

Terms and Conditions

This Service Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

1. Definitions.

Service Plan means these terms and conditions and the Benefits Summary Page.

Benefits Summary Page means the document containing Your coverage details including Service Plan type, Plan Coverage Period and price.

Obligor means Federal Warranty Service Corporation in all states except FL where United Service Protection, Inc. is the Obligor, and OK where Assurant Service Protection, Inc. is the Obligor. The address and phone number for each Obligor is P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000.

Administrator means Federal Warranty Service Corporation, in all states except FL where United Service Protection, Inc. is the Administrator and OK where Assurant Service Protection, Inc. is the Administrator. The address and phone number for each Administrator is P.O. Box 100, Rapid City, SD 57709, (866) 884-5646.

Power Surge means a Product failure resulting from a voltage oversupply. Power Surge does not include damages resulting from the improper installation or improper connection of the Product to a power source.

Product(s) means an item used for normal, single family, household use and listed on the Benefits Summary Page as covered under this Service Plan.

We, Us, & Our mean the Obligor.

You & Your mean the owner of the Product and this Service Plan and any assigned transferee.

- 2. Product Coverage Eligibility:** New Coverage - Major Appliances & Home Appliances up to 15 years old; Major Electronics up to 10 years old.
Renewal Coverage - Major Appliances up to 20 years old; Home Appliances up to 15 years old; Major Electronics up to 10 years old.

- 3. Plan Coverage Period and Plan Type:** Your Service Plan type, Plan Coverage Period and price will be indicated on your Benefits Summary Page. Damage resulting from Power Surge is covered for all Service Plan types.

Repair Plan - This Service Plan pays for the labor and parts costs to repair Your Product for problems due to functional part failures. We may use non-original parts or re-manufactured parts for the repair. Repair Plan types include additional benefits (defined in Section 4) and begin as follows:

Repair Plan - Date of Purchase: Accidental Damage, Cosmetic Parts Reimbursement, Power Surge, Food Spoilage, and Laundry Reimbursement begin on the date You purchased Your Service Plan. Coverage for functional part failures and No Lemon Guarantee begins after the expiration of manufacturer's warranty.

Extension: Coverage for functional part failure, Power Surge, Food Spoilage, Laundry Reimbursement, and No Lemon Guarantee begin after the expiration of manufacturer's warranty.

Monthly Renewable: Accidental Damage, Cosmetic Parts Reimbursement, Power Surge, Food Spoilage, and Laundry Reimbursement begin on the date You purchased Your Service Plan. During the manufacturer's warranty period, coverage for functional part failures not covered by the manufacturer will begin on the date You purchased Your Service Plan. After the expiration of the manufacturer's warranty, this Service Plan covers all functional part failures subject to the limitations described in these terms and conditions. No Lemon Guarantee begins after the expiration of manufacturer's warranty.

Replacement Plan - This Plan will cover the costs to replace Your product should it not operate properly due to functional part failures. One (1) Replacement can be provided during the life of the Plan in the form of (a) gift card or cash settlement equal to Your original purchase price; or (b) a new or refurbished replacement product comparable to Your original Product. We may require the failed Product to be returned to Us at Our sole discretion and at Our expense using prepaid shipping labels that We will provide to You along with instructions to complete the required return.

- 4. Additional Benefits:** Documented proof of loss may be required for these additional benefits. The maximum payable for each additional benefit listed is per-incident and must be associated to a covered breakdown for each eligible product.

Accidental Damage - If Your Product has been accidentally damaged by an unforeseen event (such as drops, collisions, liquid spills, structural breaks, and cracks) that prevents it from properly working, and is not covered by the manufacturer's warranty, the damage will be covered under this plan. You are allowed one (1) Accidental Damage claim per rolling 12 month period beginning on the date of the first repair or replacement.

Cosmetic Parts Reimbursement: For Your Product type, We will reimburse You for fifty percent (50%) of the cost including tax up to one hundred dollars (\$100) for replacement parts purchased due to cosmetic damage to the eligible part. Eligible parts include bins, shelves, handles, knobs, drip pans, oven racks, dishwasher racks, trim kits, and grilles. Proof of purchase is required to claim this benefit.

