

## Lowe's Protection Plus

### Terms and Conditions

This Plan is not a contract of insurance.

#### **DEFINITIONS:**

**Payment** means a check or merchandise credit based on the Retail Cost of Your Product.

**Plan** means this Plan, which is comprised of these terms and conditions and the Schedule Page.

**Plan Administrator** means the entity responsible for the administration of this Plan. The Plan Administrator is Central Charlotte LLC P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937 in all states except in Wisconsin where the Plan Administrator is Lowe's Home Centers, LLC P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937.

**Plan Holder/You/Your** means the owner of the Product covered under this Plan and identified on the Schedule Page.

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

**Product** means the specific item(s) used for normal, single family, household use and listed on the Schedule Page as covered under this Plan.

**Product Age** means the age of the Product in years, and is determined by the date of Your claim less the Product Purchase Date listed on the Schedule Page.

**Purchase Price** means the consideration paid by You for this Plan and listed on the Schedule Page.

**Retail Cost** means the amount paid by You, pre-tax, for the Product covered by this Plan and listed on the Schedule Page.

**Schedule Page** means the page listing Your Product, coverage terms and additional Plan information.

**COVERAGE PERIOD:** Your coverage begins and ends on the Effective/Expiration dates identified on the Schedule Page.

**PRODUCT COVERAGE ELIGIBILITY:** Coverage can be purchased on a Product that has a Product Age of up to 10 years.

**PARTIAL PAY PLANS:** Partial pay Plans are not paid in full by You at the time of purchase. If Your payment under a partial pay Plan is not received by the due date under any applicable payment plan or arrangement, Your Plan may be cancelled by Us for nonpayment, effective on the last day covered by the amount paid by You. Any finance charges for partial pay Plans will be disclosed to you as required by law.

**COVERAGE:** Your Product will be restored to normal operating condition for failures due to defects in materials and workmanship, normal wear and tear, dust, heat, humidity, or power surge. This Plan covers all labor and parts costs necessary to repair Your Product for problems due to functional part failures unless otherwise stated below. 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.

**Non-Repairable Product:** If We or the Plan Administrator, in Our or its sole discretion, determine that Your Product is not repairable, We or the Plan Administrator, in Our or its sole discretion, will either: (1) provide a new, rebuilt, or refurbished product of equal or similar features and functionality, or (2) issue a Payment. Upon providing You with a replacement product or a Payment, this Plan is deemed fully satisfied by Us, unless otherwise required by state law.

The value of Your Payment will be based on Your Product Retail Cost and Product Age using the following depreciation schedule:

<b>Product Age</b>	<b>Payment Amount (% of Product Retail Cost)</b>
1-5 years	100 %
6 years	92 %
7 years	80 %
8 years	74 %
9 years	68 %
10 years	52 %

The non-repairable Product will become Our property, should We unilaterally elect to exercise Our rights to the Product. The coverage provided under this Plan shall not be transferable to any replaced product, unless otherwise required by state law.

**Power Surge:** If the Product is electrically powered, this Plan covers parts and labor for failures from power surge, as determined by an authorized technician.

**Major Appliance Plan:** Coverage includes parts and labor on major appliances with a Retail Cost of two hundred dollars (\$200) and over. If on-site service is provided for the full term of the manufacturer's warranty, then it will be provided under this Plan. If on-site service 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) to receive authorization for repairs prior to transporting Your Product.

**Products eligible for Major Appliances Plan coverage include, but may not be limited to,** washers, dryers, dishwashers, ranges and cooktops, wall ovens, over-the-range microwave ovens, refrigerators, and freezers.

**Rental Reimbursement** – This only applies if You purchased the five (5) year Plan for a refrigerator or freezer. If You purchased a refrigerator or freezer and a five (5) year Plan and Your covered refrigerator or freezer is not repaired within seventy-two (72) hours of Your initial claim, this Plan will provide a limited rental reimbursement of an approved refrigerator or freezer. Approval from the Plan Administrator must be obtained prior to rental. You will be reimbursed for up to twenty-five percent (25%) of the Retail Cost of the covered refrigerator or freezer. The reimbursement for rental coverage ends on the earlier of: (1) when Your covered refrigerator or freezer is repaired, or (2) a replacement refrigerator or freezer is delivered to Your residence, or (3) the reimbursement reaches twenty-five percent (25%) of the Retail Cost of the covered refrigerator or freezer.

