

## LOWE'S PROTECTION PLAN TERMS AND CONDITIONS

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

Congratulations! You have Plan coverage on Your Product. This document contains the terms and conditions about Your Plan, including what's covered, what's not, how to contact Us, etc.

**To obtain a large copy of these terms and conditions, please contact the Plan Administrator.**

### Definitions

**The following definitions apply to certain terms used in this Plan:**

- **Accidental Damage** means failures of the Product as a result of accidental damage (such as drops, collisions, liquid spills, structural breaks, and cracks).
- **Covered Failure** means failures of the Product due to Normal Wear and Tear, defects in materials and/or workmanship, or as a result of a Power Surge.
- **General Merchandise** includes all Product(s) which are not defined as Major Appliances, such as but not limited to water heaters, gas and electric grills, outdoor power equipment, ceiling fans, light fixtures, tools, and more.
- **Major Appliances** includes cooktops, dishwashers, dryers, freezers, over-the-range microwaves, range hoods, ranges, refrigerators (not compact), trash compactors, wall ovens, and washing machines.
- **Normal Wear and Tear** means a mechanical or electrical failure not caused by a defect in materials and/or workmanship. Normal Wear and Tear excludes failures that are the result of accidental or intentional damage, improper maintenance, abuse, misuse, consumable parts failure, unauthorized repair, cosmetic damage or defects, theft or loss. See the "Your Obligations" section below for more details.
- **Payment** means a merchandise credit or store credit with the Plan Seller. For Restock Your Food Reward and Re-installation Labor Coverage, Payment is made by check or prepaid debit card from the Plan Seller.
- **Plan** means these terms and conditions, Your sales receipt for the Product(s), and, if separate, the receipt for the purchase of Your service contract. Your sales receipt(s) describes the Product(s) and Plan Coverage Period.
- **Plan Administrator** means the entity responsible for the administration of this Plan. The Plan Administrator is Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697, 1-888-775-6937 or for PRO Protection Plan 1-866-877-6777.
- **Plan Holder/You/Your** means the owner of the Product(s) covered under this Plan and any assigned transferee.
- **Plan Coverage Period** means the period of time during which You have coverage under the Plan for the Product(s). Plan Coverage Period varies by Plan type. See "What is the Plan Coverage Period?" below.
- **Plan Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Plan. The Plan Provider is Federal Warranty Service Corporation in all states, except in Oklahoma where the Plan Provider is Assurant Service Protection, Inc., each located at P.O. Box 105689, Atlanta, GA 30348-

5689, 1-877-881-8578, and in Florida where the Plan Provider is United Service Protection, Inc. located at 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578. For water heaters, the Plan Provider is the same as stated above except in California, where Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697, 1-888-775-6937 is the Plan Provider or for PRO Protection Plan 1-866-877-6777.

- **Plan Seller** means the retailer from whom You purchased Your Plan as indicated on Your sales receipt.
- **Price** means the amount paid by You for this Plan as listed on Your sales receipt.
- **PRO Protection Plan** means a Plan covering Major Appliances Only available only to Lowe's 4PROS Partners.
- **Product(s)** means the specific item(s) You purchased as indicated on Your sales receipt as covered by this Plan.
- **Retail Cost** means the amount charged to You, pre-tax, for the Product covered under this Plan.

### **What Product(s) are Eligible for this Plan?**

This Plan is intended for Products used in properties such as, but not limited to, single-family homes, apartment homes, rental homes, and assisted living centers. This Plan is not for Products used for non-residential, multi-family use, commercial purposes or for short-term communal use.

### **What is the Plan Coverage Period?**

**For General Merchandise Plans for Products other than water heaters**, the Plan Coverage Period begins after the Product manufacturer's labor warranty ends; if no labor warranty is provided by the manufacturer, the Plan Coverage Period begins after the manufacturer's limited warranty ends. The Plan Coverage Period runs for the length of the term purchased by You as indicated on Your sales receipt.

**For General Merchandise Plans for water heaters**, coverage includes on-site labor for eligible water heater Products. Parts are not covered under this Plan, except in the event of a Power Surge. If the manufacturer provides a labor warranty, the Plan Coverage Period begins after the manufacturer's labor warranty ends; if the manufacturer does not provide a labor warranty, the Plan Coverage Period begins on date of Plan purchase. The Plan Coverage Period runs for the length of the term purchased by You as indicated on Your sales receipt.

**For Major Appliance Plans and PRO Protection Plans (for Major Appliances)**, the Plan Coverage Period begins on the date that You purchased the Product, or on the date Your Product was delivered or installed, whichever is later. The Plan Coverage Period will continue for the length of time purchased by You as indicated on Your sales receipt.

