN LEATHER FINISH;**
- X) **SCRATCHES, DENTS OR CHIPS THAT DO NOT PENETRATE THE FINISH AND DO NOT EXPOSE THE SUBSTRATE;**
- Y) **NON-COLORFAST OR X-CODED FABRICS, SHRINKAGE FROM CLEANING;**
- Z) **CLOCK MECHANISMS, ANY ACCESSORIES USED IN CONJUNCTION WITH THE COVERED PRODUCT; NOISES.**

4. CONDITIONS:

- A) **Renewal:** This Agreement is not renewable.
- B) **Transferability:** This Agreement is not transferable.
- C) **Territorial Limitations:** This Agreement does not cover failures that occur outside of the fifty (50) states of the United States of America, and/or the District of Columbia.
- D) **Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
- E) **Dispute Resolution - Arbitration:** This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class -consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.
- F) **Cancellation:** You may cancel this Agreement for any reason at any time. In the first thirty (30) days You will receive a full refund upon cancellation. To cancel within ten (10) days of receipt, contact the Selling Retailer of Your Agreement for a full refund. After ten (10) days, contact the Administrator in writing with this Agreement and a copy of Your sales receipt to receive a full refund. After thirty (30) days, You will receive a pro-rated refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the Purchase Price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment of premium by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation and will include the effective date and reason for cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rated premium.
- G) **Entire Agreement:** This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800)209-6206.

5. STATE VARIATIONS

The following state variations will control if inconsistent with any other provisions: **1. AZ:** In Section 3 “WHAT IS NOT COVERED,” exclusion (D) is removed. The following statement is added to section 4.E “Dispute Resolution - Arbitration”: Arbitration does not preclude the Arizona consumer’s right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548. The following statement is added to section 4.F “Cancellation”: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (21) below. **2. AR:** The following statement is added to Section 4.G “Entire Agreement”: A claim submitted to Virginia Surety Company, Inc., may include a claim of the unearned premium in the event of a cancellation. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. See also (20) and (21) below. **3. CA:** The following statement amends the “Cancellation” section of this Agreement: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, You shall receive a prorata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made. The following statement is added to Section 4.E “Dispute Resolution - Arbitration”: This 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, 3485 Orange Grove Avenue, North Highlands, CA, 95660, or You may visit their website at www.bear.ca.gov. See also (20) below. **4. CT:** The following statement is added to Section 4.E “Dispute Resolution – Arbitration”: The State of Connecticut has established an arbitration process to settle disputes arising from service Agreements. If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair and a copy of this Agreement. The following statement is added to section 4.F “Cancellation”: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. See also (21) below. **5. GA:** In Section 3 “WHAT IS NOT COVERED,” exclusion (D) is removed and replaced with: “Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement.” Section 4.E “Dispute Resolution - Arbitration” is removed. Section 4.F “Cancellation” is amended as follows: If You cancel after sixty (60) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. 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. If we cancel this Agreement, 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. Should any conflicts or discrepancies arise between the English and Spanish versions in the interpretation of any issue, the English version will take precedence in all matters. See also (21) below. **6. MI:** The following statement is added to Section 2.1 “Term”: 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. **7. MO:** The following statement is added to Section 4.G “Entire Agreement”: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of cancellation. See also (20) and (21) below. **8. NV:** In Section 4.E “Dispute Resolution - Arbitration” all references to the state of Illinois are replaced with Nevada. The following statement is added to Section 4.F “Cancellation”: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (20) below. **9. NH:** The following statement is added to Section 4.G “Entire Agreement”: 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, 03021, (603) 271-2261. See also (21) below. **10. NM:** Section 4.F “Cancellation” is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel 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 increase the service required under this Agreement. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within sixty (60) days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund. **11. NC:** The following statement is added to Section 4.F “Cancellation”: We may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 4.G “Entire Agreement”: You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product. See also (20) & (21) below. **12. OR:** Section 4.E “Dispute Resolution – Arbitration is deleted in its entirety. See also (20) & (21) below. **13. OK:** Section 4.E “Dispute Resolution - Arbitration” all references to the state of “Illinois” are replaced with “Oklahoma” and “Dispute Resolution - Arbitration” of this Agreement is amended to include the following: 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. (Rev. 6/12) 4.F “Cancellation” is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, Your refund shall be based on one hundred percent (100%) of the unearned pro rata premium less ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Agreement except for fraud, material misrepresenten-

tation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium. The following statement is added to Section 4.G “Entire Agreement”: Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. The following statement is added to Section 4.G “Entire Agreement”: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. (Rev. 6/11) See also (21) below. **14. SC:** The following statement is added to Section 4.G “Entire Agreement”: 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, SC 29202-3105, telephone number (803) 737-6180. See also (20) below. **15. TX:** The following statement is added to Section 4.F “Cancellation”: If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, IL, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Entire Agreement”: 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, TX, 78711, telephone number (512) 463-6599 or (800) 803-9202. In Texas, the Service Contract Administrator License number for Montage, Inc., is 128. See also (20) & (21) below. **16. UT:** Section 4.E “Dispute Resolution - Arbitration” is deleted in its entirety and 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 by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Utah (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 4.F “Cancellation” is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing 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 nonpayment 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 cancellations due to 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 We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (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 cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G “Entire Agreement”: 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. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. See also (21) below. **17. WA:** Section 4.G “Entire Agreement” is deleted in its entirety and replaced with the following: This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. You may make a claim directly with Virginia Surety Company, Inc. at 175 West Jackson Blvd, Chicago, IL, 60604, (800) 209-6206, who insures the obligations of National Product Care Company under this Agreement. See also (20) and (21) below. **18. WI:** In Section 3 “What Is Not Covered”, exclusion (L) is removed. The following statement is added to Section 4.D “Subrogation”: The Agreement holder will be made whole before We may retain any amount We may recover. Section 4.E “Dispute Resolution-Arbitration” is removed in its entirety. The following statement is added to Section 4.F “Cancellation”: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Entire Agreement”: **This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.** 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. See also (20) & (21) below. **19. WY:** The following statement is added to Section 4.E “Dispute Resolution - Arbitration”: In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement. See also (20) and (21) below. **20. AL, AR, CA, HI, MD, ME, MN, NC, NV, NY, MO, OR, SC, TX, WA, WI and WY:** The following statement is added to Section 4.F “Cancellation”: If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, a ten percent (10%) penalty per month shall be applied to the refund. **21. AL, AZ, AR, CT, GA, IL, KY, MO, MT, NH, NY, NC, OH, OK, OR, TX, UT, WA, WI, and WY:** The following statement is added to Section 4.G: “Entire Agreement”: If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL, 60604, (800) 209-6206. **22. CO, DE, DC, ID, IN, IA, KS, LA, ME, MA, MS, NE, NJ, ND, PA, RI, SD, TN, VA, and WV:** The following statement is added to Section 4.F: “Cancellation”: You may also cancel this Agreement in the first ten (10) days by contacting the Administrator in writing, with proof of purchase, to receive Your refund.