

## [Good Sam Protection Plan] Terms and Conditions

This **Service Plan** is not a contract of insurance. Unless otherwise regulated under state law, the contents of this **Service Plan** should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. These terms and conditions, together with **Your** sales receipt shall collectively constitute the entire contract relating to **Your** coverage. The terms and conditions are required for service. Limitations and exclusions may apply; refer herein for details.

### DEFINITIONS

**Administrator** means the entity responsible for the administration of this **Service Plan**.

The **Administrator** is United Service Protection Corporation [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097] in all states except: in Florida where the **Administrator** is United Service Protection, Inc., [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097]; in Oklahoma where the **Administrator** is Assurant Service Protection, Inc., [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097]; and in Massachusetts and Iowa where the **Administrator** is [Federal Warranty Service Corporation P.O. Box 21647 St. Petersburg, FL 33742, 1-866-769-8097].

**Retailer** means the **Retailer** from whom **You** purchased **Your Service Plan** as indicated on **Your** sales receipt or ordering document.

**Price** means the consideration paid by **You** for this **Service Plan** as listed on **Your** sales receipt or ordering document.

**Product(s)** means the item(s) purchased for personal use, from a factory-authorized **Retailer** as listed on the sales receipt or ordering document, that qualify for coverage under the term and **Service Plan** selected.

**Provider/We/Us/Our** means the entity that is contractually obligated to **You** under the terms of this **Service Plan**.

The **Provider** is United Service Protection Corporation, [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097] in all states except: in Florida where the **Provider** is United Service Protection, Inc., [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097]; in Oklahoma where the **Provider** is Assurant Service Protection, Inc., [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097]; and in Massachusetts and Iowa where the **Provider** is Federal Warranty Service Corporation, [P.O. Box 21647, St. Petersburg, FL 33742, 1-866-769-8097].

**Service Plan** means this Plan, as identified on **Your** sales receipt or ordering document, which **You** purchased to cover **Your Product(s)**.

**You/Your** means the owner of the **Product(s)** covered under this **Service Plan** and on record with the **Administrator**.

### COVERAGE PERIOD TERM

Unless stated otherwise, coverage begins on the date of purchase listed on **Your** original sales receipt or ordering document and extends for the period that is indicated on **Your** sales receipt or ordering document. If the term of this **Service Plan** overlaps with the term of **Your** manufacturer’s warranty, look first to **Your** manufacturer’s warranty for coverage. This **Service Plan** excludes coverage for any loss covered by **Your** manufacturer’s warranty but may nevertheless provide certain benefits in addition to those provided by **Your** manufacturer’s warranty.

### PRODUCT ELIGIBILITY

This **Service Plan** covers **Product(s)** purchased as new or factory-refurbished **Product(s)** manufactured for use in the United States of America. At time of purchase, the **Product(s)** must include a manufacturer’s original or factory-refurbished

warranty valid in the United States of America and provide a minimum coverage period of ninety (90) days parts or labor. If there is no labor coverage from the OEM, then **Your** coverage will begin on day 91. This **Service Plan** will only cover **Product(s)** used for non-commercial purposes.

### COVERAGE

If during the term of this **Service Plan**, **Your Product(s)** is rendered inoperable as a result of mechanical or electrical breakdown, structural or component failures, defects in materials and workmanship, and are not covered under any other warranty, insurance policy or service contract, **We** will, based upon the **Service Plan** **You** purchased provide necessary service to restore **Your Product(s)** to normal operating condition, or provide a replacement product. Technological advances may result in a replacement product with a lower selling price than the original covered **Product(s)** purchase **Price**; therefore, no refunds will be made based on the replacement product(s) cost difference from the original **Product(s)** purchase **Price**. Parts used to repair or replace **Your Product(s)** may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the **Product(s)**. Genuine manufacturer's parts will be used whenever possible; however, the use of non-original manufacturer's and re-manufactured parts are allowed under this **Service Plan**. If repair parts are unavailable because the manufacturer has gone out of business or no longer manufactures the parts necessary to repair **Your Product(s)**, or if **You** purchased **Your** product through a catalogue or on-line **You** will receive a gift card or cash settlement equal to the value of the replacement product, not to exceed the lesser of the current retail replacement value of the original **Product(s)** or the original purchase **Price** of **Your Product(s)**, excluding sales tax. This **Service Plan** does not cover repair or replacement of the **Product(s)** for any of the causes or provide coverage for any losses set forth in the **EXCLUSIONS** section.

### DEDUCTIBLE

There is no deductible under this **Service Plan** – If **You** have a claim under this **Service Plan** related to **Your Product(s)**, there's no additional cost to **You** for covered service beyond what **You** paid for this **Service Plan**.

### IF YOU NEED SERVICE

**To initiate a service request** – If **Your Product(s)** was purchased from a **Retailer**, **You** must contact the **Retailer** that sold **You** this **Service Plan**. If you are unable to get to the **Retailer** that sold you the **Product**, please contact the **Administrator**, or visit the nearest **Retailer** location. If **Your Product(s)** was purchased on-line contact the **Administrator**. For all service requests the **Administrator** must authorize all repairs or replacements in advance. Unauthorized repairs or replacements may invalidate this **Service Plan**. Service will be provided during normal business hours. **We** will try to complete service as quickly as possible; however, **We** are not responsible for delays caused by factors beyond **Our** control, including, but not limited to: manufacturer's parts delay, shipping to regional service facilities, or acts of God. **You** have the duty to protect **Your Product(s)** against any further damage and comply with the owner's manual instructions (if owner's manual is available).

**You** may be required to return **Your** defective **Product(s)**, along with all accessories and batteries as a condition for receiving a replacement product or reimbursement. If directed to mail in **Your Product(s)**, **You** are responsible for packing the **Product(s)** in the original or comparable packaging to prevent further damage during shipping.

### COVERAGE PLANS

**Below are the coverage plan details. Please refer to Your sales receipt or ordering document to determine the coverage plan(s) You purchased that applies to You and Your Product(s).**

- 1) **Replacement Plan:** If **You** purchased a Replacement Plan and have a structural failure, mechanical or electrical breakdown, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or if a similar product(s) is not available, **We** will reimburse **You** via a gift card or cash settlement, up to the original purchase **Price** of **Your Product(s)**, excluding sales tax. Coverage begins on date of purchase listed on **Your** sales receipt or ordering document. Only qualifying items with a selling price under [five hundred dollars (\$500)] are eligible for coverage under the Replacement Plan.