**Food Spoilage Reimbursement** – You will be reimbursed for food spoilage up to one hundred and fifty dollars (\$150) if You purchased the one (1), or three (3) year Plan and two hundred and fifty dollars (\$250) if You purchased the five (5) year Plan for covered failures of Your refrigerator or freezer per Product per incident. Documented proof of loss will be required.

**Re-installation Labor Coverage** – If Your Product cannot be repaired and needs to be replaced as determined by the Plan Administrator, this Plan covers professional re-installation labor for the replacement Product. This benefit covers reinstallation on built-in and/or gas major appliances.

**IF YOU NEED SERVICE:** Contact the Plan Administrator to arrange for service at 1-888-77LOWES (56937). The Plan Administrator is available 24 hours a day, 7 days a week. The Plan Administrator must authorize all repairs in advance. Unauthorized repairs may invalidate this Plan. We will try to complete service as quickly as possible; however, We are not responsible for delays caused by factors beyond Our control, including, but not limited to: manufacturer's parts delay, shipping to regional service facilities, or acts of God. You have the duty to protect Your Product against any further damage. 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 TO A NEW LOCATION:**

If You will be moving Your Product to a new location within the USA, You can change Your service address by contacting the Plan Administrator.

**TRANSFERABILITY:** This Plan may be transferred to a subsequent owner at no additional charge. The original sales receipt of the Product, Your Schedule Page and these terms and conditions, as well as any service repair receipts must be given to the new owner. To notify Us of the transfer, contact the Plan Administrator.

**RENEWAL:** We are not obligated to offer You another Plan or extend coverage on this Plan.

**DEDUCTIBLE:** This Plan has no deductible.

**CANCELLATION BY YOU:** You may cancel Your Plan by mailing Your cancellation request, Your Schedule Page and these terms and conditions to P.O. Box 100, Rapid City, S.D. 57709. Cancellation requests received within the first thirty (30) days of purchase will receive a refund in the amount of one hundred percent (100%) of the Purchase Price, less the total actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. Cancellation requests received after thirty (30) days from the date of purchase will receive a pro rata refund of the Purchase Price less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan.

**CANCELLATION BY US:** With the exception of partial pay Plans, if We cancel this Plan, You will receive a pro rata refund of the Purchase Price less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. For partial pay Plans, if We cancel this Plan prior to the last day covered by the amount paid by You, You will receive a pro rata refund of the amount paid by You less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. 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. For partial pay Plans, We may cancel for non-payment. If We cancel a partial pay Plan for non-payment, cancellation will be effective on the last day covered by the amount paid by You and You will not receive any refund. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, except as otherwise required by law.

**NO LEMON POLICY:** If You have three (3) of the same major failure service repairs completed on three (3) separate occasions within a twelve (12) month period on a Product, and that Product requires a fourth (4<sup>th</sup>) major failure service repair of the same type, as determined by Us, We will issue You a Payment not to exceed the Retail Cost of the Product. Major failure service repairs performed under a previous Lowe's Extended Protection Plan ("EPP") count toward the three (3) major failure service repairs under this Plan, provided they are the same and all occur within the same twelve (12) month period. Major failure service repairs performed during the manufacturer's warranty period, or if there has been any gap in coverage for the Product, do not count toward the three (3) major failure service repairs. For the purposes of this No Lemon Policy, a major failure service repair does **not** include service repairs related to: preventative maintenance checks, consumer requested alignments, bulb replacements, cleanings, Product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, ice makers, all rechargeable batteries, no fault found diagnosis and repairs done outside the USA. A completed major failure service repair requires that the diagnosis and installation of all required parts be completed on the same visit, and if a second visit is required, for example, due to unavailable parts at the time of the diagnosis/first visit, the two (2) visits will collectively be deemed only one (1) completed major failure service repair. Repairs done within thirty (30) days of any repair for the same major failure will not count towards the number of same major failure service repairs for the purpose of this No Lemon Policy. The original Product and purchase receipt must be returned to Us along with the service receipts from the three (3) separate major failure service repairs. Please keep Your service receipts; copies cannot be provided by Us.

