

**TERMS AND CONDITIONS  
ALL PRODUCTS PROTECTION PLAN**

**Plan Administrator:**  
**SAFEWARE**  
**5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(800) 800-6132**  
**www.safeware.com**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a legal contract. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the POP to determine the term of this Plan.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or Selling Retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017, Attn: ESP Administration or call (800)-800-6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Plan expiration date.

**NOTICE:** (1) THE SELLING RETAILER MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "Provider", "Obligor", "We", "Us" and "Our" mean the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206.;
- (2) "Administrator" and "SAFEWARE", mean Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800-1492.;
- (3) "Deductible" means the amount You are required to pay for covered repairs and replacements;
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of Your Product;
- (5) "Plan" means the terms, conditions, limitations, exceptions and exclusions, including Your Product Proof of Purchase;
- (6) "Product" means the item(s) shown on the POP, which You purchased and which is covered by this Plan;
- (7) "Proof of Purchase" and "POP" mean the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
- (8) "Selling Retailer" means the entity selling the Product and this Plan;
- (9) "You" and "Your" refer to the purchaser of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred.

## WHAT IS COVERED

**REPLACEMENT PLAN:** We will replace Your Product, when required, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Product will be replaced with a like product of kind or quality or a check will be sent payable to You, equal to the purchase price of the Product, excluding sales tax and shipping and handling. The Product must fail during normal usage. Administrator has the sole discretion to replace the Product with a like, kind, or quality product.

**REPAIR PLAN:** Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts in repairing Your Product. If the Product cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the Product will be replaced as determined by Us with a product of similar features.

**For Appliances, Electronics and Computers:** We will repair or replace the Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. If food loss occurs as a direct result of a mechanical or electrical defect of a covered refrigerator or freezer, We will pay You a one-time reimbursement up to \$300. Food loss is non-cumulative and must be verified by a qualified servicer. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this Plan when required due to a covered breakdown. You are responsible to backup all computer software and data prior to commencement of repair.

**For Above Ground Pools:** We will only cover the following defects to Your Product: (A) Pump and filtration system due to electrical or mechanical failure under normal use; (B) Seam separation of pool liner due to a manufacturer defect; and (C) Breaking, bending or warping of pool frame, wall and ladder due to a manufacturer defect.

**For Jewelry:** We will furnish the parts and labor necessary to repair or replace Your Product only in the event of mechanical breakdown or defects in workmanship and/or materials, including normal wear and tear. We will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. We will cover mechanical failure of watches, including accidental breakage of stem or band, case and crystal.

**For Lawn & Garden Equipment and Power Tools:** During the Term of this Plan Your Product will be restored to normal operating condition after it has failed during normal single-family household use, including failures due to normal wear and tear. The Plan covers the cost of all labor and parts necessary to repair Your Product for problems due to functional part failures. **During the first 18 months** of this Plan We will provide a one-time equipment rental reimbursement of \$50 in the event Your Product cannot be repaired within 4 weeks after taking it to a designated service center (rental must be for same equipment as Product), and a one-time accidental damage reimbursement to the drive/propeller shaft up to \$75; power surge protection.

**For Fitness Equipment & Other Sporting Goods:** If you purchased a **Residential Coverage Plan** or **Commercial Coverage Plan** as indicated on the Proof of Purchase, Your invoice or sales receipt, We will repair or replace Your Product for mechanical and electrical failures, including power surge, that occur during normal use and operation in accordance with the manufacturer's written specifications. Residential Coverage Plans only cover residential use of Your Product. Commercial Coverage Plans are available only for products used in commercial environments (except dues facility gyms and health clubs) including but not limited to hotels, motels, multi-housing, country clubs, homeowner's associations, corporations, senior living centers, hospitals, schools, churches and police and fire stations. Only Residential and Commercial Coverage Plans cover the repair and replacement of functional factory installed belts (including treadmill walking belts) and rollers required for the performance of Your Product. If You purchased a **Labor Only Coverage Plan** as indicated in the POP, we will only cover the cost of labor to repair Your Product due to electrical failure and mechanical breakdown occurring during normal use and operation of Your Product.

**NO LEMON POLICY:** During the term of this Plan, and subject to Our Limit of Liability, after 3 service repairs have been completed on the same component of an individual Product and that Product component requires a 4<sup>th</sup> repair, as determined by Us, We will replace it with a product of comparable performance or pay You the remaining Limit of Liability. If We replace Your Product, there is no longer any obligation for the replaced product under this Plan.

**HOW TO GET SERVICE:** You must Contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 546-2109 between the hours of 8:00 AM and 6:00 PM eastern time or go online to [www.safeware.com](http://www.safeware.com).

