

**EXTENDED SERVICE PLAN
Terms and Conditions**

The Service Plan includes the Terms and Conditions, Special State Disclosures and Proof of Purchase.

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.

1. DEFINITIONS:

Administrator means the party responsible for administering this Service Plan. Federal Warranty Service Corporation is the Administrator in all states except in Florida where the Administrator is United Service Protection Inc. and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number of each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-273-1738. The service performed under this Service Plan is provided through the Administrator or a servicer approved by the Administrator.

Cosmetic Damage means any damage that does not impact the Product’s functionality including gouges, scratches, kinks, or any other cause as determined by Us.

Covered Service (applicable only to Standard and Enhanced Watch Coverage) means repair or replacement of the Product due to the mechanical or structural failure of the Product caused by defects in workmanship and/or materials, or as a result of normal wear and tear except as excluded herein.

Fit and Finish (applicable only to Jewelry coverage) means the repair or replacement of the Product to the design and intent of the manufacturer as a result of normal wear and tear except as excluded herein.

Product means the new, used or refurbished item(s) sold as a single unit (not included in a bulk sale), in good working order, shown on Your Proof of Purchase and covered under this Service Plan.

Proof of Purchase means Your receipt, order confirmation number, or email confirmation that specifies Your Service Plan term, Product and coverage.

Provider/We/Us/Our means the party that is contractually obligated to You under the terms of this Service Plan. The Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc. and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Service Plan Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-273-1738.

Purchase Price means the price You paid for this Service Plan as listed on the Proof of Purchase.

Retail Cost means the price You paid, pre-tax and less shipping, for the Product covered under this Service Plan.

Service Plan means these terms and conditions and Your Proof of Purchase.

You/Your means the owner of the Product covered under this Service Plan.

- 2. COVERAGE TERM: Depending on Your Product, Your coverage may begin on the 31st day after the purchase of Your Product or it may begin after the manufacturer’s warranty expires.** Your actual coverage will begin and end as indicated on Your Proof of Purchase.

IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, YOU CAN FILE A CLAIM DIRECTLY WITH US AT ANY TIME BEGINNING 31 DAYS FROM THE DATE OF PURCHASE OF YOUR PRODUCT. Additional services provided under this Service Plan during the manufacturer’s warranty include:

- Managing the technical assessment of Your defective Product
- Management of the gift card issuance process, as applicable, including arranging for authorization, activation and delivery of gift cards in replacement of defective Products under the Service Plan
- Coordination and facilitation of the benefit claims process