- 2) **Repair Plan:** If **You** purchased a Repair Plan and have a structural failure, mechanical or electrical breakdown, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, excluding sales tax, not to exceed the Limit of Liability shown below. If **Your Product(s)** are covered by a lifetime manufacturer's warranty or are installed parts that carry a parts only warranty, **We** will cover the labor to repair **Your Product(s)** that would not otherwise be covered by the manufacturer. The total amount **We** will pay under this **Service Plan** shall in no event exceed the original purchase **Price** of **Your Product(s)**, excluding sales tax, subject to the Limit of Liability provision below. Coverage begins upon expiration of the shortest duration of the original manufacturer warranty.
- 3) **Apparel Replacement Plan:** If **You** purchased an Apparel Replacement Plan and have a structural failure of workmanship that is covered by the manufacturer, but fails after the manufacturer warranty has expired, **We** will replace **Your Product(s)** with a new product(s) of equal or similar features and functionality but not necessarily the same brand, or if a similar product(s) is not available, **We** will reimburse **You** via a gift card or cash settlement, up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, subject to the Limit of Liability provision below. Coverage begins on date of purchase listed on **Your** sales receipt or ordering document.
- 4) **Eyewear Replacement Plan:** If **You** purchased an Eyewear Replacement Plan and have a structural failure that is covered by the manufacturer, but fails after the manufacturer warranty has expired or experience damage or breakage resulting from accidental damage from handling such as from dropping or lens scratches/breakage, **We** will replace **Your Product(s)** with a new product(s) of equal or similar features and functionality not necessarily the same brand, or if a similar product(s) is not available, **We** will reimburse **You** via a gift card or cash settlement, up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, subject to the Limit of Liability provision below. Coverage begins on date of purchase listed on **Your** sales receipt or ordering document.
- 5) **Fishing Rod Replacement Plan:** If **You** purchased a Fishing Rod Replacement Plan and have a structural failure or experience damage or breakage due to accidental damage to the rod from handling such as snagging a rod tip resulting in the eye loop coming off, **We** will replace **Your Product(s)** with a new product(s) of equal or similar features and functionality not necessarily the same brand, or if a similar product(s) is not available, **We** will reimburse **You** via a gift card or cash settlement, up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, subject to the Limit of Liability provision below. Coverage begins on date of purchase listed on **Your** sales receipt or ordering document.
- 6) **Bicycle Plan with Maintenance:** If **You** purchased a Bicycle Plan with Maintenance and have a mechanical or electrical breakdown, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or **We** may elect to reimburse **You** up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, and less claims paid, subject to the Limit of Liability provision below. **You** are eligible to receive one (1) annual manufacturer scheduled maintenance benefit, up to [fifty dollars (\$50.00)], on **Your** qualifying **Product(s)** during the manufacturer's warranty period, as well as two (2) annual manufacturer suggested scheduled maintenance benefits, up to [fifty dollars (\$50.00)] after the manufacturer's warranty period has expired. The maximum number of maintenance benefits allowed under this **Service Plan** is three (3), up to [fifty dollars (\$50.00)] each. Coverage begins upon expiration of the shortest duration of the coverage(s) provided under original manufacturer warranty. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Bicycle Plan with Maintenance.
- 7) **Archery Plan with Maintenance:** If **You** purchased an Archery Plan with Maintenance and have a mechanical or structural failure, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or **We** may elect to reimburse **You** up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, and less claims paid, subject to the Limit of Liability provision below. **You** are eligible to receive one (1) annual manufacturer scheduled maintenance benefit, up to [thirty

dollars (\$30.00)], on **Your** qualifying **Product(s)** during the manufacturer's warranty period, as well as two (2) annual manufacturer suggested scheduled maintenance benefits, up to [thirty dollars (\$30.00)] after the manufacturer's warranty period has expired. The maximum number of maintenance benefits allowed under this **Service Plan** is three (3), up to [thirty dollars (\$30.00)] each. Coverage begins upon expiration of the shortest duration of the coverage(s) provided under the original manufacturer warranty. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Archery Plan with Maintenance.

- 8) **Portable Generator Plan:** If **You** purchased a Portable Generator Plan, and have a mechanical or electrical breakdown, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or **We** may elect to reimburse **You** up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, and less claims paid, subject to the Limit of Liability provision below. Coverage begins upon expiration of the shortest duration of the original manufacturer warranty. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Portable Generator Plan.
- 9) **Portable Generator Plan with Maintenance:** If **You** purchased a Portable Generator Plan with Maintenance and have a mechanical or electrical breakdown, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished product(s) of equal or similar features and functionality but not necessarily the same brand, or **We** may elect to reimburse **You** up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, and less claims paid, subject to the Limit of Liability provision below. **You** are eligible to receive one (1) annual manufacturer scheduled maintenance benefit, up to [thirty dollars (\$30.00)], on **Your** qualifying **Product(s)** during the manufacturer's warranty period, as well as one (1) annual manufacturer suggested scheduled maintenance benefit, up to [thirty dollars (\$30.00)] after the manufacturer's warranty period has expired. The maximum number of maintenance benefits allowed under this **Service Plan** is five (5), up to [thirty dollars (\$30.00)] each, depending on the coverage period term selected for the **Service Plan**. Coverage begins upon expiration of the shortest duration of the original manufacturer warranty. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Portable Generator Plan with Maintenance.
- 10) **Satellite System Plan:** If **You** purchased a Satellite System Plan and have a mechanical or electrical breakdown, **We** will repair **Your Product(s)**. If the **Product(s)** cannot be repaired or is not cost effective to repair as determined by **Us**, at **Our** sole discretion, **We** will replace **Your Product(s)** with a new, rebuilt, or refurbished **Product(s)** of equal or similar features and functionality not necessarily the same brand, or **We** may elect to reimburse **You** up to the original purchase **Price** of **Your Product(s)**, excluding sales taxes and less claims paid, subject to the Limit of Liability provision below. Coverage begins upon expiration of the shortest duration of the original manufacturer warranty. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Satellite System Plan.
- 11) **Awning Repair Plan:** If **You** purchased an Awning Repair Plan, **We** will furnish labor and/or parts required to repair **Your** awning, including accidental rips or tears to the fabric of **Your Product(s)**. In lieu of a repair, **We** may elect to reimburse **You** up to the original purchase price of **Your Product(s)** excluding sales taxes and less claims paid, subject to the Limit of Liability provision below. The Awning Repair Plan coverage begins on date of purchase listed on **Your** sales receipt or ordering document. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the Awning Repair Plan.
- 12) **RV/Boat/Personal Watercraft Cover Plan:** If **You** purchased a RV/Boat/Personal Watercraft Cover Plan and have a failure of workmanship that is covered by the manufacturer, but fails after the manufacturer warranty has expired, or for reasons not covered by the manufacturer except for abuse, misuse and mishandling, including accidental rips or tears to the fabric, **We** will furnish labor and/or parts required to repair or replace the cover of **Your Product(s)**. In lieu of a repair or replacement, **We** may elect to reimburse **You** via a gift card or cash settlement, up to the original purchase **Price** of **Your Product(s)**, excluding sales tax, and less claims paid, subject to the Limit of Liability provision below. If **Your** claim for the damaged **Product(s)** is covered under an insurance policy, **We** will reimburse the lesser of: (i) the