**For Replacement Plans:** You must provide the original sales receipt in order for a claim to be processed. You may be required at the discretion of the Administrator to ship Your defective item to the Administrator at the address on the top of this Plan. The Administrator will issue You a return authorization number (RA#). You must write the RA# on the outside of the package. Products shipped without the RA# may be refused. Products found to be non-defective will be returned to You. You are responsible for all costs of postage, insurance, packaging and shipping. Please make sure Your product is properly protected with bubble wrap or other protective materials. Replacement will not be provided if Your product is damaged in shipping.

**For Repair Plans:** All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Plan, can be due to simple circumstances such as the Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.

**EMERGENCY SERVICE:** Emergency Service is available for the following items ONLY: REFRIGERATORS; FREEZERS; HUMIDIFIERS; DEHUMIDIFIERS; AIR CONDITIONERS; HEATERS/FURNACES; MICROWAVE OVENS (ONLY IF A CONVENTIONAL OVEN IS NOT AVAILABLE); CONVENTIONAL OVEN (ONLY IF A MICROWAVE OVEN IS NOT AVAILABLE). If after 6:00 PM eastern time, You require service, You may contact any manufacturer authorized service repair facility listed online or in Your local phone book. Mail Us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.

**SERVICE DELIVERABLES:** There may be a Deductible required to obtain service for Your Product as indicated on the POP. You will receive service on Your Product as described below:

**Carry-In:** Unless otherwise provided in this Plan, Products must be delivered and picked up by You at Our authorized service center during normal business hours.

**In-Home/On-Site:** Service will be performed in Your home or On-Site as indicated on the Proof of Purchase. If You purchased Above Ground Pool Coverage, service will be performed at Your home only for in-ground pumps, pool liners, pool frames and wall repairs. The authorized service center may opt to remove the Product to perform service in-shop. Your product will be returned upon completion. Additional time and mileage charges may be applicable for in-home repairs outside of 25 contiguous land miles or the normal service radius of the authorized service center which may not be covered by this Plan and would be Your responsibility.

**Reimbursement:** If we are reimbursing You for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan" You are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnosis fees, trip charges, sales tax and installation. Once Your Product is repaired You may file a claim with Us for reimbursement. We are not responsible for delay in service or loss of use of Your Product, quality of service or workmanship or defective replacement parts provided by the servicer. **How to file a reimbursement claim:** You must mail or fax (614) 781-0559 Us a copy of the completed rental or repair invoice. The service facility or rental invoice must include the Make, Model and Serial Number of Your Product, the reason for repair and cause of loss of Your Product, and Your name, address and phone number. We will reimburse You as indicated above in this Plan, less any applicable Deductible as indicated on the Proof of Purchase.

**WHAT IS NOT COVERED:**

- (A) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;**
- (B) PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;**
- (C) CLEANING; PERIODIC CHECKUPS; PREVENTIVE MAINTENANCE;**
- (D) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN AND/OR ANY PRODUCT SOLD USED OR "AS-IS", INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;**
- (E) PART OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN, AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, LIGHT BULBS, ETC.;**

- (F) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A PRODUCT; FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; EXTERNAL CAUSES OF ANY KIND, INCLUDING THIRD PARTY ACTIONS; FIRE; THEFT; INSECTS; ANIMALS; EXPOSURE TO WEATHER; WINDSTORM; SAND; DIRT; HAIL; EARTHQUAKE; FLOOD; WATER; ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- (G) LOSS OR DAMAGE CAUSED BY WAR; INVASION; ACT OF FOREIGN ENEMY; HOSTILITIES; CIVIL WAR; REBELLION; RIOT; STRIKE; LABOR DISTURBANCE; LOCKOUT; OR CIVIL COMMOTION;
- (H) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR AWAITING PARTS;
- (I) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS UNLESS YOU PURCHASED A COMMERCIAL COVERAGE PLAN;
- (J) FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA;
- (K) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO FRAMES, SCRATCHES, PEELING & DENTS;
- (L) UNAUTHORIZED REPAIRS AND/OR PARTS;
- (M) COST OF INSTALLATION, SETUP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS PROVIDED HEREIN;
- (N) ACCESSORIES USED IN CONJUNCTION WITH A PRODUCT INCLUDING REMOTE CONTROLS;
- (O) ANY OTHER LOSS OTHER THAN A COVERED BREAKDOWN;
- (P) SERVICE WHERE NO PROBLEM CAN BE FOUND; NOISES; SQUEAKS; BREAKDOWNS WHICH ARE NOT REPORTED DURING THE TERM OF THIS PLAN;
- (Q) ADDITIONAL EXCLUSIONS SPECIFIC TO YOUR PRODUCT:

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Plan only covers the operating condition of Your Product and does not cover:

- (1) Non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; light bulbs, projection bulbs,
- (2) Any installed accessory item, e.g., gas or electronic connectors;
- (3) Any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal;
- (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and
- (5) Burned-in image in CRT, PLASMA, LCD or any other type of display.