3. **WHAT IS COVERED:** Your actual coverage is listed on Your Proof of Purchase. Service includes functional parts and repairs necessary to restore Your Product to normal operating condition. For all coverages, except the Optional Accidental Damage Coverage, Your Service Plan must have been purchased within 30 days from the date You purchased Your Product.
4. **REPLACEMENT OPTION:** If Your Product cannot be repaired or parts are no longer available, We will either replace Your Product with a new or refurbished product or We will provide You with a gift card, credit or an amount equal to the Retail Cost, in the Administrator's sole discretion, not to exceed the **LIMIT OF LIABILITY**. Replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law. You may be required to return Your defective Product along with all accessories and batteries as a condition for receiving a replacement product or reimbursement. Unless You qualify for the Advanced Exchange Service Option described below, return of Your Product will be at Your own expense. If directed to mail in Your Product, You are responsible for packing the Product in the original or comparable packaging to prevent further damage during shipping. Replacement will be with a product of comparable type, quality and functionality and will be shipped to You, postage pre-paid by the Administrator.
5. **NO-LEMON POLICY:** During the Service Plan coverage term and upon the fourth failure of Your Product for the same problem, as determined by Us, We will either replace Your Product with a new or refurbished product or a gift card, credit or provide You with an amount equal to the Retail Cost paid by You for Your Product as stated in the **REPLACEMENT OPTION** above. Replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law.
6. **OPTIONAL ACCIDENTAL DAMAGE COVERAGE:** If You purchased accidental damage coverage on select eligible items as stated on Your Proof of Purchase, this Service Plan will cover Your Product for accidental damage as a result of handling, drops and externally spilled liquid. Your Service Plan must be purchased within 30 days of Your Product's date of purchase. This coverage is not available on all items.
7. **LIMIT OF LIABILITY:** The total amount that We will pay for repairs, replacement or reimbursement under this Service Plan will not exceed the Retail Cost paid by You for Your Product. If We make payments for repairs, replacement or reimbursement, which in the aggregate, are equal to Your Retail Cost, We will have no further obligations under this Service Plan. **IN NO EVENT WILL WE BE LIABLE UNDER THIS SERVICE PLAN FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.**
8. **AUTOMOTIVE PARTS, TOOLS, AND ACCESSORIES:** This Service Plan provides one-time replacement coverage for Products with a Retail Cost of \$500 or less that fail due to defects as determined by Us. Products include, but are not limited to, auto parts, hand and power tools, GPS, audio systems, auto accessories, etc. Products with a Retail Cost over \$500 may be subject to an on-site inspection by Us.
9. **FOR COMPUTER PRODUCTS ONLY:** We will provide technical assistance and troubleshooting for the operation of Your Product. Call the Administrator's toll free number listed under the **If You Need Service** provision for technical assistance. Software technical support is limited to the proper operation of the approved operating systems. Software does not include tutorial assistance. This Service Plan does not cover customer-installed software. Laptop screen protection will cover labor and replacement parts if Your laptop screen becomes inoperable.
10. **FOR PLASMA DISPLAY/TELEVISION PRODUCTS ONLY:** All plasma televisions may have a given number of defective pixels which may be a normally occurring condition with plasma display technology. Pixel defects such as lit or unlit pixels will be subject to the manufacturer's guidelines for allowable pixel defects as verified by Our authorized repair center in order to qualify as a covered failure.
11. **JEWELRY PRODUCTS ONLY: Fit and Finish Coverage** includes pearl restringing, clasp and chain, earring backs, kinks and knots, gouges and scratches, soldering, re-tipping of prongs, repairing prongs and mountings, rhodium plating, and resetting stones, not to exceed the Limit of Liability.
12. **WATCHES ONLY: Standard Watch Covered Service** (for watches under \$500 Retail Cost) includes the movement and damage from water on those items rated as waterproof, not to exceed the Limit of Liability.
Enhanced Watch Covered Service (for watches over \$500 Retail Cost) includes everything listed in Standard Watch Coverage as well as broken stems, crystals, crowns, straps, bracelets, bezels, and Cosmetic Damage, not to exceed the Limit of Liability.

