

Cancellation: You may cancel this Contract at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at the address listed above. You may cancel this Contract for any reason. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, You shall receive a pro rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Contract or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. We or N.E.W. may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authority. If We or N.E.W. cancels this Contract, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Contract price less any claims which have been paid. In Alabama, Arkansas, Hawaii, Maryland, Minnesota, Nevada, New York, South Carolina, Washington and Wyoming: If You cancel Your Contract within thirty (30) days of receipt of Your Contract and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

Renewal: These Plans are not renewable.

Where You Are Covered: The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Maine or any Canadian or U.S. Territories such as Guam, Puerto Rico, or U.S. Virgin Islands.

Insurance: This is not a contract of insurance. Obligations of the obligor under this Contract are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. In AL, AR, AZ, CT, GA, IL, KY, MO, MT, NH, NY, NC, OH, TX, UT, WA, WI and WY: If You have filed a claim in writing under this Contract and the obligor fails to pay or provide service on a claim within sixty days (60) of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Contract and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Contract Claims, 1-800-209-6206.

Entire Contract: This Contract, including the terms, conditions, limitations, exceptions and exclusions, the Product listing number, and the sales receipt for Your Product constitute the entire agreement. Your rights under this Contract may vary from state to state.

Arbitration: Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

ARIZONA ONLY: The following statement is added to the "Cancellation" section of this Contract: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In the "WHAT IS NOT COVERED" section of this Contract, exclusion (2) does not apply in the state of Arizona.

ARKANSAS ONLY: The following statement is added to the "Insurance" section of this contract: A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation.

CALIFORNIA ONLY: The following statement is added to the "Arbitration" section of this Contract: 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.

CONNECTICUT ONLY: The following statement is added to the "Term of Coverage" section of this Contract: The term of this Contract will be automatically extended for the period during which the Product is in the custody of a service center for repair. The following statement is added to the "Cancellation" section of this Contract: You may cancel this Contract if You return the Product or the Product is sold, lost, stolen, or destroyed. The following statement is added to this Contract: If You purchased this Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Product and cost of repair, and include a copy of this Contract.

GEORGIA ONLY: The following statement is added to the "Cancellation" section of this Contract: If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. In the event of cancellation by N.E.W. or Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and administrative fees shall not be deducted from any refund owed as a result of cancellation. We or N.E.W. may not cancel this Contract except for fraud, material misrepresentation, or non-payment 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. In the "What is Not Covered" section of this Contract, exclusion (2) is removed and replaced with: Any and all pre-existing conditions known by You that occur prior to the effective date of this Contract. The "Arbitration" section of this Contract is removed.

FLORIDA ONLY: The following statement is added to the "Cancellation" section of this Contract: In the event this Contract is cancelled by the Warranty Holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the Warranty Holder. In the event this Contract is cancelled by N.E.W., return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The "Arbitration" section of this Contract is removed.

MICHIGAN ONLY: The following statement is added to this Contract: If performance under this Contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Contract shall be extended for the period of the strike or work stoppage.

MINNESOTA ONLY: The following statement is added to the "Cancellation" section of this Contract: We may not cancel this Contract without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

MISSOURI ONLY: The following statement is added to the "Insurance" section of this Contract: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of a cancellation.

NEVADA ONLY: The following statement is added to the "Cancellation" section of this Contract:

No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. We or N.E.W. may not cancel this Contract without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

NEW HAMPSHIRE ONLY: The following statement is added to this Contract: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

NEW MEXICO: The following statement is added to the "Cancellation" section of this Contract: We or N.E.W. may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Contract 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 Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; or 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increase the service required under this Contract. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Service Contract.

NORTH CAROLINA ONLY: The following statement is added to this Contract: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Product. We or N.E.W. may not cancel this Contract except for nonpayment by You or for violation of any of the terms and conditions of this Contract.

OKLAHOMA ONLY: The following statement is added to this Contract: This Contract is not issued by the manufacturer or wholesale company marketing the Product covered by this Contract. This Contract will not be honored by such manufacturer or wholesale company. The following statement amends the "Cancellation" section of this Contract: No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation.

SOUTH CAROLINA ONLY: The following statement is added to this Contract: If You purchased this Contract in South Carolina, complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

TEXAS ONLY: The following statement is added to this Contract: If You purchased this Contract in Texas, unresolved complaints or questions concerning the regulations of contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The following statement is added to the "Cancellation" section of this contract: If You cancel Your Contract within thirty (30) days of receipt of Your Contract, Your Contract 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 contract, 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.

UTAH ONLY: The following statement is added to this Contract: Coverage afforded under this Contract 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 Contract does not invalidate or reduce a claim. The following statement is added to the "Cancellation" section of this Contract: We can cancel this Agreement during the first sixty days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for 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 nonpayment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Contract or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

WASHINGTON ONLY: The following statement is added to the "Cancellation" section of this Contract: We or N.E.W. may not cancel this Contract without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The Insurance section is amended as follows: If You have filed a claim in writing under this Contract and the Obligor fails to pay or provide service on a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of the Contract and sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Contract Claims, 1-800-209-6206.

WISCONSIN ONLY: The following statement is added to the "Cancellation" section of this Contract: Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Contract. The following statement is added to this Contract: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. You should furnish proof of loss to the Administrator as soon as reasonably possible and within one year after the time required by this Contract. Failure to furnish such notice or proof within the time required by this Contract does not invalidate or reduce a claim. Under "What is Not Covered", exclusion (20) does not apply.

WYOMING ONLY: The following statement is added to the "Arbitration" section of this Contract: In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-800-861-9387.

Administered by:
N.E.W.

P.O. Box 1340, Sterling, VA 20167
1-800-861-9387

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