Food Spoilage: From the covered cooling failure of Your refrigerator or freezer, We will reimburse You up to \$300 for lost food.

Laundry Reimbursement: For the covered failure of Your washer, dryer, or combo unit We will reimburse You up to \$50 if the product has not been fixed or replaced within 14 days of the date reported to Us.

No Lemon Guarantee - During the coverage period after the expiration of manufacturer's warranty, if Your Product has three (3) separate repair events completed under this Service Plan and requires a fourth (4th) as determined by Us during the coverage period, We will issue a replacement or settlement, not to exceed the Product's original retail price (excluding sales tax). We may require documentation as part of this benefit. **A covered service repair does not include: consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, all rechargeable batteries, a no fault found diagnosis and repairs done outside the continental USA and Alaska.**

- 5. Deductible.** You will pay the deductible listed on the Benefits Summary Page for each service call per Product. At Our option, the deductible will be collected at the time the claim is filed or paid to Our servicer. You will not be responsible for deductible charges on repeat service calls completed within 30 days of the original service event for the same issue. Failure to pay the deductible when due may result in the suspension of service.

- 6. Coverage Period.** Your coverage term and start date of coverage are listed on the Benefits Summary Page. Select Service Plans will automatically renew at the end of the initial coverage period listed on the Benefits Summary Page and at the end of each subsequent coverage period until Your Product reaches its maximum age, or You cancel. We are not obligated to renew this Service Plan.

- 7. Service Location. In-home Service** - We will service the Product at the address on the Benefits Summary Page. The Product must be easily accessible to the servicer and removal of the Product for servicing must not require more than one person for safe removal, the use of special equipment, or tools such as ladders, lift trucks or scaffolding. If Your Product must be repaired elsewhere, pick-up and return expenses are covered.