- 13. POWER SURGE PROTECTION FOR MAJOR APPLIANCES, CONSUMER ELECTRONICS, AND PERSONAL COMPUTER PRODUCTS ONLY:** Coverage for operational failure of Your Product caused by a power surge, as determined by Us, if a properly installed and functioning Underwriter's Laboratory approved surge protector is in use. You may be required to send Your surge protector to the Administrator for examination.
- 14. FOOD SPOILAGE COVERAGE FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY:** Food loss as a result of a sealed system failure is covered to a maximum of \$100 over the term of the Service Plan. Food loss that results from a loss or interruption of power is not covered. An itemized list of spoiled food will be required.
- 15. SPORTING GOODS ONLY:** Coverage for sporting goods such as Bicycles including chains, derailleurs, and controls; Treadmills including belts, motors, and displays; Fishing Reels; Golf Bags; etc.
- 16. TOYS AND ASSOCIATED CHILDREN'S PRODUCTS ONLY:** Coverage for toys includes switches, wheels, and axles. Strollers and car seats are not repairable and will be replaced. You may be required to provide digital photos of failures.
- 17. FURNITURE PRODUCTS ONLY:** Coverage for furniture includes items such as wheels, seat backs, arms, hinges, recline mechanisms, etc.
- 18. CONSUMER'S PROMISES AND ASSURANCES:** In order to keep this Service Plan in force during its term, You must maintain the Product in accordance with the service requirements from the manufacturer's specifications, including manufacturer's scheduled cleaning and maintenance. You must provide proper electrical requirements specified by the manufacturer. In addition, You promise and assure: (1) full cooperation with the Administrator, technicians and authorized servicers during diagnosis and repair of the Product; and (2) that You will provide written notice of any defect or deficiency in service within 90 days of discovery.
- 19. IF YOU NEED SERVICE:** To locate or arrange for service go to marketplace.assurantprotectionplans.com or call the Administrator at 1-877-273-1738. The Administrator is available 24 hours a day, 7 days a week, 365 days per year. The Administrator will select an authorized repair center which will contact You to arrange for Your service. You should contact the Administrator directly if the completion of Your repair is not satisfactory.
- 20. TYPES OF SERVICE AND SERVICE LOCATION:** This Service Plan is available on new, used, and refurbished Products and only to residents of the United States, including Alaska and Hawaii.
- In-Home/On-Site Service Option** - If the Administrator determines that Your Product requires in-home/on-site service, repairs will normally be performed at Your residence. To receive in-home/on-site service, an adult (of legal age) must be present at the location where on-site service will be performed and the Product must be easily accessible to the technician ("easily" meaning not having to remove or replace any structure, trim, mount, door, flooring, adjoining appliance, permanently affixed plumbing or piping, or external control system and removal of the Product for servicing must not require more than one person for safe removal, or the use of special equipment or tools such as, but not limited to, ladders, lift trucks, or scaffolding). Periodically, Your Product may need to be removed from the home and repaired elsewhere but if required, pick-up and return expenses will be covered by this Service Plan; provided, however, that Product de-installation and re-installation costs are not covered by this Service Plan. If You live beyond a 35 mile radius of an authorized service center, You may be required to ship the Product to the designated servicer and shipping charges will be covered by this Service Plan. In-home/on-site service is not available for certain Products, such as, but not limited to, jewelry Products, watches, fax machines, certain small TVs, portable electronics, external computer drive devices, and other items as determined by Us.
- Depot Service Option** - We will either provide a mailing label or box with a mailing label to You to return Your defective Product for repair. Repaired Products will be mailed back to You. The depot service option is the only service option for all-in-one desktops, laptops, tablets, digital cameras, cell phones, and jewelry.
- Carry In Service Option** - If the Administrator determines that Your Product requires carry-in service or diagnosis, repairs or diagnosis will be performed at an authorized repair center. You will be responsible for the delivery of Your Product to the repair center for performance of the repairs or diagnosis and for pickup of the Product following completion of the service work. If shipping is required, charges will be covered by this Service Plan. The carry-in service option is the only option for Automotive Parts, Tools, and Accessories with a Retail Cost over \$500, smaller televisions and some audio/video equipment.
- Advanced Exchange Service Option** - If We determine Your Product is eligible for the Advanced Exchange Service Option, at Our sole discretion, We will provide You with a new or refurbished product of like kind and quality upon determining a covered failure on Your original Product. Upon dispatch of service, We may collect an unrecovered equipment fee of up to \$550 and ask You to send Us Your originally covered Product. A box will be shipped to You with

a pre-paid postage label to deliver Your original Product back to Us. Upon receipt of Your originally covered Product, We will refund the unrecovered equipment fee to You in full. If You do not return Your originally covered Product within 10 days after receipt of Your replacement product, the unrecovered equipment fee will not be refunded to You.

21. AVAILABILITY OF SERVICE: Service will normally be available and rendered during the regular working hours and work week of Product repair centers in Your area.