**Except for the Payback Reward, all benefits end with your Plan Coverage Period as defined above.** Some benefits begin from the date You purchase the Product; see "Plan Benefits" section for details.

### **What About the Manufacturer?**

Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer. Your Product(s) may have a labor and/or parts warranty from the manufacturer that may provide additional or overlapping coverage with this Plan. Review Your manufacturer's warranty. Nothing in the Plan will limit or discharge any manufacturer's obligations.

### **What are the Plan Benefits?**

Plan benefits vary by Product. The following benefits as described in the table below are available but may not be available for all Products within a category. See “Plan Benefits” section for details, including limitations and exclusions.

Major Appliances	General Merchandise	PRO Protection Plan (for Major Appliances ONLY)
Benefits for Covered Failure	Benefits for Covered Failure	Benefits for Covered Failure
Keep It Running Reward with Cosmetic Parts	Keep It Running Reward	On-Site Service or Pick Up
On-Site Service or Pick Up	On-Site Service, Pick Up, or Carry-In Service	Power Surge
Payback Reward	Payback Reward (limited to mowers, snow blowers and snow throwers)	Re-installation Labor Coverage
Power Surge	Power Surge	Restock Your Food Reward
Re-installation Labor Coverage	Re-installation Labor Coverage for water heaters	Fix It or Replace It
Repair Quick™	Repair Quick™	
Restock Your Food Reward	Restock Your Food Reward	
Fix It or Replace It	Accidental Damage Coverage for Power Tools	
	Fix It or Replace It	

### Plan Benefits

**Benefits for Covered Failure:** For Products where service is available from the Plan Administrator, Your Product will be restored to normal operating condition if it has failed due to a Covered Failure during the Plan Coverage Period. Your Plan covers all labor and/or parts costs necessary to repair Your Product for problems due to Covered Failure. Genuine manufacturer’s parts will be used whenever possible; however, the use of non-original manufacturer’s and re-manufactured parts is allowed under this Plan. For Products where service is not available from the Plan Administrator, Your Plan provides a one-time Payment for the Retail Cost of the Product plus applicable tax if it has failed due to a Covered Failure during the Plan Coverage Period, at which point Your Plan is deemed fully satisfied and the coverage provided under Your Plan will not be transferable to any replacement product. **The Plan Administrator determines if service is available** based on availability of authorized providers, limitation of liability, and other incidental factors which may lead to the decision to offer Payment instead of service.

**Keep It Running Reward:** We recommend You maintain Your Product(s) per the manufacturer’s instructions, to help extend the life of Your Product(s) and save You time and money. From the date You purchase Your Plan, You can request a 50% Payment of the cost and sales tax on the preventative maintenance parts listed below for Your Product that are purchased on or after the date You purchased the Plan. The Payment is limited to \$100 for each twelve-month period during the Plan Coverage Period, starting on the date of Your Plan purchase. To qualify, preventative maintenance parts must be purchased from Lowe’s or one of its subsidiaries, Lowes.com, or through ApplianceParts.Lowes.com. Parts outside of the items listed below, and parts listed below but not purchased from Lowe’s or one of its subsidiaries, will receive Payment at the sole discretion of the Plan Administrator. In order to obtain Payment, You must contact the Plan Administrator. You will be required to provide the Plan Administrator with copies of all applicable sales receipts to obtain the Payment. Keep It Running Reward does not affect Your eligibility for the Payback Reward benefit. The PRO Protection Plan is not eligible for Keep It Running Reward.

- Major Appliances: Water filters, air filters, coil brushes, lint brushes, aluminum vents, hoses, water lines, washer fresheners, rinse aids, and cooktop cleaners.
- Small Appliances: Water filters, carbon filters (coffee makers), vacuum bags, vacuum belts, vacuum filters.
- Outdoor Power Equipment: Belts, blades, batteries, spark plugs, filters, fluids, string line, chain saw files, blade sharpener/balancer kits, and covers.
- Gas and Electric Grills: Covers, burners, grates and cleaners/brushes, grill sprays.
- Plumbing: Water softener salt and filters for whole house water filtration systems.

**Keep It Running Reward with Cosmetic Parts:** Same benefits and requirements as the Keep It Running Reward but additionally You can request a 50% Payment of the cost and sales tax for cosmetic parts for Major Appliances listed below for Your Product that are purchased on or after the date You purchased Your Plan. The Payment for cosmetic parts is limited to \$100 Payment for each twelve-month period during the Plan Coverage Period, starting on the date of Your Plan purchase. To qualify, cosmetic parts must be purchased from Lowe's or one of its subsidiaries, Lowes.com, or through ApplianceParts.Lowes.com.