**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 reduced by the depreciation schedule based on the Product Age. In the event that the total of any and all authorized repairs, parts, and other coverage and benefits (i.e. food spoilage, rental reimbursement, power surge, etc.) exceeds the depreciated 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 and the Plan Administrator under this Plan shall be deemed fully satisfied by Us. **THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE RETAIL COST OF A REPLACEMENT PRODUCT UNDER ANY CIRCUMSTANCES. IN NO EVENT WILL THE PLAN ADMINISTRATOR, PLAN PROVIDER, OR THE INSURER 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 Product, 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, and Plan Administrator identified above and shall be deemed to include all of their agents.

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. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by

contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration PROVISION means that You give up Your right to go to court on any claim covered by this PROVISION.** You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this 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.

**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.

**CONSUMER'S PROMISES AND ASSURANCES:** In order to keep this Plan in force during its term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer's specifications, 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, including access to proper connections and requirements as specified by the manufacturer; (2) easy accessibility to the Product which shall be deemed to mean, but not be limited to, removal of the Product for servicing must not require more than one (1) person for safe removal, the use of special equipment, or tools such as, but not limited to, ladders, lift trucks or scaffolding; (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at least 18 years of age at the time of scheduled service; (5) that You will provide written notice of any defect or deficiency in service within ninety (90) days of discovery; and (6) to protect Your covered Product against any further damage.

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

- (1) **REPAIRS CAUSED BY ACCIDENT OR INTENTIONAL DAMAGE, SPILLED LIQUIDS, RUST, INSECT INFESTATION/VERMIN, NEGLIGENCE, MISUSE, ABUSE, PRODUCT WITH ALTERED OR MISSING SERIAL NUMBERS, FAILURES CAUSED BY EXTERNAL FACTORS SUCH AS FIRE, FLOOD, FREEZING, AND FACTORS SUCH AS INADEQUATE PLUMBING, WIRING, POWER SUPPLY, ETC., AND ENVIROMENTAL CONDITIONS SUCH AS SULPHUR, ETC.;**
- (2) **UNAUTHORIZED REPAIRS AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL EVEN IF REIMBURSED UNDER THE PLAN;**
- (3) **REPLACEMENT COST FOR CONSUMABLE ITEMS, OR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS KNOBS, REMOTES, BATTERIES, BAGS, BELTS, BULBS, SHELVES, RACKS, BURNERS, ETC.), UNLESS OTHERWISE NOTED ABOVE;**
- (4) **COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS KNOWN BY YOU;**
- (5) **UNLESS EXPRESSLY PROVIDED IN YOUR COVERAGE PLAN, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT, AND/OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS;**
- (6) **"NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;**
- (7) **ACTS OF GOD;**
- (8) **PRODUCT NOT ASSOCIATED WITH THE PURCHASE OF THIS PLAN, INCLUDING AFTERMARKET INSTALLATIONS/MODIFICATIONS;**
- (9) **ANY FEES RELATED TO THIRD PARTY CONTRACTS;**
- (10) **REPAIR OR REPLACEMENT DUE TO YOUR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;**

- (11) ANY FAILURES, PARTS, AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
- (12) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN AND KNOWN BY YOU;
- (13) SERVICE OR REPLACEMENT OUTSIDE THE USA;
- (14) UNLESS SPECIFICALLY PROVIDED FOR IN YOUR PRODUCT'S COVERAGE, CLEANINGS AND ALIGNMENTS;
- (15) THEFT OR LOSS;
- (16) 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;
- (17) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT;
- (18) COST OF PREVENTATIVE MAINTENANCE, UNLESS OTHERWISE NOTED, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- (19) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS; RESULTING FROM THE USE OF CONTAMINATED OR IMPROPER LUBRICANTS; RESULTING FROM STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING FROM FREEZING OR OVERHEATING;
- (20) PRODUCT WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED;
- (21) PRODUCT USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL, RECREATIONAL VEHICLES, OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN);
- (22) WATER FILTRATION SYSTEMS WHERE WATER IS MICROBIOLOGICALLY UNSAFE OR OF UNKNOWN QUALITY WHEN THERE HAS NOT BEEN ADEQUATE DISINFECTION, SUCH AS SINGLE-USER WELLS, OR OTHER NON-PUBLIC WATER SYSTEMS NOT REGULATED BY FEDERAL OR STATE HEALTH SAFETY REQUIREMENTS;
- (23) SHIPPING DAMAGE RESULTING FROM INADEQUATE PACKAGING BY YOU;
- (24) DUCT WORK, REFRIGERANT LINES, DRAIN LINES, OR EVAPORATION/CONDENSER COILS IF RUSTED OR CORRODED;
- (25) MAIN WATER LINES, VALVES, FOREIGN PLUMBING PARTS, STOPPAGES, OR WATER LEAKS ON EXPOSED PLUMBING EXTERIOR TO THE HOME;
- (26) REPAIR OR REPLACEMENT OF MAIN BREAKER OR BUSBARS, UNDERGROUND OR IN-THE-WALL WIRING;
- (27) UPGRADES TO COMPLY WITH REGULATORY LAWS;
- (28) FOOD LOSS RESULTING FROM FACTORS OUTSIDE OF PRODUCT FAILURE, SUCH AS LOSS OF POWER;
- (29) DAMAGE TO CLOTHING;
- (30) FAILURES TO COMPONENTS SUCH AS CABINETS, FRAMES, MASKS, FINISH DEFECTS, GLASS WINDOWS, CARPENTRY, MASONRY OR OTHER MISCELLANEOUS ENCLOSURES OR TRIM SURROUNDING BUILT-IN PRODUCTS AND CUSTOM PANELS; AND
- (31) REFURBISHED PRODUCT OR PRODUCT SOLD "AS IS."