22. YOUR SERVICE PLAN DOES NOT COVER THE FOLLOWING ITEMS AND SERVICES:

- A. ANY EQUIPMENT LOCATED OUTSIDE OF THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA AND HAWAII;**
- B. EQUIPMENT SOLD “AS IS”;**
- C. EQUIPMENT OR ITEMS NOT INTENDED TO BE SOLD IN THE UNITED STATES AND “GREY MARKET GOODS”;**
- D. AN ITEM OR GROUP OF ITEMS PURCHASED AS A LOT OR GROUP OF PRODUCTS UNDER ONE EBAY LISTING;**
- E. REFURBISHED PRODUCT(S) THAT ARE NOT FACTORY REFURBISHED; PRE-EXISTING CONDITIONS OR FAILURES;**
- F. ACCIDENTAL DAMAGE OR ANY FAILURES CAUSED BY ACCIDENT (UNLESS OPTIONAL ACCIDENTAL DAMAGE COVERAGE IS PURCHASED) OR INTENTIONAL DAMAGE, LACK OF MANUFACTURER’S SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, MILDEW, RUST, CORROSION, MOISTURE, SPILLED LIQUIDS, LIQUID IMMERSION, INSECT INFESTATION, ALL BATTERIES INCLUDING FACTORY INSTALLED RECHARGABLE BATTERIES, BATTERY LEAKAGE, OPERATOR NEGLIGENCE, MISUSE OR ABUSE (AS DETERMINED BY US), IMPROPER ELECTRICAL/POWER SUPPLY, EXPOSURE TO WEATHER CONDITIONS, PRODUCT(S) WITH ALTERED OR MISSING SERIAL NUMBERS;**
- G. UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;**
- H. REPLACEMENT COSTS FOR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS KNOBS, REMOTES, BAGS, BELTS, BULBS, BATTERIES, TENSIONER SHOES, HOSES, ETC.) AS DETERMINED BY US;**
- I. COSMETIC DAMAGE SUCH AS BUT NOT LIMITED TO NICKS, SCRATCHES, GOUGES, STAINS, OR MARKS AS DETERMINED BY US;**
- J. PROBLEMS DUE TO IMPROPER INSTALLATION OR REPAIRS;**
- K. CUSTOM INSTALLATIONS IN CABINETRY AND OTHER TYPES OF BUILT-IN APPLICATIONS INACCESSIBLE TO THE SERVICE TECHNICIAN;**
- L. LABOR TIME TO REMOVE AND REPLACE AUTOMOTIVE, MOTORCYCLE, MARINE, OR RV PARTS AND ACCESSORIES;**
- M. UNLESS EXPRESSLY PROVIDED IN YOUR COVERAGE PLAN, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT;**
- N. “NO PROBLEM FOUND” DIAGNOSIS, NON FAILURE PROBLEMS INCLUDING, BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS OR INTERMITTENT ISSUES THAT ARE NOT PRODUCT FAILURES AS DETERMINED BY US; REPAIRS TO CORRECT OIL CONSUMPTION OR RAISE COMPRESSION; NORMAL WEAR AND TEAR AS DETERMINED BY US;**
- O. ACTS OF GOD, EXCLUDING REPAIRS REQUIRED AS A RESULT OF WIND AND/OR STORM RELATED DAMAGE UNDER AWNING AND RV COVER REPAIR PLANS;**
- P. ACCESSORIES AND/OR ADD-ON OPTIONS PURCHASED SEPARATELY AND NOT ESSENTIAL TO BASIC PRODUCT FUNCTIONALITY, PRODUCT(S) NOT ASSOCIATED WITH THE PURCHASE OF THIS SERVICE PLAN;**
- Q. REPAIR OR REPLACEMENT AS A RESULT OF ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT, 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;**
- R. CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE PLAN OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR AWAITING PARTS;**
- S. REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN;**
- T. THEFT, VANDALISM, LOSS, OR PHYSICAL DAMAGE UNLESS ELIGIBLE AND COVERED UNDER OPTIONAL ACCIDENTAL DAMAGE COVERAGE;**