- Major Appliance Cosmetic Parts: Bins, shelves, handles, knobs, drip pans, oven racks, dishwasher racks, and trim kits.

**On-Site Service, Pickup, or Carry-In Service:** For Products where service is available from the Plan Administrator, if On-Site Service or Pickup is provided for the full term of the manufacturer's warranty, then it will also be provided to You under this Plan during the Plan Coverage Period. If On-Site Service or Pickup is not provided for the full term of the manufacturer's warranty, then it will not be provided under this Plan and You will be responsible for the costs to transport Your Product to a repair facility as determined and authorized by the Plan Administrator. You must call the Plan Administrator at 1-888-77LOWES (56937) or for PRO Protection Plan 1-866-877-6777 to receive authorization for repairs prior to transporting Your Product.

- **For outdoor power equipment Products with a Retail Cost of \$799 and over**, Your Plan includes Pickup and delivery between Your residence and the repair facility for Covered Failure from date of Plan purchase. **Outdoor power equipment Products with a Retail Cost of less than \$799** are only eligible for Carry-In Service for Covered Failure.

**Payback Reward:** For Major Appliances, mowers (riding mowers, zero-turn, and push lawnmowers), and snow blowers & snow throwers, upon expiration of Your Plan, and after you contact the Plan Administrator, We will provide Payment to You for 30% of the Price of Your Plan if You have not made a service claim. You must contact the Plan Administrator within sixty (60) days of the end of the Plan Coverage Period to claim this benefit. The PRO Protection Plan is not eligible for Payback Reward.

**Power Surge:** If Your Product is electrically powered, this Plan covers parts and labor due to failure of Your Product as a result of power surge from the date of Your Plan purchase, as determined by an authorized technician if service is necessary and available, or by the Plan Administrator if not.

**Re-installation Labor Coverage:** For built-in Major Appliances, water softeners, and water filtration systems, if Your Product cannot be repaired and needs to be replaced as determined by the Plan Administrator during the Plan Coverage Period, this Plan provides reimbursement for professional re-installation labor for the replacement Product through a Payment. **For water heaters**, from the date of Your Plan purchase, if Your water heater cannot be repaired and needs to be replaced (as determined by the manufacturer under the manufacturer's warranty or by the Plan Administrator for power surge losses), this Plan provides reimbursement for professional re-installation labor for the replacement Product, through a Payment, to the extent not covered by the manufacturer's warranty.

**Repair Quick™:** For Products where service is available from the Plan Administrator during the Plan Coverage Period and service has been scheduled, if Your Product is not repaired within seven (7) days, You will receive a one-time Payment of \$50. If Your Plan includes On-Site Service or Pick-Up, the clock starts ticking on this turnaround time once You have contacted the Plan Administrator and reported the failure, as long as You are able to accommodate Our first available service appointment. If You are not able to accommodate the first available service appointment, We start the clock ticking as of the date of the first service visit. If Your Plan does not include On-Site Service or Pickup, the clock starts ticking on this turnaround time once Your Product has been delivered to the pre-authorized location as directed by the Plan Administrator. This benefit starts after the manufacturer's warranty ends. This benefit does not apply to refrigerators or freezers. The PRO Protection Plan is not eligible for Repair Quick™.

**Restock Your Food Reward:** If Your Product is a refrigerator, freezer, or wine cooler and You incur a Covered Failure that results in food loss, You will be reimbursed by Payment for food spoilage up to \$300 for Major Appliance refrigerators and/or freezers, or \$100 for General Merchandise compact refrigerators and wine coolers. This amount is on each covered Product on a per-incident basis. Documented proof of loss is required. This benefit starts on the date of Your Plan purchase.

**What if We can't fix it?** If We, in Our sole discretion, determine that Your Product is not repairable during the Plan Coverage Period, We will issue a replacement Payment up to the Retail Cost of the Product, plus applicable sales tax. Upon providing You with the Payment for the non-repairable Product, the non-repairable

Product will become Our property, should We unilaterally elect to exercise Our rights to the Product. This Plan is deemed fully satisfied by Us by the issuance of a Payment up to the Retail Cost of the Product, plus applicable sales tax. The coverage provided under this Plan will not be transferable to any replacement product.