deductible amount **You** owe under **Your** insurance policy; or (ii) the Limit of Liability under this **Service Plan**. RV/Boat/Personal Watercraft Cover Plan coverage begins on date of purchase. Only qualifying items, as determined by the **Retailer**, are eligible for coverage under the RV/Boat/Personal Watercraft Cover Plan.

#### LIMIT OF LIABILITY

THE TOTAL LIABILITY UNDER THIS SERVICE PLAN WILL NOT EXCEED THE ORIGINAL PURCHASE PRICE LESS ANY TAXES FOR THE COVERED PRODUCT UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL THE AGGREGATE LIMIT OF ALL PRODUCT REPAIR OR REPLACEMENT CLAIMS AND ASSOCIATED COSTS EXCEED THE ORIGINAL PURCHASE PRICE PAID BY YOU FOR THE COVERED PRODUCT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, PROPERTY DAMAGE, LOSS OF DATA, OR LOSS OF TIME RESULTING FROM FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICE OR INABILITY TO PROVIDE SERVICE RELATING DIRECTLY OR INDIRECTLY TO THIS SERVICE PLAN. WE SHALL NOT BE LIABLE FOR ANY PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE PLAN. IF YOUR PRODUCT IS REPLACED, ALL OBLIGATIONS WILL BE SATISFIED, AND NO FURTHER CLAIMS WILL BE PAID UNDER THIS SERVICE PLAN FOR THE REPLACEMENT PRODUCT.

#### CANCELLATION

**You** may cancel **Your Service Plan** anytime by contacting **Your Retailer** or the **Administrator**, using the address/phone number provided in the **DEFINITIONS** section. If **You** cancel **Your Service Plan** within the first ninety (90) days and no claim has been filed, **You** will be refunded the entire **Service Plan** purchase **Price** (not including taxes or other fees). If **You** cancel **Your Service Plan** after ninety (90) days, or within the first ninety (90) days and a claim has been filed, **You** will receive a pro rata refund of the **Service Plan** purchase **Price** less the actual cost of any claim paid. The effective date of cancellation is the date **We** receive **Your** request for cancellation of **Your Service Plan**.

If **We** cancel this **Service Plan**, **You** will receive a pro rata refund of the **Service Plan** purchase **Price** less the actual cost of any claim received under the **Service Plan**. **You** will be provided with a written notice at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date of cancellation and the reason for cancellation. **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of fraud by **You**, nonpayment, material misrepresentation by **You**, or a substantial breach of duties by **You**.

#### TRANSFERABILITY

This **Service Plan** may be transferred to a subsequent owner within the United States of America by contacting the **Administrator** and requesting a transfer application. To transfer ownership of **Your Product(s)**, **You** must provide the **Administrator**, at the address provided in the **DEFINITIONS** section, a completed transfer application signed by the buyer and seller along with the sales receipt or ordering document, within thirty (30) days of the transfer date.

#### RENEWAL

This **Service Plan** is nonrenewable.

#### OPTION TO PURCHASE NEW SERVICE PLAN

**You** may have the option to purchase a new **Service Plan** prior to the expiration of this **Service Plan**. The decision to purchase a new **Service Plan** is subject to the **Administrator's** sole discretion and approval including, but not limited to, the following terms and conditions:

- 1) **You** must send written notification of **Your** desire to purchase a new **Service Plan** to the **Administrator**, at the address listed in the **DEFINITIONS** section, at least thirty (30) days prior to the expiration date of **Your Service Plan** term shown on **Your** sales receipt or ordering document.

- 2) **You** must have maintained the **Product(s)** in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. **You** must have provided proper electrical requirements as specified by the manufacturer.
- 3) The **Product(s)** must be made available for inspection, if requested by **Us**.

The option to purchase a new **Service Plan** is not available if this **Service Plan** has been transferred to a subsequent owner.

#### SUBROGATION

If **You** have a right to recover against another party for anything **We** have paid under this **Service Plan**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

#### NO LEMON POLICY

After three (3) of the same major **Product(s)** failures have occurred on three (3) separate occasions within a twelve (12) month period on an individual **Product(s)** as determined by **Us**, should that **Product(s)** require a fourth (4<sup>th</sup>) repair, **We** will replace it with a new, rebuilt or refurbished product(s) of equal or similar features and functionality, but not necessarily the same brand, not to exceed the Limit of Liability, excluding shipping, handling and taxes. Failures occurring during the factory warranty or failures under and covered by the servicer warranty period are not included in the occurrence calculation. If the **Product(s)** is replaced by **Us**, this **Service Plan** is considered fulfilled and no further obligation will be provided under this **Service Plan**.

#### CONSUMER RESPONSIBILITY

If **Your Product(s)** is exchanged by the manufacturer or **Retailer**, **You** must notify the **Administrator** in writing or by phone and give the date of exchange, the make and model, of the replacement **Product(s)** within ten (10) days of the exchange. In the event of an exchange, the coverage period applicable to the replacement **Product(s)** shall not exceed the expiration date of the original **Service Plan**.