- U. FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER LOSS;
- V. UNAUTHORIZED TRANSPORTATION OR SHIPPING CHARGES;
- W. RING SIZING, MAIN OR ENHANCEMENT STONES, OR ANY OTHER TYPE OF STONES, REPAIRS TO ANY PRODUCT DETERMINED TO BE COUNTERFEIT BY US, OR ANY REPLACEMENT OR COSTS ASSOCIATED WITH THE CONFISCATION OF COUNTERFEIT ITEMS;
- X. ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- Y. EXCEPT AS SPECIFIED IN SECTION 2 ABOVE, DAMAGE OR EQUIPMENT 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);
- Z. LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, OR USE OF THE PRODUCT(S);
- AA. SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER QUALITY, TYPE, OR LEVELS OF LUBRICANTS OR COOLANTS, FAILURES RESULTING FROM THE USE OF CONTAMINATED OR IMPROPER LUBRICANTS, FAILURES RESULTING FROM STALE, CONTAMINATED, OR IMPROPER FUEL, FAILURE RESULTING FROM FREEZING OR OVERHEATING;
- BB. PRODUCT(S) WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED.

23. PRODUCTS NOT ELIGIBLE FOR COVERAGE: This Service Plan does not provide any service for Products used for commercial or business purposes, those used by non-profit organizations, or those used for government purposes (multi-user organizations).

24. RENEWALS: At Our option, Your Service Plan may be renewed; however, We are not obligated to offer You another Service Plan upon termination of this Service Plan or to accept a Service Plan order, in the event You tender one.

25. TRANSFER: You may transfer this Service Plan by going to marketplace.assurantprotectionplans.com or by calling the Administrator at 1-877-273-1738. You will be required to provide Your Service Plan order confirmation number (included on Your Proof of Purchase) with the name, address and phone number of the person to whom the Service Plan will be transferred. Your transfer takes effect within 1 business day of receipt by the Administrator of Your notice or request.

26. CANCELLATION: You may cancel this Service Plan at any time for any reason. You may cancel by going to marketplace.assurantprotectionplans.com or by calling the Administrator at 1-877-273-1738. If You cancel by phone, You must provide Us with Your Service Plan order confirmation number (included on Your Proof of Purchase). If You cancel this Service Plan within the first 30 days after receipt of this Service Plan, You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the 30 days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed 10% of the Purchase Price of the Service Plan or \$25, whichever is less, and less any claims paid, where allowed by law. The effective date of cancellation is the date We receive the request for cancellation. If We cancel this Service Plan, You will be provided with a written notice at 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan, less any claims paid, where allowed by law. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You.

27. DEDUCTIBLE: A deductible may apply and will be stated on Your Proof of Purchase.

28. REPEAT SERVICE: If Your Product requires service more than once within a 60 day period, it must be completed by the original repair center.

29. ARBITRATION:

Read the following arbitration provision carefully. It limits certain of Your 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 Commercial 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, calling 1-800-778-

7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, 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 Disclosures 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.

30. The following state specific requirements are added to and become part of Your Service Plan and supersede any other provision to the contrary:

AL, AR, CO, CT, GA, IL, IN, KY, MA, ME, NC, NH, NJ, NV, NY, OR, SC, UT and WY 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.

HI, MN, MT, VA and VT only: 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.

FREE LOOK: AL, AR, CO, HI, MA, ME, MN, MO, NJ, SC, and WY only: You may, within 20 calendar days of receipt, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, You will be refunded the full 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. This provision applies only to the original purchaser of this Service Plan.

GA, LA, NV, OR, UT, WI and WY only: The **ARBITRATION** provision is deleted in its entirety.

Alabama only: The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation.

Arizona only: The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will not cancel or void this Service Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. We may cancel this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You. 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 Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 1- 800-325-2548.

Arkansas only: The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

California only: The seller of this Service Plan is Federal Warranty Service Corporation P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-273-1738. The **ARBITRATION** provision is revised as follows: This 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 1-800-952-5210, 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. The **CANCELLATION** provision is revised as follows: You may cancel this Service Plan if the Product is returned, sold, lost, stolen or destroyed. You may cancel this Service Plan within 30 days after receipt of this

Service Plan by providing written notice to the Service Plan Administrator. You will receive a full refund if no claims have been made. For **JEWELRY PRODUCTS ONLY** and **WATCHES ONLY**, 30 days is amended to 60 days under the **CANCELLATION** provision.