Specific to Above Ground Pools: In addition to any applicable exclusions listed above, We do not cover damage caused by or due to:

- (1) Failure due to, but not limited to, improper water chemistry, freezing, plumbing, water loss, negligence, fire, lightning, power failures and/or surges, rust, corrosion, water supply failure and moisture related problems on electronic accessories;
- (2) Draining or refilling pool with water; and
- (3) Nonfunctional or aesthetic parts, except as noted above, including but not limited to decks, vacuums and hoses.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, We do not cover damage caused by or due to:

- (1) Overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse;
- (2) Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;
- (3) Broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
- (4) Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Plan; and
- (5) Toner and ink cartridges; cables.

**Specific to Jewelry:** In addition to the exclusions listed above We will not replace damaged, lost or stolen gem stones or beads.

**Specific to Lawn & Garden Equipment and Power Tools:** In addition to any applicable exclusions listed above We do not cover:

(1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments;

(2) We do not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust;

(3) We do not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

**Specific to Fitness Equipment & Other Sporting Goods:** In addition to any applicable exclusions listed above We do not cover:

(1) Failure of non-operating components such as frames, cabinets, finish, doors, racks, shelves, software media; remote controls;

(2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

(3) Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "(3) COVERAGE:".

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

**CONDITIONS:**

1. **PLAN TERMS:**

**Replacement Plans:** For the Replacement Plan, the term of this Plan begins on the date of purchase and continues for a period of 2 years or until a claim is paid, whichever occurs first. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. A renewal service agreement is not available for the Replacement Plan. THIS PLAN DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

**Repair Plans:** For the Repair Plan the term of this Plan begins on the date of purchase or actual delivery date of the product and continues for the period indicated on the face of this Plan or as indicated in the Proof of Purchase. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the event Your Product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until covered repair has been completed. THIS PLAN DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

2. **LIMIT OF LIABILITY:**

**Replacement Plan:** The limit of liability under the replacement plan is the value of the Product at the time of purchase, excluding sales tax, diagnostic fees, delivery and handling. This Plan shall expire upon issuance of Your refund check or replacement of product.

**Repair Plan:** Our limit of liability for Your Product under the Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of similar features. In no event will our total liability for repairs or replacement exceed Your purchase price for the Product, excluding sales tax, diagnostic fees, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Plan. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.

3. **RENEWABILITY:** This Plan is not renewable.

4. **TRANSFERABILITY:** This Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan and Your POP, along with the name, address, and phone number of the new owner, the date of new ownership, and a \$10 transfer fee. The manufacturer's warranty may not be transferrable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above. *The Replacement Plan is not transferable.*

5. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. territories including Guam, Puerto Rico or U.S. Virgin Islands.

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

7. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan.

8. **CANCELLATION:** You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

9. **INSURANCE:** This is not a contract of insurance. The Obligations of the Provider under this Plan are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Obligor fails to provide service or pay a claim within 60 days, after proof of loss has been provided, you may submit your claim directly to the insurer at the above address. *In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.*
10. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## **STATE DISCLOSURES:**

The Plan is amended and the language below governs if You purchased this Plan in a state listed below.

### **Alabama**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### **Arizona**

**WHAT IS NOT COVERED** is amended as follows: Exclusion (A) does not apply to conditions occurring prior to the sale of the Product by the Obligor, its assignees, subcontractors and/or representatives.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows: Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

**CONDITIONS – Section 8 Cancellation** is amended as follows: If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata Plan purchase price, regardless of prior services rendered under the Plan.

### **Arkansas**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows:

“A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

### **California**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following: For California Residents – The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Plan provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Plan. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class. Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.”

Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan. All costs and expenses of the arbitration will be shared equally by You and Us.

All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300% of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEARHFTI at (916) 999-2041, or You may write to BEARHFTI 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or You may visit their website at [www.bearhtfi.ca.gov](http://www.bearhtfi.ca.gov).

**CONDITIONS – Section 8 Cancellation** is amended as follows:

For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is canceled: (a) within 60 days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 60 days, You will receive a pro rata refund, less the cost of any service received.

### Colorado

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### Connecticut

**Conditions – Section 1 Plan Terms** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in CGS 42-260 et. al. If You purchase this Plan in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Plan price, the cost of repair of the Product and a copy of this Plan.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. If We cancel this Plan for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

### Florida

The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Plan shall be canceled by Us for fraud or material misrepresentation, including but not limited to rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by Us. In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than 60 days before cancellation is effective.