**Fix It or Replace It:** If You have three (3) covered service repairs completed on three (3) separate occasions (separated by 30 days) during the Plan Coverage Period, and Your Product requires a fourth repair, as determined by Us, We will issue You a replacement Payment, not to exceed the Retail Cost of the original Product, plus applicable sales tax. Service repairs performed under the manufacturer's warranty are not considered for this benefit. Please keep Your service receipts as We may require You to submit them to fulfill a claim under this benefit. A covered service repair does not include: consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, all rechargeable batteries, a no fault found diagnosis and repairs done outside the continental USA, Alaska and Hawaii.

**Accidental Damage Coverage for Power Tools ONLY:** If Your covered Product has failed due to Accidental Damage You can receive service, if available, from the Plan Administrator; if service is not available from the Plan Administrator, this Plan provides a one-time Payment for the Retail Cost of the covered Product plus applicable tax, at which point this Plan is deemed fully satisfied and the coverage provided under this Plan will not be transferable to any replacement product. This benefit starts on the date of Your Plan purchase and has a maximum Plan Coverage Period of five (5) years. This benefit does not cover Accidental Damage as a result of commercial use or professional use.

**Transferability:** From the date of Your Plan purchase, through Your Plan Coverage Period, You can transfer this Plan if You sell or give away the Product. Contact the Plan Administrator with the new owner's contact information, the Plan reference number and date of transfer.

**Other Limited Benefits:** During the Plan Coverage Period, We may provide You with other limited benefits, including, but not limited to, a limited period of access to technical support resources and tools (which may include access to mobile applications) for smart products and smart appliances ("Lowe's TechConnect", or "Technical Support") from date of Plan purchase. Technical Support includes assistance with setup, configuration, troubleshooting, and reset/recovery (except for data recovery) of smart products and smart appliances (as applicable), but does not supersede the manufacturer's warranty obligations, and is not considered a service repair under this Plan. Technical Support is not available for all Products. Other limited benefits may include alternative servicing options, claims management tools, and other support services.

### **Your Obligations**

To keep this Plan in force, You must maintain the Product(s) in accordance with the service requirements and manufacturer's specifications in Your owner's manual, including cleaning and maintenance. You promise and assure: (1) full cooperation with the Plan Administrator, technicians and authorized servicers during diagnosis and repair of the Product(s), including access to proper connections and requirements as specified by the manufacturer; (2) accessibility to the Product(s); (3) a non-threatening and safe environment for On-Site Service (in-home service); (4) the presence of an adult during the time of scheduled service; (5) that You will provide notification of any defect or deficiency in service within 90 days of discovery; (6) protect the Product(s) from further damage; and (7) follow the owner's manual.

### **What's Not Covered?**

This Plan Does Not Include Any of the Following:

- (1) REPAIRS OR REPLACEMENT CAUSED BY ACCIDENT OR INTENTIONAL DAMAGE, SPILLED LIQUIDS, RUST (UNLESS OTHERWISE NOTED IN THIS PLAN), INSECT INFESTATION/VERMIN, MISUSE, ABUSE, PRODUCT(S) WITH ALTERED OR MISSING SERIAL NUMBERS, FAILURES CAUSED BY EXTERNAL FACTORS AND ENVIROMENTAL CONDITIONS SUCH AS SULPHER, ETC.;**
- (2) UNAUTHORIZED REPAIRS AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;**
- (3) REPLACEMENT COST FOR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS REMOTES, BATTERIES, BAGS, BELTS, BULBS, SHELVES, RACKS, BURNERS, ETC.), UNLESS OTHERWISE NOTED IN THIS PLAN;**
- (4) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR UNAUTHORIZED INSTALLATION OR REPAIRS, INCLUDING COSMETIC CHANGES TO THE PRODUCT THAT NATURALLY OCCUR BUT DO NOT HINDER THE FUNCTIONALITY OF THE PRODUCT;**