- 8. For Service.** Visit the website on the Benefits Summary Page or call us at (866) 912-9796 where claims may be submitted 24 hours a day, 7 days a week. Service will be available during regular working hours. If the Administrator cannot find a servicer, after You provide the Administrator with a written estimate for repair, You may be authorized to obtain service from a servicer near You. If You are unable to access the website You can call the Administrator to schedule service.
- 9. Service Plan Transfer.** Monthly renewable Service Plans are not transferable. For all other Service Plans, You can assign Your Service Plan to another person by notifying the Administrator in writing or by visiting My Account at BodewellCarePlan.com. The notice must include a copy of the Benefits Summary Page, and the name, address, and phone number of the person to whom the Service Plan is being transferred. Your transfer takes effect as soon as the Administrator receives Your written notice. You may not transfer monthly pay contracts.
- 10. Service Plan Cancellation.**
Cancellation by You – You may cancel at any time by notifying the Administrator in writing or by visiting My Account at BodewellCarePlan.com. If We receive Your Service Plan and cancellation notice within 30 days of the Service Plan **purchase date**, We will refund You the full Service Plan price. If We receive Your Service Plan and cancellation notice 30 days after the **purchase date** but before the **effective date**, We will refund You the full Service Plan price, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. If We receive Your Service Plan and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less an administrative fee of 10% of the pro-rata Service Plan price or \$25, whichever is less.
Cancellation by Us – If We cancel the Service Plan 30 days after the purchase date for any reason, Your refund will be based on 100% of the unearned pro-rata Service Plan price.
- 11. Service Plan Limitations.**
Limitation of Liability – The liability of the Obligor, Administrator and Insurer, if any, for any allegedly defective Product or part shall be limited to repair or replacement of the Product or part and shall not exceed the purchase price of a comparable replacement Product or part.
Home Appliance (HVAC) Limitation – Liability under this Service Plan shall not exceed \$1,000.
THE PROVISIONS OF THIS SERVICE PLAN ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCT(S) COVERED BY THIS SERVICE PLAN. ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF THE MANUFACTURER'S WARRANTY OVERLAPS WITH THIS SERVICE PLAN COVERAGE, THIS SERVICE PLAN EXCLUDES ANY COVERAGE PROVIDED UNDER THE MANUFACTURER'S WARRANTY. HOWEVER, IF IT OVERLAPS, THIS SERVICE PLAN FILLS GAPS IN AND/OR ADDS BENEFITS TO THE MANUFACTURER'S WARRANTY.
Non-Repairable Products – If We determine that a Product cannot be repaired or the repair is not cost effective, We may either replace the Product with one of like kind, quality, and function, or provide You with an amount equal to the depreciated value based on the Product age. To view the depreciation schedule you may visit **BodewellCarePlan.com/terms**.
Fulfillment – Provision of depreciated value or Product replacement will fulfill Our obligations on Your Product.
Product Recovery – The unrepaired Product will become Our property if We elect to recover the Product at Our own expense. If We do not recover the Product, You must dispose of it.
- 12. Other Conditions.** (1) If You provide Your mobile number or electronic address to Us as part of Your enrollment, We may electronically or via text message deliver all notices, documents and communications related to this Service Plan to Your mobile number or electronic address. You may opt out of electronic and/or text message communications at any time. (2) We may choose to offer discounts and also promotions from time-to-time under this Service Plan valued up to the limits regulated under state law. (3) During the Service Plan term, We may provide You with other services specific to Your Product(s). These limited benefits may include (but are not limited to) support, content backup and security services, claims management tools, alternative servicing and upgrade options, rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.
- 13. Your Promises and Assurances.** You promise to: (1) fully cooperate with the Administrator and servicer during diagnosis and repair of the Product; (2) provide a non-threatening and safe environment with an adult present for in-home service; (3) use the Product only for non-business purposes; (4) provide normal preventative maintenance for the Product; (5) subrogate and assign Your rights of recovery to Us if repair or replacement is provided for which the manufacturer, its agents or suppliers is legally responsible; and (6) provide written notice of any defect or deficiency in service within 90 days of discovery; (7) protect Your covered product against any further damage.
- 14. Changes to these terms and conditions and other communications:** The Service Plan originally issued to You will remain in effect throughout Your coverage term listed on the Benefits Summary Page. If we adopt any revision which would broaden the coverage under this Service Plan without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Plan. We retain the right to revise this Service Plan and adjust the coverage terms including the price and Deductible upon renewal. Monthly Renewable Service Plans will renew at the same price for a period of two (2) years minimum prior to any adjustments. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.
- 15. What is Not Covered.**
a. any repair when You have not complied with any part of Section 13; **b.** products not listed on the Benefits Summary Page; **c.** consumable items; **d.** any repair covered by a manufacturer's warranty or recall program, or initiated by the manufacturer; **e.** any costs associated with or damage caused by failure to follow manufacturer's recommended installation or maintenance; **f.** unauthorized repairs; **g.** cosmetic damage (unless purchased); **h.** damage or failures caused by external factors such as freezing, inadequate plumbing, wiring, power supply, rust, corrosion, smoke, infestation, negligence, abuse, misuse, acts of God, leaking batteries, display markings, problems with phone lines; **i.** service delays due to Acts of God, war or other causes beyond Our control; **j.** defects that existed prior to this Service Plan purchase; **k.** service outside the continental USA and Hawaii; **l.** water filtration systems if water is microbiologically unsafe or of unknown quality without adequate disinfection; **m.** loss or damage to recording media, software or data, computer viruses, software defects or software generated problems; **n.** shipping damage due to inadequate packaging by You; **o.** upgraded, retrofit, or unapproved components; **p.** TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect overall viewing such as missing pixels, intermittent pixels, or wrong color pixels; **q.**

TV stands or wall mounts; r. removal or re-installation of Products; s. upgrades to comply with regulatory laws; t. HVAC Products located on a rooftop; u. duct work, refrigerant lines, drain lines, or evaporation/condenser coils if rusted or corroded; v. water heater holding or storage tanks, solar water heaters; w. faucets, fixtures, main water lines, valves, foreign plumbing parts, stoppages, water leaks on exposed plumbing exterior to the home; x. repair or replacement of main breaker or busbars, underground or in-the-wall wiring; y. Incidental and Consequential damage.

16. 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 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. 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 Regulations 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.

17. State Regulations: 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, CO, DC, GA, IL, IN, KY, MN, NC, NH, NJ, NV, NY, SC and WY only: 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, 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 (800)-852-2244.

AZ, HI, MA, MT, OR, VA and VT 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.

AR, ME, MO, OR, SC and WA only: 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 repair.