This Plan can be canceled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is canceled: (a) within 30 days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 30 days, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

### Georgia

**WHAT IS NOT COVERED** is amended as follows: This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

The phrase “**LESS CLAIMS PAID**” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan.

#### **Hawaii**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Illinois**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative after the effective date of this Plan.

#### **Maine**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Massachusetts**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Maryland**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Michigan**

**CONDITIONS – Section 1 Plan Terms** is amended as follows:

If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

#### **Minnesota**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Missouri**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

#### **Montana**

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Obligor shall mail a written notice to the Plan holder at the last-known address of the Plan holder contained in the records of the provider at least 5 days prior to the cancellation by the Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the Plan purchase price, a material misrepresentation by the You to the Obligor, or a substantial breach of duties by the Plan holder relating to the Product or its use. Any cancellation notice must state the effective date and reason for the cancellation.

#### **Nebraska**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following: Notwithstanding anything in this Plan to the contrary, if You and We mutually agree at the time of loss, this Plan provides for arbitration if there is an unresolved dispute between You and Us concerning this Plan. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan.

#### **Nevada**

**EMERGENCY SERVICE** is amended to include:

If Your covered Failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your Product will commence within 24 hours after You report Your claim. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then We will provide a status report to You.

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

If You decide to cancel this Plan within 30 days of purchase, You are entitled to a 100% refund of the Plan purchase price. If You cancel this Plan after 30 days from purchase, You will receive a pro-rata refund based on the days remaining. If We fail to pay the cancellation refund within 45 days of Your written request, We will pay You a penalty of 10% of the Plan purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. Regardless of who cancels the Plan, the cost of claims paid or services provided will not be deducted from any refund issued.

#### **New Hampshire**

In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The following language is added: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

#### **New Jersey**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **New Mexico**

**CONDITIONS – Section 8 Cancellation** is deleted and replaced with the following:

You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of the Plan. If You cancel after 30 days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within 30 business days from the cancellation

request. If You do not receive a full refund or credit within 60 days, a 10% penalty for each 30-day period or portion thereof shall be applied to a refund. If this Plan has been in force for a period of 70 days, We may not cancel before the expiration of the Plan term or 1 year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

#### **New York**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after You cancel the Plan.

#### **North Carolina**

The purchase of this Plan is not required either to purchase or to obtain financing for Your Product.

**CONDITIONS – Section 8 Cancellation** is amended as follows: “We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Plan.” Is deleted and replaced with We may not cancel this Plan except for non-payment by You or for violation of any of the terms and conditions of the Plan.

#### **Ohio**

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

#### **Oklahoma**

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

You may cancel this Plan at any time by surrendering it or providing written notice to the Selling Retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to the Administrator at the address listed above. You may cancel this Plan for any reason. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt of the Plan, You shall receive a refund based upon 100% of the unearned pro-rata Plan purchase price less an administrative fee not to exceed 10% of the unearned pro-rata Plan purchase price or \$25, whichever is less, and less the cost of claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If We cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata Plan purchase price. We may not cancel this Plan without providing You with written notice at least 30 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

#### **Oregon**

**NOTICE** – Sentence (2) is deleted.

**EMERGENCY SERVICE** – is deleted in its entirety and replaced with the following:

Emergency service is available. In the event You require an emergency repair when the Administrator's office is not open, you may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from a Failure covered under the terms and conditions of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

#### **South Carolina**

If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

### Texas

Unresolved complaints concerning a Provider or questions concerning the registration of a Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

**CONDITIONS – Section 9 Insurance** is amended as follows:

You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the Plan is returned to the Provider.

### Utah

This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association.

**EMERGENCY SERVICE** is deleted in its entirety and replaced with the following:

Emergency service is available. If after 6:00 PM eastern time, You require service, You may contact any manufacturer authorized service repair facility. Mail us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We may cancel this Plan due to the following reasons:

- Non-payment of the Plan purchase price;
- Material misrepresentation;
- Substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk at Plan inception; and/or
- Substantial breaches of contractual duties, conditions or warranties.

If We cancel this Plan due to material misrepresentation, substantial change in risk or substantial breach of contractual duties, You will be notified 30 days prior to cancellation. If We cancel this Plan due to nonpayment, You will be notified 10 days prior to Plan cancellation. Any cancellation notice must state the effective date and reason for the cancellation.

### Vermont

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Vermont".

### Virginia

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Virginia".