- (5) SEIZED OR DAMAGED PARTS RESULTING FROM: FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS; THE USE OF CONTAMINATED OR IMPROPER LUBRICANTS; STALE, CONTAMINATED, OR IMPROPER FUEL; AND/OR FREEZING OR OVERHEATING;
- (6) "NO PROBLEM FOUND" DIAGNOSIS OR DAMAGE DUE TO FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS. PRODUCTS ARE GETTING MORE AND MORE COMPLEX SO PLEASE FOLLOW INSTRUCTIONS IN YOUR OWNER'S MANUAL;
- (7) ACTS OF GOD;
- (8) PRODUCT(S) NOT ASSOCIATED WITH THE PURCHASE OF THIS PLAN, INCLUDING AFTERMARKET INSTALLATIONS/MODIFICATIONS;
- (9) ANY FEES RELATED TO THIRD PARTY CONTRACTS;
- (10) ANY FAILURES, PARTS, AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
- (11) ANY AND ALL DEFECTS THAT EXISTED AND WERE KNOWN BY YOU PRIOR TO THE EFFECTIVE DATE OF THIS PLAN;
- (12) SERVICE OR REPLACEMENT OUTSIDE THE CONTINENTAL USA, ALASKA AND HAWAII;
- (13) UNLESS SPECIFICALLY PROVIDED FOR IN YOUR PRODUCT'S COVERAGE, CLEANINGS AND ALIGNMENTS;
- (14) THEFT OR LOSS;
- (15) WHERE RE-INSTALLATION COVERAGE IS APPLICABLE TO YOUR PLAN, COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATION;
- (16) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT(S);
- (17) COST OF PREVENTATIVE MAINTENANCE, UNLESS OTHERWISE NOTED, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- (18) UNLESS EXPRESSLY PROVIDED IN YOUR PLAN, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT, AND/OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- (19) PRODUCT(S) WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED; AND
- (20) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL, OR COMMUNAL USE IN MULTI-FAMILY HOUSING.

### Need Help?

**If You Need Service, or to File a claim for benefits** - Requests for Service and benefits, including under the PRO Protection Plan, can be made online at [Lowes.com/ProtectionPlans](https://www.Lowes.com/ProtectionPlans). You may also contact the Plan Administrator to arrange for service at **1-888-77LOWES (56937)**, or text messaging is available at 84109. Messaging and data rates may apply. For PRO Protection Plan you may contact the Plan Administrator for service at 1-866-8-PRO-PPP (776777). The Plan Administrator must authorize all repairs in advance. Unauthorized repairs may invalidate this Plan, as stated in the "What's Not Covered?" section above, item (2). We will try to complete service as quickly as possible; however, We are not responsible for delays caused by factors beyond Our control, including, but not limited to: manufacturer's parts delay, shipping to regional service facilities, or acts of God. If there is an emergency, please describe the nature of the emergency to Our customer service representative. During severe weather conditions and peak service, We will give priority to emergency calls. Emergency services will be available at no extra charge. Foreign language and TDD service for the hearing impaired are available. For TDD service, please call 711.

**Moving Your Product(s) To A New Location** - If You move Your Product(s) to a new location within the continental USA, Alaska and Hawaii, You can change Your service address by contacting the Plan Administrator. This applies to all Products except water heaters.

**Renewal** - No party is obligated to renew this Plan beyond the expiration date of the Plan Coverage Period. The total Price paid by You for a Plan renewal may change or increase compared to Your original Plan. By purchasing this Plan, You agree that We may contact You to notify You of renewal, upgrade, and additional coverage options.

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

**Promotions and discounts** - We may offer promotions and discounts from time-to-time under this Plan valued up to \$100.

**Cancellation** - You may cancel Your Plan within thirty (30) days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan. You may cancel Your Plan after thirty (30) days from the date of purchase by contacting the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan less the actual cost of any service received. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You.

**Limitation of Liability** - For any single claim, the limit of liability under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of Product replacement with a product of similar features, (3) the cost of reimbursement for authorized repairs, or (4) the Retail Cost that You paid for the original Product. In the event that the total of any and all authorized repairs, parts, and other coverage and benefits (e.g., Restock Your Food Reward, Keep It Running Reward, Power Surge, etc.) exceeds the Retail Cost paid for the Product, or We replace the Product with one of equal or similar features and functionality, the obligations of the Plan Provider, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us. **THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE RETAIL COST PAID FOR THE COVERED PRODUCT UNDER ANY CIRCUMSTANCES. IN NO EVENT WILL THE PLAN PROVIDER, PLAN SELLER, OR PLAN ADMINISTRATOR BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME, AND CHARGES FOR TIME AND EFFORT RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.**

#### Arbitration

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this PROVISION, "You" and "Your" mean the person or persons who bought the Plan, bought the covered Products, or who is the registered owner with the Plan Administrator, and all of his/her/their heirs, survivors, assigns, and representatives. "We" and "Us" shall mean the Plan Provider, Plan Administrator, and Plan Seller identified above and shall be deemed to include all of their agents and parent, affiliates and subsidiaries and any insurer.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this PROVISION or of the entire Plan (collectively, a "Claim"), between You and Us shall be resolved by binding arbitration before a single arbitrator, except that either You or Us may bring a Claim in small claims court (where allowed by law). To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Consumer Arbitration Rules (or their functional equivalent) ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271 or visiting [www.adr.org](http://www.adr.org). Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this PROVISION means that You give up Your right to go to court on any claim covered by this PROVISION, except where You or Us decide to proceed in small claims court.** You also agree that any arbitration proceeding or small claims court proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated or litigated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this PROVISION is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

If any portion of this PROVISION is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the PROVISION, except that in no event shall this PROVISION be amended or construed to permit arbitration on behalf of a group or class. This PROVISION shall inure to the benefit of and be binding on You and Us and this Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

You and We understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

### **State Specific Requirements**

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

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

**AZ, HI, MT, OR, SC, VA and VT Residents only:** Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

**AL, AR, CO, MA, MN, MO, NJ, SC and WY Residents only: Free Look:** You may, within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser and is not transferable.