AL, AR, CO, GA, MA, MN, MO, NJ, SC and WY only: 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 Service Plan 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.

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

AL Residents: The **Cancellation by Us** provision is amended by adding the following: In the event the Administrator cancels your Service Plan, the Administrator will mail You written notice at least 5 days prior at Your last known address which shall state the effective date of cancellation and the reason for cancellation. However, prior notice of cancellation is not necessary if the reason for cancellation is nonpayment of the Service Plan price or material misrepresentation. No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation.

AR Residents: Insurance: The obligations of the 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, including a claim for the refund of the unearned Price, 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. The **Cancellation by Us** provision is amended by adding the following: We shall mail a written notice of cancellation to Your last known address at least 15 days prior to the cancellation by Us stating the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Plan price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use. A pro-rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid, shall accompany the notice unless cancellation is for nonpayment.

AZ Residents: The **Cancellation by Us** provision is amended by adding the following: 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. We will not cancel this Service Plan due to misrepresentation either by Us or any person selling the Service Plan on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include Your Fraudulent or unlawful acts arising out of or relating to this Service Plan or Your use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs. All reference to an administrative fee is deleted and replaced with an administrative fee of 10% of the gross amount paid for Your Service Plan or \$25, whichever is less. The following is added to the **Your Promises and Assurances** provision: (8) follow manufacturer's recommended installation or maintenance. The **What is Not Covered** provision, item j. is deleted and replaced with the following: **j. defects known by You that existed prior to this Service Plan purchase, 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: Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Plan by contacting the Consumer Protection Division of the D.I.F.I., phone number 602-364-2499.

CA Residents: The Administrator and Seller of this Service Plan is Federal Warranty Service Corporation, P.O. Box 100, Rapid City, SD 57709. The **Coverage Period** provision is amended by adding the following:

Select Service Plans will automatically renew at the end of the initial coverage period listed on the Benefits Summary Page and at the end of each subsequent coverage period until Your Product reaches its maximum age, or You cancel. The affirmative consent to this provision is obtained from the buyer at the time of purchase.

The **Cancellation by You** provision is amended by adding the following: You may also cancel by emailing contracthelp@assurant.com, or by calling (866)-884-5646, or by visiting BodewellCarePlan.com/contact-us, or by mailing your request to the Administrator. If You cancel Your Service Plan within 30 days of the date You received this Service Plan, You will be refunded the full Service Plan price. If You cancel Your Service Plan after 30 days from the date You received this Service Plan, You will be refunded a pro-rated amount of the Service Plan price, less any claims paid, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. You may cancel this Service Plan if You return the Product(s), or the Product(s) is sold, lost, stolen or destroyed. The **Cancellation by Us** provision is amended by added the following: We may not cancel this Service Plan except for non-payment of the Service Plan price, fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service.

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, Consumer Information Division, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov.

CO Residents: Regulation: The purchase of a Service Plan is not required in order to obtain financing for the covered Product. The **Cancellation by You** provision is amended by adding the following: If We receive Your Service Plan and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less.

Cancellation by Us provision is amended by adding the following: In the event of cancellation by Administrator, You will be mailed a written notice at Your last known address, at least 5 days prior to the effective date of cancellation, which shall state the reason and effective date for cancellation. Prior notice is not required if this Service Plan is canceled for nonpayment of the Service Plan price, a material misrepresentation by You, or a substantial breach by You relating to the covered product or its use.

CT Residents: Insurance: The obligations of the 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. Please call American Bankers Insurance Company of Florida at 1-800-852-2244 to file a claim. The **Coverage Period** provision is amended by adding the following:

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 **Cancellation by You** provision is amended by adding the following: 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 **Arbitration:**

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 Purchase Price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the Service Plan.

DC Residents: Free Look: You may, within 30 days of receipt, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, the Service Plan will be void and You will be refunded or Your account credited, the full Service Plan price. A 10% penalty of the Service Plan price 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. The **Cancellation by You** provision is amended by adding the following: If We receive Your Service Plan and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. The following is added to **Cancellation by Us:** In the event We cancel Your Service Plan, We will mail You written notice at least 5 days prior at Your last known address which shall state the effective date of cancellation and the reason for cancellation. Prior written notice is not required if the reason for cancellation is nonpayment of the Service Plan Purchase Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use. The following is added to **Your Promises and Assurances** provision: (8) You are required to follow manufacturer's recommended installation or maintenance and to comply with the owner's manual.