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We must provide You with a written notice at least 21 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

### Washington

Exclusions from coverage are limited to those expressly stated under the WHAT IS NOT COVERED section above.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Washington".

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written

notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation.

**CONDITIONS – Section 9 Insurance** is deleted and replaced with:

This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan.

#### **Wisconsin**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WHAT IS NOT COVERED** is amended as follows:

Exclusion (L) UNAUTHORIZED REPAIR is deleted.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

This Plan shall not be canceled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. In the event Your Product is total loss, You may cancel this Plan and receive a pro-rata refund of the Plan purchase price, less any claims paid. No cancellation fee will be charged.

**CONDITIONS – Section 9 Insurance** is amended as follows:

If the Provider ceases to operate, becomes insolvent or otherwise financially impaired, You may file a claim directly with the Service Contract reimbursement insurer for reimbursement.

#### **Wyoming**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

***These terms & conditions are available by calling (800) 800-6132 to have a copy mailed to You.***

**TERMS AND CONDITIONS**  
**APPLIANCE MAJOR COMPONENT PROTECTION PLAN**

**Plan Administrator:**  
**SAFEWARE**  
**5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(800) 800-6132**  
**www.safeware.com**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a legal contract. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the POP to determine the term of this Plan.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or Selling Retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017, Attn: ESP Administration or call (800)-800-6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Plan expiration date.

**NOTICE:** (1) THE SELLING RETAILER MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "Provider", "Obligor", "We", "Us" and "Our" mean the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206.;
- (2) "Administrator" and "SAFEWARE", mean Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800-1492.;
- (3) "Deductible" means the amount You are required to pay for covered repairs and replacements;
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown of the listed Qualifying Product Component resulting from defects in materials or workmanship during normal usage of Your Product;
- (5) "Plan" means the terms, conditions, limitations, exceptions and exclusions, including Your Product Proof of Purchase;
- (6) "Product" means the item(s) shown on the POP, which You purchased and which is covered by this Plan;
- (7) "Proof of Purchase" and "POP" mean the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
- (8) "Selling Retailer" means the entity selling the Product and this Plan;  
"You" and "Your" refer to the purchaser of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred.

**DEDUCTIBLE:** There is no Deductible required to obtain service on Your Product.

**WHAT IS COVERED:**

**Repair Plan:** This Agreement covers only 1 product. If multiple products are listed on Your Proof of Purchase and are included as a Product under this single Agreement, We will only cover the product first listed. We have no liability to cover the remaining listed products. Coverage is provided as indicated below under "Covered Components" and only on a new Product that has a minimum manufacturer's warranty of 1 year parts and labor coverage. In the event this Agreement is sold without an Extended Service Plan, coverage includes the underlying manufacturer's warranty and is for a total of 5 years from the date You purchased Your Product. In the event this Agreement is sold in combination with an Extended Service Plan, coverage will begin upon expiration of the applicable Extended Service Plan and extends for 5 years from the date of such expiration. Initially Your Product will be protected under the manufacturer's limited warranty or applicable Extended Service Plan. If at any time after the manufacturer's limited warranty and applicable Extended Service Plan expire a "Covered Component" should become defective, except as indicated in "WHAT IS NOT COVERED," You will receive reimbursement only for the replacement component part up to the Limits of Liability stated herein. Replacement parts shall be provided at Our option with new, remanufactured or non-original manufacturer parts. This Agreement does not cover trip charges, diagnosis fees, breakdown charges, tax, delivery, shipping or labor for installation. If, however the manufacturer covers the defective component during the Term as indicated below, and not the cost of labor, We will reimburse only the labor charge to install that covered component, except during the 1<sup>st</sup> year, as indicated in the Limit of Liability herein.

**The following Components are covered for each listed Qualifying Product.**

- *Refrigerator, freezer, dehumidifier, room air conditioner:* Compressor
- *Microwave oven:* Magnetron tube
- *Washing machine:* Transmission, Direct drive motor
- *Dishwasher:* Motor
- *Gas/Electric dryer, vacuum cleaner, range hood, compactor:* Motor, Heating element & igniter
- *Electric range, cook tops, wall ovens:* Bake & broil surface, Elements (except halogen & induction)
- *Gas range:* Igniters, Spark modules

**REGISTRATION:** It is not necessary to register Your Product in order to validate this Agreement.

**YOUR RESPONSIBILITIES:** You must follow the instructions that are in the manufacturer's owner's manual for proper use, care and maintenance of Your Product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Agreement.

**HOW TO GET SERVICE:** You must Contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 546-2109 between the hours of 8:00 AM and 6:00 PM eastern time or go online to [www.safeware.com](http://www.safeware.com). All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.