#### CONSUMER'S PROMISES AND ASSURANCES

During the term of this **Service Plan**, **You** must maintain the **Product(s)** in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. **You** must provide proper electrical requirements as specified by the manufacturer. In addition, **You** promise and assure: (1) full cooperation with the manufacturer, **Administrator**, technicians and authorized servicers during diagnosis and repair of the **Product(s)**; and (2) that **You** will provide written notice of any defect or deficiency in service within ninety (90) days of discovery.

#### EXCLUSIONS

This **Service Plan** does not cover any of the following:

- (1) ANY PRODUCT PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA;
- (2) ANY LABOR CHARGES TO REMOVE OR REPLACE, DE-INSTALL OR REINSTALL, ANY ITEM THAT IS COVERED UNDER THIS SERVICE PLAN FROM ANY VEHICLE OR CONVEYANCE, WHETHER OR NOT ITEM WAS ORIGINALLY INSTALLED BY AN AUTHORIZED RETAILER OR OTHER PARTY (THIS EXCLUSION APPLIES TO THE IN-STORE REPLACEMENT PLAN ONLY);
- (3) PRODUCT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS";
- (4) FACTORY REFURBISHED PRODUCTS WITH LESS THAN A NINETY (90) DAY MANUFACTURER'S WARRANTY ON PARTS OR LABOR OR PRODUCTS THAT ARE NOT FACTORY REFURBISHED;
- (5) REPAIRS CAUSED BY ACTS OF GOD, POWER SURGES (FOR SURGE PROTECTORS, OVER THE RATED COVERAGE), ACCIDENT (EXCLUDING EYEWEAR REPLACEMENT PLAN, FISHING ROD REPLACEMENT PLAN, AWNING PLAN, AND RV/BOAT/PERSONAL WATERCRAFT COVER PLAN) OR INTENTIONAL DAMAGE, LACK OF MANUFACTURER'S SPECIFIED MAINTENANCE, IMPROPER PRODUCT

MODIFICATIONS; MILDEW, RUST, CORROSION, MOISTURE, SPILLED LIQUIDS, LIQUID IMMERSION, INSECT INFESTATION/VERMIN, DEFECTIVE OR WORN OUT BATTERIES, BATTERY LEAKAGE, OPERATOR NEGLIGENCE, MISUSE, ABUSE; EXPOSURE TO WEATHER CONDITIONS (EXCLUDING THE AWNING PLAN OR RV/BOAT/PERSONAL WATERCRAFT COVER PLAN), EXTERNAL FACTORS AND ENVIRONMENTAL CONDITIONS SUCH AS SULPHUR, ETC., PRODUCT(S) WITH ALTERED OR MISSING SERIAL NUMBERS;

- (6) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;
- (7) REPLACEMENT COST FOR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS KNOBS, REMOTES, ALL BATTERIES, BAGS, BELTS, BULBS, ETC.) AS DETERMINED BY US;
- (8) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER INSTALLATION OR REPAIRS;
- (9) CUSTOM INSTALLATIONS IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS INACCESSIBLE TO THE SERVICE TECHNICIAN;
- (10) UNLESS EXPRESSLY PROVIDED IN YOUR COVERAGE PLAN, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DELAY IN RENDERING SERVICE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR AWAITING PARTS, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT;
- (11) "NO PROBLEM FOUND" DIAGNOSIS, NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO ITEMS NOT COVERED, NOISES, SQUEAKS OR INTERMITTENT ISSUES THAT ARE NOT PRODUCT(S) FAILURES;
- (12) ACCESSORIES AND/OR ADD-ON OPTIONS PURCHASED SEPARATELY AND NOT ESSENTIAL TO BASIC PRODUCT(S) FUNCTIONALITY, PRODUCT(S) NOT ASSOCIATED WITH THE PURCHASE OF THIS SERVICE PLAN, INCLUDING AFTERMARKET INSTALLATIONS/MODIFICATIONS;
- (13) ANY FEES RELATED TO THIRD PARTY CONTRACTS;
- (14) REPAIR OR REPLACEMENT AS A RESULT OF ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT(S); REPAIR OR REPLACEMENT DUE TO YOUR FAILURE TO FOLLOW THE MANUFACTURER'S SPECIFICATIONS, OWNER'S MANUAL AND THE MANUFACTURER'S INSTRUCTIONS AS DETERMINED BY US;
- (15) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN;
- (16) CLEANINGS AND ALIGNMENTS;
- (17) THEFT, VANDALISM, LOSS, OR PHYSICAL DAMAGE (OTHER THAN AS OUTLINED IN THE EYEWEAR REPLACEMENT PLAN, FISHING ROD REPLACEMENT PLAN, AWNING PLAN, AND RV/BOAT/PERSONAL WATERCRAFT COVER PLAN);
- (18) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT(S) FROM FURTHER DAMAGE AFTER LOSS;
- (19) UNAUTHORIZED TRANSPORTATION, SHIPPING CHARGES, OR REPAIRS;
- (20) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- (21) DAMAGE OR PRODUCT FAILURE COVERED BY A MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE);
- (22) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, OR USE OF THE PRODUCT(S);
- (23) COST OF PREVENTATIVE MAINTENANCE (UNLESS THE PORTABLE GENERATOR PLAN WITH MAINTENANCE, BICYCLE PLAN WITH MAINTENANCE OR ARCHERY PLAN WITH MAINTENANCE HAS BEEN SELECTED AND PAID BY YOU), OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;