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, GA, IL, IN, KY, MA, ME, NC, NH, NJ, NV, NY, OR, SC, 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 sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

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

**AL, AR, CO, HI, MA, ME, MN, MO, NJ, SC and WY Residents only: Free Look:** You may, within twenty (20) calendar days of mailing of the Plan, or ten (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 ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan. This provision applies only to the original purchaser.

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

**AL Residents only:** No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation.

**AZ Residents only:** No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. The following is added to the **ARBITRATION** provision of Your Plan: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

**CA Residents only:** You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. Under **CANCELLATION BY YOU and CANCELLATION BY US**, thirty (30) days of purchase is deleted and replaced with: thirty (30) days from the date of receipt of Your Plan. The following is added to the **ARBITRATION** provision of Your Plan: 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 Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

**CO Residents only: CANCELLATION BY US** the last sentence is deleted and replaced with the following: We reserve the right to cancel this Plan at any time in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You. Prior written notice is not required if this Plan is canceled for nonpayment of the Plan price, a material misrepresentation by you, or a substantial breach by You relating to the covered product or its use.

**CT Residents only:** You may cancel this Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. 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 061242-0816, 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 **IF YOU NEED SERVICE** provision: If the covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete.

**FL Residents only:** 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 shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

**GA Residents only:** Should any discrepancies arise between the English and Spanish service contract forms in the interpretation of a given issue, the English version will take precedence in all matters. This Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Plan. No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Plan shall be non-cancelable by the Plan Provider or the Plan Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. **Exclusion (21)** is deleted and replaced with the following: 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).

**IN Residents only:** 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.

**MD Residents only: Free Look:** You may, within twenty (20) calendar days of mailing of the Plan or twenty (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 ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan. This provision applies only to the original purchaser.

**MI Residents only:** 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 shall be extended for the period of the strike or work stoppage.

**MN Residents only:** The **ARBITRATION** provision has been amended by adding the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

**MO Residents only:** 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, (800) 852-2244. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Price, or the Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**NC Residents only:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

**NH Residents only:** 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 following is added to the **ARBITRATION** provision of Your Plan: Arbitration shall 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.

**NJ Residents only:** The **CANCELLATION BY US** provision is deleted and replaced with the following: With the exception of partial pay Plans, if We cancel this Plan, You will receive a pro rata refund of the Purchase Price less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. For partial pay Plans, if We cancel this Plan prior to the last day covered by the amount paid by You, You will receive a pro rata refund of the amount paid by You less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. 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. For partial pay Plans, We may cancel for non-payment. If We cancel a partial pay Plan for non-payment, cancellation will be effective on the last day covered by the amount paid by You and You will not receive any refund. We reserve the right to cancel this Plan at any time and will not provide prior written notice in the event of non-payment, material misrepresentation or omission by You, or a substantial breach of duties by You, except as otherwise required by law.