**EMERGENCY SERVICE:** Emergency Service is available for the following items ONLY: REFRIGERATORS; FREEZERS; HUMIDIFIERS; DEHUMIDIFIERS; AIR CONDITIONERS; HEATERS/FURNACES; MICROWAVE OVENS (ONLY IF A CONVENTIONAL OVEN IS NOT AVAILABLE); CONVENTIONAL OVEN (ONLY IF A MICROWAVE OVEN IS NOT AVAILABLE). If after 6:00 PM eastern time, You require service, You may contact any manufacturer authorized service repair facility listed online or in Your local phone book. Mail us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS AGREEMENT WILL APPLY.

**SERVICE DELIVERABLES:** There may be a Deductible required to obtain service for Your Product as indicated on the Proof of Purchase. You will receive service on Your Product as described below:

**Carry-In:** Unless otherwise provided in this Agreement, Products must be delivered and picked up by You at Our authorized service center during normal business hours.

**In-Home/On-Site:** Service will be performed in Your home or on-site as indicated on the POP. The authorized service center may opt to remove the Product to perform service in-shop. Your Product will be returned upon completion. Additional time and mileage charges may be applicable for in-home repairs outside of 30 contiguous land miles or the normal service radius of the authorized service center which may not be covered by this Agreement and would be Your responsibility.

**Reimbursement:** Once Your Product is repaired You may file a claim with Us for reimbursement. We are not responsible for delay in service or loss of use of Your Product, quality of service or workmanship or defective replacement parts provided by the servicer. **How to file a reimbursement claim:** You must mail or fax **(614) 781-0559** the Administrator a copy of the completed rental or repair invoice. The service facility or rental invoice must include the make, model and serial number of Your Product, the reason for repair and cause of loss of Your Product, and Your name, address and phone number. We will reimburse You as indicated above in this Agreement, less any applicable deductible as indicated on the POP.

**WHAT IS NOT COVERED:**

- (A) ANY PART OR MATERIAL DESIGNED TO BE CONSUMED DURING THE LIFE OF THE PRODUCT, SUCH AS BUT NOT LIMITED TO, ACCESSORIES; ATTACHMENTS; EXTERNAL HOSES; FILTERS; FLUIDS; GASKETS; PRODUCTS WITH LESS THAN ONE-YEAR MANUFACTURER PARTS AND LABOR WARRANTY; MULTIPLE QUALIFYING PRODUCTS;**
- (B) COSTS OR DAMAGE RESULTING FROM: ABUSE; IMPROPER ELECTRICAL WIRING OR CONNECTIONS; IMPROPER GAS OR WATER CONNECTIONS; MISUSE; NEGLIGENCE;**
- (C) DAMAGE OR COSTS RESULTING FROM: UNAUTHORIZED ALTERATIONS OR MODIFICATIONS; USING A PRODUCT IN ANY MANNER OR COMBINATION THAT IS OUTSIDE THE GUIDELINES APPROVED BY THE MANUFACTURER;**
- (D) DAMAGE TO, FAILURE OF, OR DEFECT IN A COSMETIC OR NONOPERATIONAL COMPONENT THAT DOES NOT INHIBIT THE PROPER OPERATION AND PERFORMANCE OF A COVERED ITEM.**
- (E) FAILURE, INOPERABILITY, OR DISRUPTION OF A PRODUCT OR PRODUCT FUNCTION DUE TO ANY DESIGN FLAW.**
- (F) FAILURES, DAMAGE OR LOSS CAUSED BY GENERAL ENVIRONMENTAL CONDITIONS OR BY ANY PHYSICAL FORCE OR OBJECT THAT IS EXTERNAL TO THE PRODUCT, WHETHER ACCIDENTAL OR INTENTIONAL, INCLUDING BUT NOT LIMITED TO: ANY DISASTER, WHETHER NATURAL (ACTS OF GOD) OR MAN-MADE, WHETHER LOCAL OR WIDESPREAD; CORROSION; FIRE; FLOOD; ICE; RIOT; RUST; VANDALISM;**
- (G) LABOR OR PARTS COVERED BY ANY OTHER WARRANTY, SERVICE AGREEMENT, INSURANCE POLICY OR MANUFACTURER RECALL IN EFFECT AT THE TIME OF THE FAILURE;**
- (H) PRODUCTS OR COMPONENTS USED FOR ANY COMMERCIAL, PUBLIC, OR LEASE PURPOSES; PRODUCT THAT IS REFURBISHED OR REMANUFACTURED;**
- (I) REPAIR OR REPLACEMENT DUE TO FAILURE TO PROPERLY INSTALL, SETUP, OPERATE, MAINTAIN, OR CLEAN THE PRODUCT IN ACCORDANCE WITH LOCAL CODES AND THE MANUFACTURER'S PRINTED INSTRUCTIONS;**
- (J) HALOGEN OR INDUCTION ELEMENTS; REPAIR OR REPLACEMENT DUE TO LOSS OF POWER OR LACK OF PROPER COOLANTS AND/OR LUBRICANTS;**
- (K) REPLACEMENT DUE TO CONDITION OF THE PRODUCT THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT;**
- (L) ROUTINE PERIODIC OR PREVENTATIVE MAINTENANCE, CLEANING, OR TUNE-UPS; MINOR ADJUSTMENTS AND SETTINGS OUTLINED IN THE PRODUCT OWNER'S MANUAL THAT THE USER CAN PERFORM; COSTS RELATED TO ANY SERVICE REQUEST THAT RESULTS IN CUSTOMER EDUCATION OR NO PROBLEM FOUND;**
- (M) SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF, OR DUE TO: LOSS; LOSS OF USE;**
- (N) BODILY INJURY, PROPERTY DAMAGE OR THIRD-PARTY ACTIONS.**

**IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "(3) COVERAGE:".**

**YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.**

**IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.**

**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.**

**CONDITIONS:**

1. **PLAN TERMS:** The term of this Agreement begins as of the date You purchase the Product and continues for the period indicated on the Proof of Purchase.
2. **LIMIT OF LIABILITY:** During the term of this Agreement You are entitled to only 1 claim consisting of 1 defective Component part. Our Limit of Liability on such claim shall not exceed the actual replacement price of the covered Component part being replaced or the actual cost of labor as described herein, and in no event for more than \$250, excluding taxes, delivery and installation. Once a claim is paid, this Plan is fulfilled and coverage ends.
3. **RENEWABILITY:** The Replacement Plan is not renewable and the Repair Plan may be renewed at Our discretion and for a period not to exceed 1 year.
4. **TRANSFERABILITY:** This Plan is not transferable.
5. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. territories including Guam, Puerto Rico or U.S. Virgin Islands.
6. **SUBROGATION:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
7. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan.

8. **CANCELLATION:** You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

9. **INSURANCE:** This is not a contract of insurance. The Obligations of the Provider under this Plan are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Obligor fails to provide service or pay a claim within 60 days, after proof of loss has been provided, you may submit your claim directly to the insurer at the above address. *In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.*
10. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## STATE DISCLOSURES:

The Plan is amended and the language below governs if You purchased this Plan in a state listed below.

### Alabama

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### Arizona

**WHAT IS NOT COVERED** is amended as follows: Exclusion (A) does not apply to conditions occurring prior to the sale of the Product by the Obligor, its assignees, subcontractors and/or representatives.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows: Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.

**CONDITIONS – Section 8 Cancellation** is amended as follows: If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata Plan purchase price, regardless of prior services rendered under the Plan.

### Arkansas

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows:

“A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

### California

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following: For California Residents – The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Plan provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Plan. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class. Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.”

Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan. All costs and expenses of the arbitration will be shared equally by You and Us.

All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300% of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEARHFTI at (916) 999-2041, or You may write to BEARHFTI 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or You may visit their website at [www.bearhtfi.ca.gov](http://www.bearhtfi.ca.gov).

**CONDITIONS – Section 8 Cancellation** is amended as follows:

For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is canceled: (a) within 60 days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 60 days, You will receive a pro rata refund, less the cost of any service received.

### Colorado

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### Connecticut

**Conditions – Section 1 Plan Terms** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in CGS 42-260 et. al. If You purchase this Plan in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Plan price, the cost of repair of the Product and a copy of this Plan.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. If We cancel this Plan for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

### Florida

The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Plan shall be canceled by Us for fraud or material misrepresentation, including but not limited to rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by Us. In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than 60 days before cancellation is effective.

This Plan can be canceled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is canceled: (a) within 30 days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 30 days, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

### Georgia

**WHAT IS NOT COVERED** is amended as follows: This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

The phrase “**LESS CLAIMS PAID**” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan.

#### **Hawaii**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Illinois**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative after the effective date of this Plan.

#### **Maine**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Massachusetts**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Maryland**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Michigan**

**CONDITIONS – Section 1 Plan Terms** is amended as follows:

If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

#### **Minnesota**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Missouri**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

#### **Montana**

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Obligor shall mail a written notice to the Plan holder at the last-known address of the Plan holder contained in the records of the provider at least 5 days prior to the cancellation by the Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the Plan purchase price, a material misrepresentation by the You to the Obligor, or a substantial breach of duties by the Plan holder relating to the Covered Product or its use. Any cancellation notice must state the effective date and reason for the cancellation.