FL Residents: Regulation: The rate charged for this Service Plan is not regulated by the Florida Office of Insurance Regulation. The **Cancellation by You** provision is deleted and replaced with the following: You may cancel at any time by notifying the Administrator in writing. If We receive Your Service Plan and cancellation notice within 30 days of the Service Plan purchase date, We will refund You the full Service Plan price. If We receive Your Service Plan and cancellation notice 30 days after the purchase date but before the effective date, We will refund You the full Service Plan price. If We receive Your Service Plan and cancellation notice after the effective date, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid. The following is added to **Arbitration:** 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: The **What is Not Covered** provision, item j is deleted and replaced with the following: **j. Your Service Plan does not cover repair or replacement caused by defects known to You that existed prior to this Service Plan purchase.** The **Cancellation by You** provision is deleted and replaced with the following: You may cancel at any time. Notify the Administrator in writing at the address on the Benefits Summary Page. If We receive Your Service Plan and cancellation notice 30 days after the purchase date or a claim has been filed, We will refund You the unearned pro rata Service Plan price, less any claims paid, less 10% of the unearned pro rata Service Plan price. The **Cancellation by Us** provision is deleted and replaced with the following: The Service Plan shall be non-cancellable by the Service Plan Obligor or the Service Plan Administrator except for fraud, material misrepresentation, or failure to pay the consideration due. If the Service Plan is cancelled, Your refund will be based on 100% of the unearned pro rata Service Plan price less any claims paid, and the Administrator will mail You a written notice of cancellation at Your last known address at least 30 days prior to the effective date of cancellation. The written notice of Cancellation shall state the reason for cancellation and the effective date of cancellation.

HI Residents: The **Coverage Period** provision is deleted and replaced with the following: **Your coverage term is on the Benefits Summary Page. If a labor end date is not shown, coverage will renew on a monthly basis unless canceled by You. However, We are not obligated to renew this Service Plan. If You chose the Monthly Payment option, this Service Plan continues month-to-month until terminated. Your purchase of this Service Plan and monthly payment of the amount due is Your acknowledgement of the continuous service nature of this Service Plan. To cancel this coverage, please refer to the Service Plan Cancellation section of this Service Plan.** **Free Look:** You may, within 30 calendar days of mailing of this Service Plan, or 20 days if delivered at the time of sale, return this Service Plan. Upon return of this Service Plan within the applicable time period, if no

claims have been made, you will be refunded the full Service Plan price. A 10% penalty per month will 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. The **Cancellation by Us** provision is amended by adding the following: If the Administrator cancels the Service Plan, a written notice will be mailed to Your last known address, stating the reasons and effective date, at least 5 days prior to the cancellation. 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 Product or its use, or a substantial breach of Your duties relating to the covered Product or its use.

IL Residents: Regulation: This Service Plan does not cover normal wear and tear. The **Cancellation by You** provision is amended by adding the following: If You cancel this Service Plan at any time after 30 days from the purchase date or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of 10% of the purchase price or \$50.

IN Residents: Regulation: Proof of payment to the Administrator 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.

MA Residents: Regulation: The purchase of this Service Plan is not required as a condition for the approval of a loan or the purchasing of property. The **Cancellation by Us** provision is amended by adding the following: In the event we cancel this 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 and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Plan price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use.

MD Residents: 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 price. A 10% penalty of the Service Plan Price 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 reject and return this Service Plan applies to the original purchaser of this Service Plan. The **Coverage Period** provision is amended by adding the following: 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 the Service Plan.

ME Residents: Insurance: The obligations of the 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, including a claim for the refund of the unearned Price, 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. **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 Service Plan price including any sales tax refund. A 10% penalty of the Service Plan price 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. The **Cancellation by You** provision is amended by adding the following: If We receive Your Service Plan and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. The **Cancellation by Us** provision is amended by adding the following: 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.

MI Residents: Regulation: If performance under 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.