- (24) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER QUALITY, TYPE, OR LEVELS OF LUBRICANTS OR COOLANTS; RESULTING FROM THE USE OF CONTAMINATED OR IMPROPER LUBRICANTS; RESULTING FROM STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING FROM FREEZING OR OVERHEATING;
- (25) EXPOSURE TO CHEMICALS, BLEACHES, CAUSTIC SUBSTANCES, OPEN FLAME, HIGH HEAT AND SHARP OBJECTS.
- (26) LACES AND NON-FUNCTIONAL OR AESTHETIC PARTS; INCLUDING BUT NOT LIMITED TO: FIT RELATED PROBLEMS, MISSING BUTTONS, CLASPS, BEADS AND ANY OTHER DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT.
- (27) PRODUCT(S) WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED;
- (28) PRODUCT(S) USED FOR COMMERCIAL, NON-PROFIT ORGANIZATION, OR GOVERNMENT PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL, OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT(S) FOR THESE PURPOSES WILL VOID THIS SERVICE PLAN);
- (29) FOR THE AWNING PLAN, DAMAGE TO AWNING OR PARTS OF AWNING DUE TO FAILURE TO CAREFULLY RETRACT AWNING WHILE DRIVING VEHICLE, DAMAGE TO FRAMING SYSTEM AND/OR COMPONENT PARTS AS A RESULT OF FAULTY INSTALLATION, REINSTALLATION OR SERVICE DAMAGE TO THE STRUCTURE TO WHICH THE AWNING IS INSTALLED OR ATTACHED, OR TO PROPERTY OR ITEMS LOCATED ABOVE, BELOW OR NEAR AWNING;
- (30) FOR THE RV/BOAT/PERSONAL WATERCRAFT COVER PLAN, DAMAGE TO RV'S, BOAT'S, PERSONAL WATERCRAFT'S COVERS OR PARTS OF COVERS UNDER THE RV/BOAT/PERSONAL WATERCRAFT COVER PLAN, DUE TO IMPROPER INSTALLATION, SHARP OR PROTRUDING OBJECTS AND FIXTURES OF THE RV, BOAT, PERSONAL WATERCRAFT DUE TO INSUFFICIENT PADDING OR LOWERING, IMPROPER TIGHTENING OF STRAPS, OVER TIGHTENING; FURNITURE FABRICS, ANY FURNITURE, AND ALL NON-STRUCTURAL DAMAGE TO COVERS, INCLUDING BUT NOT LIMITED TO FIRE DAMAGE, CORROSION, MOISTURE, CIGARETTE BURNS, STAINS, PET DAMAGE (BITES OR SCRATCHES), ODORS, SPLIT LEATHER, NON-OPERATING OR DECORATIVE PARTS SUCH AS HINGES, KNOBS, CLOCK MECHANISMS, DAMAGES RESULTING FROM DROPS, FALLS, COLLISION, SPILLS AND ANY OTHER TYPE OF ACCIDENTAL HANDLING; DAMAGE TO A COVERED COMPONENT CAUSED BY A NON-COVERED COMPONENT;
- (31) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN.

#### ARBITRATION

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). **We** will advance to you all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that **You** give up **Your** right to go to court on any claim covered by this provision. **You** also agree that any arbitration proceeding will only consider **Your** Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. Please refer to the State Specific Requirements section of this **Service Plan** for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.



**The following State Specific Requirements apply if Your Service Plan was purchased in one of the following states and supersede any other provision herein to the contrary:**

**AL, AR, CO, CT, DC, GA, IL, IN, KY, MA, ME, MN, MO, NC, NH, NJ, NV, NY, OK, OR, SC, UT, WY Residents only:** The obligations under this **Service Plan** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244].

**AZ, MT, VA, VT Residents only:** The obligations of the **Provider** under this **Service Plan** are insured under a service contract contractual liability policy issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244].

**AL, AR, CO, HI, MA, MN, MO, NJ, SC, WI, WY Residents only: FREE LOOK:** You may cancel this **Service Plan** within 20 calendar days of receipt if mailed, or within 10 days after the date of delivery of this **Service Plan** if given at the time of sale. Upon return of the **Service Plan** within the applicable time period, if no claim has been made under this **Service Plan**, the **Service Plan** is void and the **Administrator** shall refund You the full **Service Plan** purchase **Price**. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the **Service Plan**. The right to reject and return this **Service Plan** applies to the original purchaser of this **Service Plan** and is not transferable.

**GA, OR, UT, WI, WY Residents only:** The **ARBITRATION** provision is deleted in its entirety. It is not applicable to You.

**AL Residents only:** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. Prior notice of cancellation is not necessary if the reason for cancellation is nonpayment of the **Service Plan** purchase **Price** or material misrepresentation by You to Us relating to the covered **Product** or its use.

**AR Residents only:** The following is added to the **CANCELLATION** provision: Prior notice is not required if cancellation is due to nonpayment of premium, material misrepresentation or a substantial breach of duties by You. A pro rata refund is not applicable if cancelled for nonpayment of premium. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the **Administrator** for claims instructions during normal business hours immediately following the emergency repairs.

**AZ Residents only:** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this **Service Plan** due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, preexisting conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the **Product(s)** or misrepresentation, acts or omissions by Us or Our subcontractors or program ineligibility. **EXCLUSION (15)** is deleted and replaced with the following: **REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN, EXCEPT IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR OUR SUBCONTRACTORS;** The following is added to the **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This Arbitration provision 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 Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint

with the D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll free phone number 1-800-325-2548.

**CA Residents only:** Under **COVERAGE PLANS**, item 3. **Apparel Replacement Plan** is deleted and not applicable to **You**. The following is added to the **CANCELLATION** provision: **You** may cancel **Your Service Plan** anytime by contacting **Your Retailer** or the **Administrator**, using the address/phone number provided in the **DEFINITIONS** section. If **You** cancel **Your Service Plan** within the first ninety (90) days after receipt of this **Service Plan** and no claim has been filed, **You** will be refunded the entire **Service Plan** purchase **Price** (not including taxes or other fees). If **You** cancel **Your Service Plan** after ninety (90) days after receipt of this **Service Plan**, or within the first ninety (90) days after receipt of this **Service Plan** and a claim has been filed, **You** will receive a pro rata refund of the **Service Plan** purchase **Price** less the actual cost of any claim paid. The effective date of cancellation is the date **We** receive **Your** request for cancellation of **Your Service Plan**. **You** may cancel this **Service Plan** if **You** return the **Product(s)**, or the **Product(s)** is sold, lost, stolen, or destroyed. **Arbitration:** The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent **You** from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, **You** may contact them at (800)-952-5210, or **You** may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or **You** may visit their website at [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

**CO Residents only:** The following statement is added to the **Cancellation by Us** provision: Written notice is not required if the reason for cancellation is nonpayment of the **Service Plan** purchase **Price**, a material misrepresentation by **You**, or a substantial breach by **You** relating to the covered **Product** or its use.

**CT Residents only:** If the **Product** is in a repair facility at the time of **Service Plan** expiration, the date will automatically be extended until the repair is complete. The following is added to the **CANCELLATION** provision: **You** may cancel this **Service Plan** if **You** return the **Product(s)**, or the **Product(s)** is sold, lost, stolen, or destroyed. The following is added to the **ARBITRATION** provision: **RESOLUTION OF DISPUTES:** If **We** are unable to resolve any disputes with **You** regarding this warranty, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Plan** purchase **Price** of the **Product(s)** subject to the **Service Plan**, the cost of repair of the item, and a copy of the **Service Plan**.