**GA, OR, UT, WI and WY Residents only:** The **Arbitration** provision is deleted in its entirety.

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

**AR Residents only:** The following is added to the **Cancellation** provision: A pro rata refund of the unearned portion of premium, less the amount or value of any claims paid, shall accompany the notice unless cancellation is for nonpayment.

**AZ Residents only:** The following is added to the **Cancellation** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, preexisting conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. We may cancel this Plan only in the event of fraud, material misrepresentation or nonpayment by You. The following is added to the **Arbitration** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint with the D.I.F.I. against a service company issuing an approved service contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll free phone number 800-325-2548. The **What's Not Covered?** section, item (11) is deleted and replaced with the following: **(11) ANY AND ALL DEFECTS THAT EXISTED AND WERE KNOWN BY YOU PRIOR TO THE EFFECTIVE**

**DATE OF THIS PLAN, EXCEPT IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR OUR SUBCONTRACTORS;**

**CA Residents only:** The **Cancellation** provision is amended as follows: You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. You may cancel Your Plan within the first 30 days after receipt of Your Plan by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received under the Plan. You may cancel Your Plan after 30 days after receipt of Your Plan by contacting the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service, labor, Payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received. The following is added to the **Arbitration** provision: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Ct., Suite D, Sacramento, CA 95834, or You may visit their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

**CO Residents only:** The following is added to the **Cancellation** provision: If We cancel this Plan for any reason other than nonpayment of the Plan Price, You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received under the Plan.

**CT Residents only:** The following is added to the **Arbitration** provision: **Resolution of Disputes:** If We are unable to resolve any disputes with You regarding this Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the Plan, the cost of repair of the covered Product, and a copy of the Plan. The following is added to the **What is the Plan Coverage Period?** section: If the Product is in a repair facility at the time of Plan expiration, the expiration date will automatically be extended until the repair is complete. The following is added to the **Cancellation** provision: You may cancel this Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed.

**DC Residents only: Free Look:** You may, within 30 days of receipt, return this Plan. Upon return of the Plan within the applicable time period, if no claim has been made, this Plan will be void and You will be refunded or Your account credited, the full Plan Price. A 10% penalty of the Plan Price per month shall be added to a refund that is not paid or credited within 45 days after return of this Plan. This provision applies only to the original purchaser of this Plan.

**FL Residents only: Regulation:** The rate charged for the Plan is not subject to regulation by the Florida Office of Insurance Regulation. The following is added to the **Arbitration** provision: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

**GA Residents only:** The **Cancellation** provision is deleted and replaced with the following: You may cancel this Plan at any time. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. You may cancel Your Plan within the 30 days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price. You may cancel Your Plan after 30 days from the date of purchase by contacting the Plan Administrator. You will receive a pro rata refund of the Price. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Price. We may cancel this Plan for non-payment, fraud or material misrepresentation. No claim paid or incurred, cancellation or administrative fees will be deducted from any refund owed. If cancelled by Us and We fail to refund the unearned pro-rata Plan Price by the cancellation effective date, We shall pay You a penalty equal to 25% of the unearned Plan Price and interest equal to 18% per annum until such time that proper return is made, which penalty and interest must be paid at the time the return is made; provided however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due. These provisions apply only to the original purchaser of this Plan. The penalty does not apply to nonpayment by You. Failure to provide such refund shall not invalidate the notice of cancellation. The **What's Not Covered?** section, item (20) is deleted and replaced with the following: **(20) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL, OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL RESULT IN**

**DENIAL OF COVERAGE UNDER THIS PLAN).** **Dispute Resolution:** If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

**HI Residents only: Free Look:** You may, within 30 calendar days of mailing of the Plan, or 20 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser.

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

**MA Residents only:** The following is added to the **Cancellation** provision: Prior notice is not required if the reason for cancellation is nonpayment of the Plan Price, material misrepresentation, or a substantial breach of duties by You relating to the Product or its use. **Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

**MD Residents only: Free Look:** You may, within 20 calendar days of mailing of the Plan or 20 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser. The following is added to the **What is the Plan Coverage Period?** section: This Plan is extended automatically when We fail to perform the services under this Plan. This Plan will not terminate until services are provided in accordance with the terms of the Plan.