MN Residents: The **Cancellation by Us** provision is amended by adding the following: In the event the Administrator cancels this Service Plan for nonpayment of the Service Plan purchase price; a material misrepresentation made by You; or a substantial breach of duties by You, We will mail you written notice to your last known address at least 5 days prior to cancellation stating the effective date of cancellation and the reason for cancellation. If We cancel Your Service Plan for any other reason, We will mail written notice of cancellation to You at least 15 days prior to the effective date of cancellation stating the effective date of cancellation and the reason for cancellation. The following is added to **Arbitration**: 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.

MO Residents: 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 or call the toll-free number at 1-800-852-2244. If any covered service is not paid within 60 days after proof of loss has been filed with Us, including a claim for the refund of the unearned Price, 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. The **Cancellation by You** provision is deleted and replaced with the following: You may cancel at any time by notifying the Administrator in writing. If We receive Your Service Plan and cancellation notice within 30 days of the Service Plan purchase date, We will refund You the full Service Plan price. If We receive Your Service Plan and cancellation notice 30 days after the purchase date but before the effective date, We will refund You the full Service Plan price, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. If We receive Your Service Plan and cancellation notice after the effective date, We will refund You 100% of the unearned pro-rata Service Plan price, less an administrative fee of 10% of the pro-rata Service Plan price or \$25, whichever is less.

MT Residents: The **Cancellation by Us** provision is amended by adding the following: If We cancel Your Service Plan, We shall mail You written notice at least 5 days prior to cancellation at Your last known address which shall state the **effective date** of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the Service Plan price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use.

NC Residents: Regulation: The purchase of a Service Plan is not required in order to obtain financing for the covered Product. The **Cancellation by Us** provision is amended by adding the following: We may cancel this Service Plan at any time for (1) nonpayment of the Price; or (2) a direct violation of the Service Plan by You.

NH Residents: Regulation: 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, (800) 852-3416. The **Service Plan Cancellation** provision is amended as follows: All references to "less any claims paid" are deleted from this section. Therefore, no claims paid will be deducted from any pro rata refund. The **What is Not Covered** provision, item j. is deleted and replaced with the following: **j. Any or all loss or damage that occur prior to the effective date of this Service**

Plan will not be covered. The following is added to the **Arbitration** provision: Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. Any arbitration proceeding is subject to RSA 542.

NJ Residents: The **Cancellation by Us** provision is amended by adding the following: If We cancel this Service Plan, written notice will be mailed to Your last known address, stating the reasons and effective date, at least 5 days prior to cancellation. Prior written notice will not be provided 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.

NM Residents: Regulation: The purchase of this Service Plan is not required in order to purchase goods or to obtain financing. **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 (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. **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 Service Plan price. If a refund is not credited within 60 days after the return, We shall pay the holder a penalty of 10% of the Service Plan 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 by You** provision is amended by adding the following: If We receive Your Service Plan and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. The **Cancellation by Us** provision is amended by adding the following: 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 1 year after the effective date of the Service Plan, whichever occurs first, except for the following conditions: failure to pay the Service Plan price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; discovery of fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; or the discovery of an act or omission by You, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan. In the event We cancel this Service Plan, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the reason for cancellation.