**DC Residents only: FREE LOOK:** **You** may cancel this **Service Plan** within thirty (30) calendar days of receipt if mailed or the date of delivery of this **Service Plan** if given at the time of sale. Upon return of this **Service Plan** within the applicable time period, if no claims have been filed, this **Service Plan** is void and **You** will be refunded the entire **Service Plan** purchase **Price**. A ten percent (10%) penalty of the **Service Plan** purchase **Price** per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Service Plan**. The right to reject and return this **Service Plan** applies only to the original purchaser of this **Service Plan**. The **CANCELLATION** provision, 2<sup>nd</sup> paragraph, last sentence is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of nonpayment of the **Service Plan** purchase **Price**, material misrepresentation by **You**, or a substantial breach of duties by **You**.

**FL Residents only: REGULATION:** The rate charged for this **Service Plan** is not subject to regulation by the Florida Office of Insurance Regulation. The following is added to the **ARBITRATION** provision: 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 court of competent jurisdiction. The arbitration action will take place in the county where **You** reside.

**GA Residents only:** The **CANCELLATION** provision is deleted and replaced with the following: You may cancel **Your Service Plan** anytime by contacting **Your Retailer** or the **Administrator**, using the address/phone number provided in the **DEFINITIONS** section. If **You** cancel **Your Service Plan** within the first ninety (90) days and no claim has been filed, **You** will be refunded the entire **Service Plan** purchase **Price** (not including taxes or other fees). If **You** cancel **Your Service Plan** after ninety (90) days, or within the first ninety (90) days and a claim has been filed, **You** will receive a pro rata refund of the **Service Plan** purchase **Price**. The effective date of cancellation is the date **We** receive **Your** request for cancellation of **Your Service Plan**. If **We** cancel this **Service Plan**, **You** will receive a pro rata refund of the **Service Plan** purchase **Price**. No claim incurred or paid shall be deducted from any refund owed. **You** will be provided with a written notice at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date of cancellation and the reason for cancellation. If **We** fail to refund the unearned pro-rata **Service Plan** purchase **Price** by the cancellation effective date, **We** shall pay **You** a penalty equal to 25% of the unearned **Service Plan** purchase **Price** and interest equal to 18% per annum until such time that proper return is made, which penalty and interest shall not exceed 50% of the amount of the refund due. **We** reserve the right to cancel this **Service Plan** in the event of fraud by **You**, nonpayment, material misrepresentation by **You**. **EXCLUSION (15)** is deleted and replaced with the following: **REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN AND KNOWN BY YOU**. **EXCLUSION (32)** is hereby added: **WE SHALL NOT BE LIABLE FOR ANY PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE PLAN**. If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

**IL Residents only:** This **Service Plan** covers repair and/or replacement due to normal wear and tear.

**IN Residents only:** Proof of payment to the **Retailer** constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures the **Provider's** obligations.

**MA Residents only:** Purchase of this **Service Plan** is not required either to purchase or obtain financing for a covered product.

**MD Residents only:** This **Service Plan** is extended automatically if **We** fail to perform the services under this **Service Plan**. This **Service Plan** will not terminate until services are provided in accordance with the terms of this **Service Plan**. **FREE LOOK:** **You** may, cancel this **Service Plan** within 20 calendar days of receipt of the **Service Plan** if mailed, or within 20 days after the date of delivery of this **Service Plan** if given at time of sale. Upon return of this **Service Plan** within the applicable time period, if no claim has been made under this **Service Plan**, the **Service Plan** is void and the **Administrator** shall refund **You** the full **Service Plan** purchase **Price**. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this **Service Plan**. The right to void the **Service Plan** is not transferable and applies only to the original purchaser of this **Service Plan**.

**ME Residents only:** **You** may, within 20 calendar days of mailing of the **Service Plan**, or 10 days if delivered at time of sale, reject and return this **Service Plan**. Upon return of the **Service Plan** within the applicable time period, if no claims have been made, **You** will be refunded the full **Service Plan** purchase **Price** including any sales tax refund. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the **Service Plan**. This provision applies only to the original purchaser. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the **Administrator's** office is closed and prior authorization for the repair cannot be obtained, **You** should follow the claims procedures and contact the **Administrator** for claims instructions during normal business hours immediately following the emergency repairs. The **CANCELLATION** provision, 2<sup>nd</sup> paragraph, last sentence is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time in the event of fraud by **You**, nonpayment of the **Service Plan** purchase **Price**, material misrepresentation by **You**, or a substantial breach of duties by **You**.

**MI Residents only:** If the performance under this **Service Plan** is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the **Service Plan** shall be extended for the period of the strike or work stoppage.

**MN Residents only:** The following is added to the **ARBITRATION** provision: Any Arbitration shall take place in the state where **You** reside or at any other place agreed to in writing by **You** and the Provider.

**MO Residents only:** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. **EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the **Retailer** is closed and prior authorization for the repair cannot be obtained, the **Repair Facility** should follow the claims procedures below and contact the **Retailer** during normal business hours immediately following the emergency repair.

**NC Residents only:** This **Service Plan** shall be non-cancelable by the **Provider** or the **Administrator** except for nonpayment or direct violation of the agreement by **You**. Purchase of this **Service Plan** is not required either to purchase or obtain financing for the **Product(s)**.

**NH Residents only: NOTICE:** If **You** do not receive satisfaction under this **Service Plan**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416. The **CANCELLATION** provision is amended as follows: References to "less the actual cost of any claim paid" and "less the actual cost of any claim received under the Service Plan" are deleted from this section. Therefore, no claims paid or the actual cost of any claim received will be deducted from any pro rata refund. The following is added to the **ARBITRATION** provision: Arbitration shall be held at a location selected by **Us** within the state in which this **Service Plan** was purchased. Any arbitration proceeding is subject to RSA 542. **EXCLUSION (15)** is deleted and replaced with the following: REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN. ANY OR ALL LOSS OR DAMAGE THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE PLAN WILL NOT BE COVERED.

**NJ Residents only:** The **CANCELLATION** provision, 2<sup>nd</sup> paragraph, last sentence is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of nonpayment of the **Service Plan** purchase **Price**, material misrepresentation or omission by **You**, or a substantial breach of duties by **You** concerning the covered product or its use.

