

## **Treadmill Doctor 360 Degree Guarantee Extended Service Plan**

### **Terms and Conditions**

#### **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, Oklahoma and Wisconsin, where it is SERVICE SAVER , INCORPORATED, 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206; in Florida, the license number is: 80173; or in Texas, where it is National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604; or in Maine, where it is the Selling Retailer.

**B.** "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.

**C.** "Administrator" means TWG Innovative Solutions, Inc. (TWGIS), P.O. Box 427, Golden, Colorado 80402, (800) 750-4766.

**D.** "Selling Retailer" means the entity selling the Covered Product and this Agreement.

**E.** "Covered Product" means the consumer item(s) which You purchased and is covered by this Agreement.

**F.** "Agreement" means the terms, conditions, limitations and exclusions, including Your sales receipt.

#### **2. REPAIR PLAN**

**A. Term:** Term and coverage for labor begin upon expiration of the manufacturer's warranty for labor and continue for the period indicated on Your sales receipt. Coverage for parts begins upon expiration of the manufacturer's warranty for parts. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed.

**B. Coverage:** Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product must fail during normal usage. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced with a product of equal or similar features and functionality

**C. Limit of Liability:** The limit of liability is the least of the cost of (1) the purchase price of the Covered Product excluding tax and delivery costs or (2) authorized repairs not to

exceed the purchase price of the Covered Product or (3) replacement of the Covered Product with a product with equal or similar features and functionality or (4) reimbursement for authorized repairs or replacement. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.

**D. No Lemon Policy:** During the term of this Agreement, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. No Lemon Policy does not apply to repairs during the manufacturer's warranty.

**E. What to do when Your Product fails to Operate:** Call the Administrator's 24-hour customer service toll-free number at (800) 750-4766 for the appropriate authorized service center. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered Product that uses batteries as the prime power supply, or a remote control unit, please check that the batteries do not need replacing or recharging.

**F. Service Deliverables:** There is no deductible required to obtain service for Your Covered Product. You will receive service on Your Covered Product using the same type of service provided during the manufacturer's warranty as described below:

**Carry-In:** Covered Products must be delivered and picked up by You at an authorized service center during normal business hours. In the event a Covered Product must be shipped to a central service facility, We will pay for the return shipping cost.

**In-Home:** Service will be performed in Your home. The authorized service center may opt to remove the Covered Product to perform service inshop and will return the Covered Product upon completion. Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

### **3. WHAT IS NOT COVERED**

**A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;**

**B. PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;**

**C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER**

**D. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;**

**E.** ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS -IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;

**F.** PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE COVERED PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, CABLES, HANDLEBARS, LIGHT BULBS, SEAT POSTS, TIRES, TUBES, ETC.;

**G.** DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, NEGLIGENCE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, ANY COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;

**H.** LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;

**I.** INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE OR TIME DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;

**J.** ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS;

**K.** FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;

**L.** NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, DRAWERS, RACKS, KNOBS, ROLLERS, BASKETS, SCRATCHES, HANDLES, COSMETIC PARTS OR PEELING AND DENTS, NONFUNCTIONAL PARTS ARE THOSE PARTS THAT ARE NOT CRITICAL TO THE PERFORMANCE OF THE PRODUCT'S ESSENTIAL FUNCTION, EXTERNAL EQUIPMENT SUCH AS PIPES, PLUMBING, POWER SOURCES ETC. USED OR MODIFIED FOR THE PURPOSE OF USE WITH OR FOR THE COVERED PRODUCT, A PART THAT IF MISSING OR BROKEN, DOES NOT RESULT IN THE PRODUCT BEING NON-OPERATIONAL;

**M.** UNAUTHORIZED REPAIRS AND/OR PARTS;

**N.** COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT;

**O.** ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;

**P.** ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;

**Q.** LOSS OF DATA OR ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY A COMPUTER OR SOFTWARE VIRUS;

**R.** SERVICE WHERE NO PROBLEM CAN BE FOUND;

**S.** BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;

**T.** FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;

**U.** INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY AND FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE;

**V.** ABNORMAL VARIATION OF ELECTRICITY OR WATER SUPPLY;

**W.** DAMAGE INCURRED WHILE MOVING THE COVERED PRODUCT TO ANOTHER LOCATION;

**X.** MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS;

**Y.** IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS.

#### **4. CONDITIONS**

##### **A. Renewal:**

This Agreement is renewable at Our discretion. Renewal cost reflects the age of the Covered Product and service costs at time of renewal.