NV Residents: Regulation: 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. The purchase of this Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. **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 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 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 no later than 3 calendar days after the report of the claim. **Free Look:** You may, within 20 calendar days of mailing of the Service Plan, or within 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 price. If a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the Service Plan 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 by You** provision is amended by adding the following: Reference to administrative fee is deleted and replaced with cancellation fee. The **Cancellation by Us** provision is amended by adding the following: No Claim incurred or paid will be deducted from the amount to be returned. Prior notice of cancellation will be mailed to You at least 15 days before We cancel if the reason is for nonpayment of the Service Plan price by You or material misrepresentation. We may not cancel this Service Plan once it has been in effect for 70 days, except for the following conditions: failure by You to pay the Service Plan price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; discovery of fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; the discovery of an act or omission by You, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan; or a material change in the nature or extent of the service required under the Service Plan which occurs after the purchase of the Service Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. The **Changes to these terms and conditions and other communications** provision is deleted and replaced with the following: The Service Plan originally issued to You will remain in effect throughout Your coverage term listed on the Benefits Summary Page. We will provide You thirty (30) days advanced written notice of material changes that benefit You. There will be no increase in your price or deductible. All other material changes will occur only at time of renewal and We will provide You with thirty (30) days advance written notice of such changes. Monthly Renewable Service Plans will renew at the same price for a period of two (2) years from the original coverage start date. If You pay the coverage price after this notification, You agree to these changes. The **What is Not Covered** provision, item d. is amended by adding the following: **If the manufacturer's warranty becomes void during the term of this Service Plan, We will not provide coverage for any benefit that would otherwise been provided under the manufacturer's warranty. Subject to the terms of this Service Plan, all other coverage under this Service Plan will continue to be provided.** The **What is Not Covered** provision, item j. is deleted and replaced with the following: **j. defects that existed prior to this Service Plan purchase, except if such conditions were known or should reasonably have been known by Us or Our subcontractors.** The **What is Not Covered** provision, item o. is amended by adding the following: **This Service Plan will not cover any unauthorized or non-manufacturer recommended modifications to the covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the covered Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Service Plan will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damage arising therefrom, unless such coverage is otherwise excluded by the terms of this Service Plan.** **WAITING PERIOD: YOUR SERVICE PLAN IS NOT EFFECTIVE UPON DATE OF PURCHASE BUT BEGINS EITHER AFTER THE MANUFACTURER'S WARRANTY PERIOD OR SOME OTHER PERIOD OF TIME AFTER PURCHASE. YOUR COVERAGE START DATE IS LISTED ON THE BENEFITS SUMMARY PAGE.**

NY Residents: Regulation: The purchase of the Service Plan is not required in order to purchase goods or to obtain financing. **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 Service Plan 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 **Cancellation by Us** provision is amended by adding the following: If We cancel the Service Plan, written notice will be mailed to Your last known address, stating the reasons and effective date, at least 15 days prior to the cancellation. Written notice will not be provided if the reasons for cancellation are non-payment of the Service Plan price, a material misrepresentation by You, or a substantial breach of duties by You with regards to the covered Product or its use.

OH Residents: 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 or call the toll-free number at 1-800-852-2244. If any covered service is not paid within 60 days after proof of loss has been filed with Us, including a claim for the refund of the unearned price, 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.

OK Residents: Regulation: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **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 or call the toll-free number at 1-800-852-2244. The **Definitions** provision, **Obligor** is amended to include: Oklahoma license number for Assurant Service Protection, Inc. is 44199246. The **Cancellation by You** provision is deleted replaced with the following: You may cancel at any time. Notify the Administrator in writing at the address on the Benefits Summary Page. In the event the Service Plan is cancelled by the You within the first 30 days, and no claims have been made, the refund will be based upon 100% of the unearned pro rata Service Plan price. If You cancel the Service Plan after 30 days or have made a claim within the first 30 days, the refund will be 100% of the unearned pro rata Service Plan price, less (a) 10% of the unearned pro rata Service Plan price or \$25, whichever is less and (b) 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 Service Plan price, 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 to You the full amount paid. 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 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 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. 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 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.

SC Residents: Regulation: In the event of a dispute with the Provider of this Service Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467. All references to cash settlement are deleted. The purchase of this Service Plan is not required in order to purchase goods or to obtain financing. The **Cancellation by Us** provision is amended by adding the following: If We cancel the Service Plan, written notice will be mailed to Your last known address, stating the reasons and effective date, at least 15 days prior to the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Plan price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered product or its use.

TX Residents: Regulation: 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; (512) 463-6599 or (800) 803-9202 (Within TX only). The purchase of this Service Plan is not required in order to purchase or obtain financing for the covered Product. **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 Us before the 61st day after the 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 **DEFINITIONS** provision, Administrator is amended to include the following: The Administrator Registration Number for Federal Warranty Service Corporation is 269. The **Cancellation by You provision** is amended by adding the following: If You cancel within the first 30 days, We will pay a penalty of 10% per month on any Cancellation refund that is not paid or credited within 46 days after notice of cancellation is received by Us. This right to cancel applies only to the original purchaser of the Service Plan and is not transferable. If We receive Your Service Plan and cancellation notice 31 days after the purchase date but before the effective date, We will refund You the full Service Plan price, less a cancellation fee not to exceed \$50. If We receive Your Service Plan and cancellation notice after the effective date, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid, less a cancellation fee not to exceed \$50. The **Cancellation by Us** provision is amended by adding the following: If We cancel the Service Plan, written notice will be mailed to Your last known address, stating the reason and effective date of the cancellation, at least 5 days prior to the cancellation. Prior notice is not required if this Service Plan is canceled for nonpayment of the Service Plan price, fraud or a material misrepresentation by You to the Provider or the Administrator, or a substantial breach by You relating to the covered Product or its use.