Colorado only: Actions under this Service Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or “Unfair Practices Act”, articles 1 and 2 of Title 6, C.R.S. A party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut only: The **CANCELLATION** provision is revised as follows: You may cancel this Service Plan if You return the Product, or the Product 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 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the Service Plan. If the Product is in a repair facility at the time of contract expiration, the date will automatically be extended until the repair is complete.

Florida only: The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. The **CANCELLATION** provision is amended as follows: All references to administrative fee are deleted. 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 the Service Plan holder resides.

Georgia only: Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Service Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. The **CANCELLATION** provision is amended as follows: No claim incurred or paid nor any cancellation or administrative fees shall be deducted from any refund owed. If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases. Under **YOUR SERVICE PLAN DOES NOT COVER THE FOLLOWING ITEMS AND SERVICES**, item **E.** and **S.** are deleted and replaced as follows: **E. REFURBISHED PRODUCT(S) THAT ARE NOT FACTORY REFURBISHED; PRE-EXISTING CONDITIONS OR FAILURES AND WERE KNOWN BY YOU. S. REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS SERVICE PLAN AND WERE KNOWN BY YOU.**

Hawaii only: The **CANCELLATION** provision is revised as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

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

Indiana only: Proof of payment to the Retailer that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

Massachusetts only: The following is added to the **CANCELLATION** provision: If We cancel, We will mail You written notice, including the effective date of cancellation and the reason for cancellation at Your last known address at least 5 days prior to cancellation.

Maryland only: FREE LOOK: You may, within 20 calendar days of mailing of the Service Plan, or 20 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 Purchase Price. 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.

Maine only: The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

Michigan: If performance of the 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.

Minnesota only: The **ARBITRATION** provision is amended as follows: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

Missouri only: 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 paid within 60 days after proof of loss has been filed, including a claim for the refund of the unearned Purchase Price, or the Service Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Montana only: The **CANCELLATION** provision is amended as follows: We shall mail written notice to You at least 5 days prior to cancellation unless the reason for cancellation is for nonpayment of the Provider fee, material misrepresentation and substantial breach of duties by You.

New Hampshire only: In the event 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 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.

New Jersey only: The following is added to the **CANCELLATION** provision: Prior notice is not required if the reason for cancellation is nonpayment of the Purchase Price, a material misrepresentation or omission, or a substantial breach of Your contractual obligations relating to the Product or its use.

New Mexico only: FREE LOOK: If this Service Plan is returned within 20 calendar days of mailing of the Service Plan, or 10 days if delivered at time of sale if refund is not credited within 60 days after the return, We shall pay the holder a penalty of 10% of the Purchase Price for each 30 day period or portion thereof, that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The **CANCELLATION** provision is amended as follows: We may not cancel this Service Plan once it has been in effect for at least 70 days before the expiration of the agreed term or one year after the effective date of the Service Plan, whichever occurs first, except for the following conditions: failure to pay the Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan. If We cancel, You will receive a refund equal to the unearned pro rata Purchase Price less any claims paid. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

Nevada only: FREE LOOK: 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 the holder a penalty of 10% of the 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. No claims or repairs incurred may be deducted from any refund. The **CANCELLATION** provision is revised as follows: No Service Plan that has been in effect for at least 70 days may be canceled by 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 the following grounds: (a) failure by the Service Plan Holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Service Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; (2) a violation by the holder of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

New York only: FREE LOOK: You may return this Service Plan within 20 days of the date this Service Plan was provided to You, or within 10 days if the Service Plan was delivered to You at the time of sale. If You made no claim, the Service Plan is void and the full Purchase Price will be refunded to You. The Service Plan Administrator will pay a penalty of 10% of the amount outstanding per month on a refund that is not made within 30 days. These provisions apply only to the original purchaser of the Service Plan. The **CANCELLATION** provision is revised as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the

reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

North Carolina only: Purchase of this Service Plan is not required either to purchase or obtain financing. The **CANCELLATION** provision is amended as follows: Your Service Plan shall be non-cancelable by Us except for nonpayment of the premium or a direct violation of the agreement by You.

Ohio only: 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, or call the toll-free number at 1-800-852-2244. 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 directly 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.