**NM Residents only: INSURANCE:** This **Service Plan** is insured by American Bankers Insurance Company of Florida. If the **Service Plan Provider** fails to pay **You** or otherwise provide **You** with the covered service within 60 days of **Your** submission of a valid claim, **You** may submit **Your** claim to American Bankers Insurance Company of Florida at [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674. The following is added to the **CANCELLATION** provision: No **Service Plan** that has been in effect for at least 70 days may be canceled by the **Administrator** or the **Provider** before the expiration of the agreed term or 1 year after the effective date of the **Service Plan**, whichever occurs first except on any of the following grounds: failure to pay the **Service Plan** purchase **Price**; conviction of **You** for a crime that results in an increase in the service required under this **Service Plan**; discovery of fraud or material misrepresentation by **You** in obtaining the **Service Plan** or in presenting a claim for service; discovery of an act or omission, or violation of any condition of the **Service Plan** which substantially and materially increases the service required under the **Service Plan**. **FREE LOOK:** **You** may, within 20 days of the date mailed or 10 days of delivery of the **Service Plan**, reject and return this **Service Plan**. Upon return of the **Service Plan** within the applicable time period, if no claim has been made, the **Service Plan** is void and **You** will be refunded the full **Service Plan** purchase **Price**. A 10% penalty of the **Service Plan** purchase **Price** will be added to the refund for each 30 day period or portion thereof that the refund, and any accrued penalties, is not paid or credited within 45 days after return of the **Service Plan**. This provision applies only to the original purchaser of this **Service Plan**. Purchase of this **Service Plan** is not required either to purchase or obtain financing for the **Product(s)**.

**NV Residents only:** If **You** are not satisfied with the manner in which **We** are handling the Claim on **Your Service Plan**, **You** may contact the Commissioner by calling the toll-free number, [(888) 872-3234]. This **Service Plan** covers repair and/or replacement due to normal wear and tear. This **Service Plan** shall not be voided by **Us** unless **You** have committed fraud or material misrepresentation in obtaining this **Service Plan** or in presenting a claim for service thereunder. The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. If this **Service Plan** is returned within the first 30 days of purchase and a refund is not credited within 45 days after the return, **We** shall pay a penalty of 10% of the **Service Plan** purchase **Price** for each 30 day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. This provision applies only to the original purchaser. **We** may not cancel this Service Plan once it has been in effect for at least seventy 70 days except for the following conditions: failure by **You** to pay the **Service Plan** purchase **Price**; conviction of **You** for a crime that results in an increase in the service required under this **Service Plan**; discovery of fraud or material misrepresentation by **You** in obtaining this **Service Plan** or in presenting a claim for service; discovery of an act or omission, or violation of any condition of this **Service Plan** which substantially and materially increases the service required under this **Service Plan**; a material change in the nature or extent of the required service or repair which occurs after the effective date of this **Service Plan** and which causes the required service or repair to materially increase. **Emergency Repairs (HVAC and Water Heaters):** If **You** have an emergency which involves the loss of heating or cooling to **Your** covered Product, and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty-four (24) hours after the report of **Your** claim and will be completed as soon as reasonably practicable thereafter. If **We** determine that the repairs cannot be practicably completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** at **Your** last known address and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than three (3) calendar days after the report of the claim.

**PRODUCT ELIGIBILITY** has been deleted and replaced with the following: **PRODUCT ELIGIBILITY**

**This Service Plan covers Product(s) purchased as new or factory-refurbished Product(s) manufactured for use in the United States of America. At time of purchase, the Product(s) must include a manufacturer's original or factory-refurbished warranty valid in the United States of America and provide a minimum coverage period of ninety (90) days parts or labor. If there is no labor coverage from the OEM, then Your coverage will begin on day 91. This Service Plan will only cover Product(s) used for non-commercial purposes.**

**NY Residents only: FREE LOOK:** **You** may, within 20 days of receipt of this **Service Plan** if mailed to, reject and return this **Service Plan** or within 10 days if delivered at time of sale. Upon return of this **Service Plan** within the applicable time period, if no claim has been made under this **Service Plan**, the **Service Plan** is void and the **Administrator** shall refund **You** the full **Service Plan** purchase **Price**. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after return of this **Service Plan**. The right to reject and return this **Service Plan** applies to the original purchaser of this **Service Plan**. The **CANCELLATION** provision, 2<sup>nd</sup> paragraph, last sentence is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of nonpayment of the **Service Plan** purchase **Price**, a material misrepresentation, or a substantial breach of duties by **You** concerning the covered product or its use.

**OH Residents only: The following is added to Your Service Plan:** The Obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], [(800) 852-2244]. If **We** fail to perform or make payment due under the terms of the **Service Plan** within 60 days after **You** request performance or payment, **You** may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the **Service Plan** in which **We** must refund **You** upon cancellation of the **Service Plan**.

**OK Residents only: REGULATION:** Coverage afforded under this **Service Plan** is not guaranteed by the Oklahoma Insurance Guaranty Association. Under **DEFINITIONS**, the following is added to **Provider/We/Us/Our**: Oklahoma license number for Assurant Service Protection, Inc. is 44199246. The **CANCELLATION** provision is deleted and replaced with the

following: In the event this **Service Plan** is cancelled by the **You** within the first ninety (90) days, and no claims have been made, the refund will be based upon 100% of the unearned pro rata premium. If **You** cancel **Your Service Plan** after ninety (90) days, or have made a claim within the first 30 days, the refund will be 100% of the unearned pro rata premium, less (a) 10% of the unearned pro rata premium or \$25, whichever is less and (b) the actual cost of any service provided under this **Service Plan**. No cancellation fee applies to this **Service Plan**. The effective date of cancellation is the date **We** receive **Your** request for cancellation of **Your Service Plan**. In the event this **Service Plan** is cancelled by the **Us**, the refund will be based upon 100% of unearned pro rata premium, less the actual cost of any service provided under this **Service Plan**. **You** will be provided with a written notice at least 30 days prior to cancellation at **Your** last known address, with the effective date of cancellation and the reason for cancellation. **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of fraud by **You**, material misrepresentation by **You**, nonpayment, or a substantial breach of duties by **You**, except as otherwise required by law. The **ARBITRATION** provision is deleted and replaced with the following:

**NON-BINDING ARBITRATION:** Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Contract shall be subject to mandatory, non-binding arbitration. To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that **You** give up **Your** right to go to court on any claim covered by this provision. **You** also agree that any arbitration proceeding will only consider **Your** claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. Please refer to the State Specific Requirements section of this **Service Plan** for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**OR Residents only: EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the **Retailer** is closed and prior authorization for the repair cannot be obtained, the **Repair Facility** should follow the claims procedures below and contact the **Retailer** during normal business hours immediately following the emergency repair.