UT Residents: 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. To file a complaint, contact the Utah Insurance Department. **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, 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 (800)-852-2244. The **What is Not Covered** provision, item j. is deleted and replaced with the following: **j. defects known by You that existed prior to this Service Plan purchase, except if such conditions were known or should reasonably have been known by Us or Our subcontractors.** The **Cancellation by Us** provision is amended by adding the following: We may cancel this Service Plan at any time for (1) nonpayment of the Price; (2) material misrepresentation; or (3) substantial

breach of duties by You; or (4) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan. We will send You written notice, with the cancellation date and the reason for cancellation, to Your last known mailing or email address (depending on Your chosen form of communication) at least 30 calendar days before cancellation. We will refund the unearned pro-rata Price less any claims paid, when applicable.

VA Residents: Regulation: 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 to file a complaint.

VT Residents: Free Look. You may return this Service Plan within 20 days of receipt of this Service Plan. If no claim has been made the full Service Plan price will be refunded to You. This provision applies only to the original purchaser. The **Coverage Period** is amended as follows: **Your coverage term and start date of coverage are listed on the Benefits Summary Page. Select Service Plans will automatically renew at the end of the initial coverage period listed on the Benefits Summary Page and at the end of each subsequent coverage period until Your Product reaches its maximum age, or You cancel. We are not obligated to renew this Service Plan.**

WA Residents: Regulation: The purchase of this Service Plan is not required in order to purchase or obtain financing for the covered Product. **Insurance:** The Obligations under this Service Plan are backed by the full faith and credit of the Service Plan Provider. **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 Service Plan 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 **Cancellation by Us** provision is amended by adding the following: We shall mail a written notice of cancellation to Your last known address at least 21 days prior to the cancellation by Us stating the effective date of the cancellation and the reason for cancellation. 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.

WI Residents: Regulation: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

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. **Insurance:** Obligations of the Provider under this Service Plan are insured under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under a Service Plan within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. **Free Look:** You may return this Service Plan within 20 days of receipt or 10 days if delivered at the time of sale. If You return the Service Plan within the applicable time period and no claim was made, the Service Plan is void and the full Service Plan price will be refunded to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Plan to Us. The right to void this Service Plan is not transferable and applies only to the original purchaser. The **Cancellation by You** provision is deleted and replaced with the following: You may cancel at anytime by notifying the Administrator in writing at the address on the Benefits Summary Page. If We receive Your Service Plan and cancellation notice within 30 days of the Service Plan purchase date, We will refund You the full Service Plan price. If We receive Your Service Plan and cancellation notice 30 days after the purchase date but before the effective date, We will refund You the full Service Plan price, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. If We receive Your Service Plan and cancellation notice after the effective date, We will refund You 100% of the unearned pro-rata Service Plan price, less an administrative fee of 10% of the Service Plan price or \$25, whichever is less. In the event of a total loss of property covered by this Service Plan that is not covered by a replacement product 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 price, less any claims paid. 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. **Cancellation by Us:** We may only cancel this Service Plan for (1) nonpayment of the Price; (2) material misrepresentation by You to Us or Administrator; or (3) substantial breach of duties by You. We will send You written notice, with the cancellation date and the reason for cancellation, to Your last known mailing or email address (depending on Your chosen form of communication) at least 30 calendar days before cancellation. If We cancel this Service Plan for material misrepresentation or substantial breach of duties by You, We will refund You 100% of the unearned pro-rata Service Plan price, less any claims paid.

WY Residents: The **Cancellation by Us** provision is amended by adding the following: If We cancel the Service Plan, written notice will be mailed to Your last known address, stating the reason and effective date of the cancellation, at least 10 days prior to the cancellation. Written notice will not be provided if the reasons for cancellation are non-payment by You, material misrepresentation by You or substantial breach of duties by You with regards to the covered product or its use.