##### **B. Transferability:**

This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

##### **C. Territorial Limitation:**

This Agreement does not cover products located outside of the 50 states of the United States of America, including 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 representative or class member in any class action litigation, any class arbitration or any 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](http://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. To cancel, contact the Selling Retailer within thirty (30) days of receipt of Your Agreement for a full refund. After thirty (30) days, contact the Administrator in writing to receive a pro-rata 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-rata premium.

### **G. Entire Agreement:**

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. 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**

**State Variations:** The following state variations will control if inconsistent with any other provisions:

**(1) In Arizona:** In Section 3 "WHAT IS NOT COVERED," exclusion (E) 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 (22) below.

**(2) In Arkansas:** The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. A claim submitted to the insurer 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 (21) below.

**(3) In California:** 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, California, 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). Section 4.F "Cancellation" is amended as follows: 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 prorated 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.

**(4) In Connecticut:** 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 06142-0186, Attn: 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 (22) below.

**(5) In Florida:** Section 4.E "Dispute Resolution - Arbitration" is removed. Section 4.F "Cancellation" is amended as follows: If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.

**(6) In Georgia:** In Section 3 "WHAT IS NOT COVERED", exclusion (E) is changed to: "Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or any costs to repair any product sold used, damaged or "as-is" including but not limited to floor models, demonstration models, etc." 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 twentyfive 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. See also (22) below.

**(7) In Michigan:** The following statement is added to Section 2.A. "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.

**(8) In Missouri:** The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. A claim submitted to the insurer may include a claim for return of the unearned premium in the event of a cancellation. See also (21) below.

**(9) In 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 (21) below.

**(10) In New Hampshire:** The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261.

**(11) In New Mexico: 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. See also (21) below.

**(12) In North Carolina:** Section 4.F "Cancellation" is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement. 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 (21) and (22) below.

**(13) In Oklahoma:** The following statement replaces Section 4.F "Cancellation": You may cancel this Agreement for any reason at any time. To cancel, contact the Selling Retailer of the Covered Product within thirty (30) days of receipt of Your Agreement for a full refund. After thirty (30) days, contact the Administrator in writing to receive a refund based on 90% of the unearned pro-rata premium less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the unearned pro-rata premium (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment 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 on one-hundred percent (100%) of the unearned pro-rata premium. The following statement is

added to Section 4.G "Entire Agreement": This Agreement is not issued by the manufacturer or wholesale company marketing the Covered Product covered by this Agreement. This Agreement will not be honored by such manufacturer or wholesale company. Oklahoma does not review commercial service contract language (only personal). Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**(14) In Oregon:** Section 4.E "Dispute Resolution - Arbitration" is removed.

**(15) In South Carolina:** 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, South Carolina 29202-3105, telephone number (803) 737-6180. See also (21) below.

**(16) In Texas:** 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, Illinois, 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 regulation of service agreements, may be addressed to the Texas Department of Licensing and Regulation at PO Box, 12157, Austin, TX 78711, telephone number (512) 463-2906 or 800-803-9202. See also (22) below.

**(17) In Utah:** Section 4.E "Dispute Resolution - Arbitration" is removed and replaced with: 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, 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 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. Section 4.F "Cancellation" is amended as follows: We can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the 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 the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to 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 the 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 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 (22) below. (18) In Washington: The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address. You are not required to wait sixty (60) days before filing a claim directly with the insurer. See also (21) below.

**(19) In Wisconsin:** In Section 3 "WHAT IS NOT COVERED", exclusion (M) is removed. The following statement is added to Section 4.D "Subrogation": The Agreement holder will be made whole before We retain any amount we may recover. The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Mandatory arbitration is not permitted. Both parties must agree to participate. If one party disagrees to participate, this arbitration provision becomes null and void. The following statement is deleted from Section 4.E "Dispute Resolution - Arbitration": 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 representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. 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. 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. 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 (22) below.

**(20) In Wyoming:** The following statement is added to Section 4.E "Dispute Resolution - Arbitration": Arbitration can only be final and binding if agreed to by the parties involved and in a separate written agreement. See also (21) and (22) below.

**(21) In Alabama, Arkansas, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, North Carolina, South Carolina, Washington and Wyoming:** 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.

**(22) In Alabama, Arizona, Connecticut, Georgia, Illinois, Kentucky, Montana, New York, North Carolina, Ohio, Oregon, Texas, Utah, Wisconsin and Wyoming:** The following statement is added to Section 4.G "Entire Agreement": If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address.