Oklahoma only: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. 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, or call the toll-free number at 1-(800-852-2244. The **CANCELLATION** provision is deleted in its entirety and replaced with the following: You may cancel this Service Plan at any time for any reason. You may cancel by going to marketplace.assurantprotectionplans.com or by calling the Administrator at 1-877-273-1738. If You cancel by phone, You must provide Us with Your Service Plan order confirmation number (included on Your Proof of Purchase). In the event the Service Plan is cancelled by You within the first 30 days, the refund will be based upon 100% of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. If You cancel the Service Plan after 30 days, or have made a claim within the 30 days, the refund will be based upon 90% of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. In the event the Service Plan is cancelled by Us, the refund will be based upon 100% of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You.

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 Service Plan 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 Commercial 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, calling 1-800 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, 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. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. 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 Special State Disclosures 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.

South Carolina only: If the Service Plan Provider does not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, SC 29202-3105, or 1-800 768-3467.

Texas only: The **DEFINITIONS** section of this Service Plan is amended to include the following: The Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 1-512-463-6599 or 1-800-803-9202 (Within TX only). 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 provided to You by Us before the 61st day after proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain financing. The following is added to the **CANCELLATION** provision: Prior notice is not required if the reason for Cancellation is nonpayment of the Purchase Price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of 10% per month on any Cancellation refund that is not paid or credited within 45 days after return of the Service Plan to Us. This right to cancel applies only to the original purchaser of the Service Plan and is not transferable.

Utah only: 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. To file a complaint, contact the Utah Insurance Department. The Purchase Price of this Service Plan is a single payment and is listed on Your Proof of Purchase. The **CANCELLATION** provision is amended as follows: This Service Plan may be cancelled upon 30 days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan. This Service Plan may be cancelled upon 10 days written notice if the reason for cancellation is nonpayment by You.

Washington only: Obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan Provider. The following is added to the **ARBITRATION** provision: 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. **FREE LOOK:** 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 Purchase Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the return of the Service Plan. This provision applies only to the original purchaser. The following is added to the **DEFINITIONS:** **Administrator/Provider** is the entity that is responsible for the administration of the Service Plan/Plan which is Federal Warranty Service Corp., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-273-1738. **Provider Fee/Purchase Price** means the consideration paid by You for the Service Plan. **Service Contract/Service Plan** means a Service Plan which You have purchased for the Product described on the Proof of Purchase. **Service Contract Holder/You/Your** means the person who is the purchaser or holder of the Service Plan as shown on the Proof of Purchase. **Service Contract Provider/We/Us/Our** means Federal Warranty Service Corp. who is contractually obligated to the **Service Contract Holder** under the terms of the Service Plan.

Wisconsin only: This Service Plan is not a contract of Insurance. This is a 'service contract' as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF 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. **CANCELLATION:** You may cancel this Service Plan at any time for any reason. You may cancel by going to marketplace.assurantprotectionplans.com or by calling the Administrator at 1-877-273-1738. If You cancel by phone, You must provide Us with Your Service Plan order confirmation number (included on Your Proof of Purchase). If You cancel this Service Plan within the first 30 days after receipt of this Service Plan, You will receive a full refund. If You cancel after the first 30 days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee not to exceed 10% of the Purchase Price of the Service Plan. The effective date of cancellation is the date We receive the request for cancellation. We reserve the right to cancel this Service Plan at any time in the event of substantial breach of duties by You, material misrepresentation, or nonpayment by You. If We cancel this Service Plan, You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, stating the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You. **FREE LOOK:** You may reject and return this Service Plan within 20 calendar days of mailing or 10 calendar days of the delivery of this Service Plan. If no claim has been filed, the Service Plan is void and You will receive a full refund of the Service Plan Price. A 10% per month penalty of the refund amount shall be added to a refund that is not paid or credited within 45 days after Your return of the Service Plan within the applicable time period. The right to void the Service Plan is not transferrable and applies only to the original purchaser. The Service Plan Holder

will be made whole before the Administrator retains any amounts that may be recovered. 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.