**ME Residents only: Free Look:** You may, within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price including any sales tax. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser. The **Cancellation** provision is deleted and replaced with the following: You may cancel Your Plan within the 30 days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received under the Plan. You may cancel Your Plan after 30 days from the date of purchase by contacting the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan less the actual cost of any service received. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan for any reason other than nonpayment of the Plan Price, You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, rewards, replacements, parts, coverages and/or benefits received under the Plan. You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. We reserve the right to cancel this Plan at any time in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

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

**MN Residents only:** The following is added to the **Arbitration** provision: Any Arbitration will take place in the state where You reside or at any other place agreed to in writing by You and the Plan Provider. The **Cancellation** provision is amended as follow: We reserve the right to cancel this Plan at any time in the event of non-payment by You, material misrepresentation by You, or a substantial breach of duties by You.

**MO Residents only:** The **Cancellation** provision is deleted and replaced with the following: You may cancel Your Plan within the 30 days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price. You may cancel Your Plan after 30 days from the date of purchase by contacting

the Plan Administrator. You will receive a pro rata refund of the Price. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Price. You will be provided with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. No claim incurred or paid will be deducted from any cancellation refund. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**NC Residents only: Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product. The following is added to the **Cancellation** provision: We reserve the right to cancel for nonpayment of Price or for direct violation of the Plan by You.

**NH Residents only:** The following is added to the **Arbitration** provision: Arbitration will be held at a location selected by Us within the state in which this Plan was purchased. Any arbitration proceeding is subject to RSA 542. If You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The **What's Not Covered?** section, item (11) is deleted and replaced with the following: **(11) ANY OR ALL LOSS OR DAMAGE THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN WILL NOT BE COVERED;**

**NJ Residents only:** The **Cancellation** provision is amended as follows: Nothing in this Plan shall exclude or limit Our liability for Our intentional, willful, or reckless conduct or gross negligence. Unless otherwise provided in this New Jersey Specific Requirements section, all provisions of the Plan are enforceable and applicable in New Jersey. We reserve the right to cancel this Plan and without notice for nonpayment of the Price, material misrepresentation or omission by You, or a substantial breach of contractual obligations by You related to the Product or its use.

**NM Residents only: Insurance:** This Plan is insured by American Bankers Insurance Company of Florida. If the Plan Provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. **Regulation:** The purchase of this Plan is not required in order to purchase any Product(s). **Free Look:** If this Plan is returned within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, and a refund is not credited within 60 days after the return, We will pay the holder a penalty of 10% of the Plan Price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The **Cancellation** provision is amended as follows: We reserve the right to cancel this Plan at any time in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. We may not cancel this Plan once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except for the following conditions: failure to pay the purchase Price; the conviction of You of a crime which results in an increase in the service required under the Plan; fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the plan by You which substantially and materially increases the service required under the Plan. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less any claims paid. **Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

**NV Residents only: Regulation:** The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted. **Free Look:** If this Plan is returned within the 30 days of purchase and a refund is not credited within 45 days after the return, We will pay the holder a penalty of 10% of the purchase Price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. **Cancellation:** We reserve the right to cancel this Plan at any time in the event of non-payment by You; conviction of a crime by You that results in an increase in service required; fraud or material misrepresentation by You in obtaining this Plan or in the presentation of a claim; discovery of an act of omission by You or a violation by You of any condition which substantially and materially increases the service required or a substantial breach of duties by You; material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to materially increase. No claims paid or services provided will be deducted from any refund issued pursuant to this Plan. **Emergency Repairs (HVAC and Water Heaters):** If You have an emergency which involves the loss of heating or cooling to Your Covered Product and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within 24 hours after the report of Your claim

and will be completed as soon as reasonably practicable thereafter. If We determine that the repairs cannot be practically completed within 3 calendar days after the report of the claim, We will provide a status report to You at Your last known address and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than 3 calendar days after the report of the claim. **Notice:** If You are not satisfied with the manner in which We are handling Your claim on this Plan, You may contact the Nevada Division of Insurance at (888) 872-3234. **Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

**NY Residents only: Free Look:** You may, within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 30 days after the return of the Plan. This provision applies only to the original purchaser. **Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

**OH Residents only: Insurance:** The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. If We fail to perform or make payment due under the terms of the Plan within 60 days after You request performance or payment, You may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Plan in which We must refund You upon cancellation of the Plan.