**SC Residents only:** All references to a cash settlement do not apply to **You**. **NOTICE:** In the event of a dispute with the Provider, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1202 Main Street, Suite 1000, Columbia, SC 29201, or 1-800-768-3467. **EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the **Retailer** is closed and prior authorization for the repair cannot be obtained, the **Repair Facility** should follow the claims procedures below and contact the **Retailer** during normal business hours immediately following the emergency repair.

**TX Residents only: INSURANCE:** The Obligations under this **Service Plan** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is not provided to **You** by the **Provider** before the 61<sup>st</sup> day after the proof of loss has been filed, or if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which this **Service Plan** is canceled, **You** may apply directly to American Bankers Insurance Company of Florida. **NOTICE:** If **You** have complaints or questions regarding this **Service Plan**, **You** may contact the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, TX 78711], [(512) 463-6599 or 1-800-803-9202] (within Texas only). Purchase of this **Service Plan** is not required either to purchase or obtain

financing for the **Product(s)**. The **Administrator's** registration number for United Service Protection Corporation is 106. The following is added to the **Cancellation** provision: **We** reserve the right to cancel this **Service Plan** at any time and without prior written notice in the event of non-payment of the **Service Plan Price**; fraud or a material misrepresentation by **You** to **Us** or the **Service Plan Administrator**; or a substantial breach of duty by **You** relating to the covered **Product** or its use. **We** will pay a penalty of 10% per month on any refund that is not paid or credited within 45 days after return of the **Service Plan** to **Us**. The right to cancel the **Service Plan** applies to the original purchaser and is not transferrable.

**UT Residents only: REGULATION:** Coverage afforded under this **Service Plan** is not guaranteed by the Property and Casualty Guaranty Association. This **Service Plan** is subject to limited regulation by the Utah Insurance Department. **NOTICE:** To file a complaint, contact the Utah Insurance Department. **EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the **Retailer** is closed and prior authorization for the repair cannot be obtained, the **Repair Facility** should follow the claims procedures below and contact the **Retailer** during normal business hours immediately following the emergency repair. Under the **CANCELLATION** provision, paragraph 2 is deleted and replaced with the following: **We** may cancel this **Service Plan** in the event of nonpayment, material misrepresentation or a substantial breach of contractual duties by **You**. If **We** cancel this **Service Plan**, **You** will receive a pro rata refund of the **Service Plan** purchase **Price** less the actual cost of any claim received under the **Service Plan**. **You** will be provided with a written notice at least 30 days prior to cancellation (at least 10 days for nonpayment of the **Service Plan** purchase **Price**) at **Your** last known address, with the effective date of cancellation and the reason for cancellation.

**VA Residents only:** If any promise made in the **Service Plan** has been denied or has not been honored within 60 days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WA Residents only:** The following is added to **Your Service Plan:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim after proof of loss has been filed with **Us**, the written claim can be submitted directly to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. **FREE LOOK:** **You** may, within 20 calendar days of receipt of this **Service Plan** if mailed to reject and return the **Service Plan** or within 10 days of delivery at the time of sale. Upon return of the **Service Plan** within the applicable time period, if no claim has been made under the **Service Plan**, the **Service Plan** is void and the **Provider** shall refund **You** the full **Service Plan** purchase **Price**. A 10% penalty of the **Service Plan** purchase **Price** per month shall be added to a refund that is not paid or credited within 30 days after return of the **Service Plan**. The right to reject and return this **Service Plan** is nontransferable and applies to the original purchaser of this **Service Plan**. **EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the **Retailer** is closed and prior authorization for the repair cannot be obtained, the **Repair Facility** should follow the claims procedures below and contact the **Retailer** during normal business hours immediately following the emergency repair. The following is added to the **ARBITRATION** provision of **Your Service Plan:** Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this **Service Plan**. All arbitrations will be held in the county in which **You** maintain **Your** permanent residence. The **CANCELLATION** provision, 2<sup>nd</sup> paragraph, last sentence is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time in the event of fraud by **You**, nonpayment of the **Service Plan** purchase **Price**, material misrepresentation by **You**, or a substantial breach of duties by **You**.

**WI Residents only: REGULATION: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. DISCLAIMER:** This **Service Plan** is not a contract of Insurance. This is a **Service Plan** as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. **We** will not deny a claim solely because **You** did not obtain prior authorization. The following is added to **IF YOU NEED SERVICE** provision: Proof of loss must be provided as soon as reasonably possible and within 1 year after the time required by the **Service Plan**. Failure by **You** to furnish proof of loss within the time required by the **Service Plan** does not invalidate or reduce a claim, unless **We** are prejudiced thereby and it was reasonably possible to meet the time limit. The following is added to the

**SUBROGATION** provision: **You** will be made whole before the **Administrator** retains any amounts it may recover from subrogation. **INSURANCE:** The obligations under this **Service Plan** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim within 60 days after proof of loss has been filed with **Us** or if **We** become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. Under the **CANCELLATION** provision, paragraph 2 is deleted and replaced with the following: **We** reserve the right to cancel this **Service Plan** at any time in the event of nonpayment, material misrepresentation by **You**, or a substantial breach of duties by **You**. If **We** cancel this **Service Plan**, **You** will receive a pro rata refund of the **Service Plan** purchase **Price** less the actual cost of any claim received under the **Service Plan**. **You** will be provided with a written notice at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date of cancellation and the reason for cancellation. In the event of a total loss of property covered by this **Service Plan** that is not covered by a replacement of the property pursuant to the terms of the **Service Plan**, **You** shall be entitled to cancel the **Service Plan** and receive a refund of the pro rata purchase **Price**, less any claims paid.

**WY Residents only:** The provisions provide for the repair or replacement (as applicable) of certain covered **Products** resulting from normal wear and tear including accidental damage.