#### **Nebraska**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following: Notwithstanding anything in this Plan to the contrary, if You and We mutually agree at the time of loss, this Plan provides for arbitration if there is an unresolved dispute between You and Us concerning this Plan. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan.

#### **Nevada**

**EMERGENCY SERVICE** is amended to include:

If Your covered Failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your Product will commence within 24 hours after You report Your claim. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then We will provide a status report to You.

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

If You decide to cancel this Plan within 30 days of purchase, You are entitled to a 100% refund of the Plan purchase price. If You cancel this Plan after 30 days from purchase, You will receive a pro-rata refund based on the days remaining. If We fail to pay the cancellation refund within 45 days of Your written request, We will pay You a penalty of 10% of the Plan purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. Regardless of who cancels the Plan, the cost of claims paid or services provided will not be deducted from any refund issued.

#### **New Hampshire**

In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The following language is added: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

#### **New Jersey**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **New Mexico**

**CONDITIONS – Section 8 Cancellation** is deleted and replaced with the following:

You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of the Plan. If You cancel after 30 days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within 30 business days from the cancellation

request. If You do not receive a full refund or credit within 60 days, a 10% penalty for each 30-day period or portion thereof shall be applied to a refund. If this Plan has been in force for a period of 70 days, We may not cancel before the expiration of the Plan term or 1 year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

#### **New York**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after You cancel the Plan.

#### **North Carolina**

The purchase of this Plan is not required either to purchase or to obtain financing for Your Product.

**CONDITIONS – Section 8 Cancellation** is amended as follows: “We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Plan.” Is deleted and replaced with We may not cancel this Plan except for non-payment by You or for violation of any of the terms and conditions of the Plan.

#### **Ohio**

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

#### **Oklahoma**

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

You may cancel this Plan at any time by surrendering it or providing written notice to the Selling Retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to the Administrator at the address listed above. You may cancel this Plan for any reason. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt of the Plan, You shall receive a refund based upon 100% of the unearned pro-rata Plan purchase price less an administrative fee not to exceed 10% of the unearned pro-rata Plan purchase price or \$25, whichever is less, and less the cost of claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If We cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata Plan purchase price. We may not cancel this Plan without providing You with written notice at least 30 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

#### **Oregon**

**NOTICE – Sentence (2)** is deleted.

**EMERGENCY SERVICE –** is deleted in its entirety and replaced with the following:

Emergency service is available. In the event You require an emergency repair when the Administrator's office is not open, you may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from a Failure covered under the terms and conditions of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

#### **South Carolina**

If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

### Texas

Unresolved complaints concerning a Provider or questions concerning the registration of a Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

**CONDITIONS – Section 9 Insurance** is amended as follows:

You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the Plan is returned to the Provider.

### Utah

This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association.

**HOW TO GET SERVICE** is amended as follows:

The sentence “You may be asked for a credit card number prior to service being performed” is deleted.

**EMERGENCY SERVICE** is deleted in its entirety and replaced with the following:

Emergency service is available. If after 6:00 PM eastern time, You require service, You may contact any manufacturer authorized service repair facility. Mail us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.

**SERVICE DELIVERABLES** is amended as follows:

There is no deductible required to obtain service.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We may cancel this Plan due to the following reasons:

- Non-payment of the Plan purchase price;
- Material misrepresentation;
- Substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk at Plan inception; and/or
- Substantial breaches of contractual duties, conditions or warranties.

If We cancel this Plan due to material misrepresentation, substantial change in risk or substantial breach of contractual duties, You will be notified 30 days prior to cancellation. If We cancel this Plan due to nonpayment, You will be notified 10 days prior to Plan cancellation. Any cancellation notice must state the effective date and reason for the cancellation.

### Vermont

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Vermont”.

### Virginia

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Virginia”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We must provide You with a written notice at least 21 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

### Washington

Exclusions from coverage are limited to those expressly stated under the WHAT IS NOT COVERED section above.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Washington”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation.

**CONDITIONS – Section 9 Insurance** is deleted and replaced with:

This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan.

#### **Wisconsin**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

This Plan shall not be canceled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. In the event Your Product is total loss, You may cancel this Plan and receive a pro-rata refund of the Plan purchase price, less any claims paid. No cancellation fee will be charged.

**CONDITIONS – Section 9 Insurance** is amended as follows:

If the Provider ceases to operate, becomes insolvent or otherwise financially impaired, You may file a claim directly with the Service Contract reimbursement insurer for reimbursement.

#### **Wyoming**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

***These terms & conditions are available by calling (800) 800-6132 to have a copy mailed to You.***