**OR Residents only: Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**OK Residents only: Regulation:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **Insurance:** Our obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Definitions** section, **Plan Provider/We/Us/Our** is amended to include Oklahoma License Number 44199246. The **Cancellation** provision is deleted and replaced with the following: If the Plan is cancelled by You within the 30 days, and no claims have been made, the refund will be based upon 100% of the unearned pro rata premium. If You cancel the Plan after 30 days or have made a claim within the first 30 days, the refund will be 100% of the unearned pro rata premium, less (a) 10% of the unearned pro rata premium or \$25, whichever is less and (b) the actual cost of any service provided under the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan. If the Plan is cancelled by the Us, the refund will be based upon 100% of unearned pro rata premium, less the actual cost of any service provided under the Plan. The **Arbitration** provision is deleted and replaced with the following: **Arbitration: NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** As used in this PROVISION, "You" and "Your" mean the person or persons who bought the Plan, bought the covered Products, or who is the registered owner with the Plan Administrator, and all of his/her/their heirs, survivors, assigns, and representatives. "We" and "Us" shall mean the Plan Provider, Plan Administrator, and Plan Seller identified above and shall be deemed to include all of their agents and parent, affiliates and subsidiaries and any insurer. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this PROVISION or of the entire Plan (collectively, a "Claim"), between You and Us shall be resolved by non-binding arbitration before a single arbitrator, except that either You or Us may bring a Claim in small claims court (where allowed by law). To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Non-Binding Consumer Arbitration Rules (or their equivalent) ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of the AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271 or visiting [www.adr.org](http://www.adr.org). Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right

to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**SC Residents only:** Under **Definitions**, **Payment** means a merchandise credit or store credit with the Plan Seller. **Notice:** In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**TX Residents only:** Under **Definitions**, **Plan Administrator** is amended to include the following: The Administrator Registration Number for Central Charlotte LLC is 173. **Notice:** If You have complaints or questions regarding this Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (Within TX only). **Insurance:** The obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If any covered service is provided to You by Us before the 61<sup>st</sup> day after the proof of loss has been filed, or if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. **Regulation:** The purchase of this Plan is not required in order to obtain financing for the covered Product. The **Cancellation** provision is amended as follows: We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment of the Plan Price; fraud or a material misrepresentation by You to Us or the Plan Administrator; or a substantial breach of duty by You relating to the covered Product or its use. We will pay a penalty of 10% per month on any refund that is not paid or credited within 45 days after return of the Plan to Us. The right to cancel the Plan applies to the original purchaser and is not transferable.

**UT Residents only: Regulation:** Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation** is amended as follows: We may cancel for the following reasons: (a) nonpayment of Plan Price of the Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (d) substantial breach of contractual duties, conditions, or warranties. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

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

**VT Residents only:** The following is added to Your Plan: **Free Look:** You may return the Plan within 20 calendar days of receipt of the Plan. If no claim has been made under the Plan, the Administrator shall refund to You the full Plan Price. The right to return this Plan within 20 days applies to the original purchaser of this Plan.

**WA Residents only: Free Look:** You may, within 20 days, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 30 days after the return of the Plan. This provision applies only to the original purchaser. The following is added to the **Arbitration** provision: Nothing in the section headed '**Arbitration**' will invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. **Obligations:** The Obligations under this Plan are backed by the full faith and credit of the Plan Provider. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

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

**Disclaimer:** This Plan is not a contract of insurance. This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

**Insurance:** Our obligations under this Plan are insured by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under a Plan within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. For reimbursement payment or provision of service, please call 1-866-306-6694. **Free Look:** You may, within 20 calendar days of receipt, or 10 days if delivered at the time of sale, reject and return this Plan. If We do not pay or credit a refund within 45 days after the return of this Plan to Us, We will pay a 10% percent per month penalty of the refund amount outstanding which We will add to amount of the refund. The **Cancellation** provision is amended as follows: We may cancel this Plan in the event of non-payment of the Price, material misrepresentation by You to Us or the Administrator, or a substantial breach of duties by You relating to the Product or its use. You will be provided with a written notice at least 5 days prior to cancellation at Your last known address. If We cancel for a reason other than nonpayment of the Price, We will refund You 100% of the unearned pro rata Price, less any claims paid. If this Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Plan We will cancel this Plan and return the full Plan Price to You. In the event of a total loss of property covered by this Plan that is not covered by a replacement product pursuant to the terms of the Plan, You shall be entitled to cancel the Plan and receive a refund of the pro-rata Price, less any claims paid. The following is added to the **What if We can't fix it?** provision: You will be made whole before We retain any amounts that may be recovered. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.