**NM Residents only:** The purchase of this Plan is not required in order to purchase any Product(s). **Free Look:** If this Plan is returned within the first thirty (30) days from date of purchase and a refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

**NV Residents only:** No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation. The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted. If You have an emergency which involves the loss of heating or cooling, loss of plumbing, substantial loss of electrical service, repairs will commence within twenty four (24) hours after the report of Your claim. If We determine that the repairs cannot be practically completed within three (3) calendar days after the report of the claim, We will provide a status report to You. The **CANCELLATION BY US** provision is deleted and replaced with the following: With the exception of partial pay Plans, if We cancel this Plan, You will receive a pro rata refund of the Purchase Price. For partial pay Plans, if We cancel this Plan prior to the last day covered by the amount paid by You, You will receive a pro rata refund of the amount paid by You. 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. For partial pay Plans, We may cancel for non-payment by You. If We cancel a partial pay Plan for non-payment by You, cancellation will be effective on the last day covered by the amount paid by You and You will not receive any refund. We may not cancel this Service Plan once it has been in effect for seventy (70) days, except for the following conditions: non-payment of this Plan by You; the conviction of You of a crime which results in an increase in the service required under this Plan; fraud or material misrepresentation by

You in purchasing this Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of this Plan by You which substantially and materially increases the service required under this Plan; or a material change in the nature or extent of the service required under this Plan which occurs after the purchase of this Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. You will be refunded a pro-rated amount of what You have paid to Us for this Plan. If We cancel this Plan, no cancellation may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. **Free Look:** If this Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

**NY Residents only: Free Look:** You may, within twenty (20) calendar days of mailing of the Plan, or ten (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 ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Plan. This provision applies only to the original purchaser.

**OH Residents only:** 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, (800) 852-2244. If We fail to perform or make payment due under the terms of the Plan within sixty (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.

**OK Residents only:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Plan Provider** is amended by adding the following: Oklahoma license number for Assurant Service Protection, Inc. is 862541. The **CANCELLATION BY YOU** provision is deleted and replaced with the following: You may cancel Your Plan by mailing Your cancellation request, Your Schedule Page and these terms and conditions to P.O. Box 100, Rapid City, S.D. 57709. In the event the cancellation request is received within the first thirty (30) days of purchase and no claims have been made, You will receive a refund in the amount of one hundred percent (100%) of the unearned pro rata premium. If You cancel the Plan after after thirty (30) days, or have made a claim within the first thirty (30) days, the refund will be one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or twenty five dollars (\$25), whichever is less and (b) the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan. The **CANCELLATION BY US** provision is deleted and replaced with the following: With the exception of partial pay Plans, if We cancel this Plan, You will receive a refund of the Purchase Price based on the unearned pro rata premium, less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. For partial pay Plans, if We cancel this Plan prior to the last day covered by the amount paid by You, You will receive a refund of the amount paid by You based on the unearned pro rata premium, less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. 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. For partial pay Plans, We may cancel for non-payment. If We cancel a partial pay Plan for non-payment, cancellation will be effective on the last day covered by the amount paid by You and You will not receive any refund. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, except as otherwise required by law. The **ARBITRATION** provision is deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of the AAA's Rules by contacting AAA at 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and 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:** If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. Under **DEFINITIONS, Payment** is deleted and replaced with the following: **Payment** means a merchandise credit based on the Retail Cost of Your Product.

**TX Residents only:** Under **DEFINITIONS, Plan Administrator** is amended to include the following: The Administrator Registration Number for Central Charlotte LLC is 173. 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). 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. In the event any covered service is provided to You by Us before the sixty-first (61<sup>st</sup>) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (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. The purchase of this Plan is not required in order to obtain financing for the Covered Product. **Free Look:** If You cancel this Plan before the thirty-first (31<sup>st</sup>) day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Plan decreased by the amount of any claims paid under the Plan and may not impose a cancellation fee. This provision applies only to the original purchaser of the Plan, and is not transferable. We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Plan to Us.

**UT Residents only:** 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. The following is added to the **CANCELLATION** provision: No cancellation of this Plan shall become effective, unless We provide You with notice of such cancellation at least 30 days prior to the effective date of cancellation and shall state the reason for cancellation. 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.

**WA Residents only: Free Look:** You may, within thirty (30) calendar 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 ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (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' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. The Obligations under this Plan are backed by the full faith and credit of the Plan Provider. Only the following within the **DEFINITIONS** section are deleted and replaced: Plan Administrator is changed to Provider. Purchase Price is changed to Provider Fee. Plan is changed to Service Contract. Plan Holder/You/Your is changed to Service Contract Holder. Plan Provider/We/Us/Our is changed to Service Contract Provider.

**WI 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 sixty (60) days after proof of loss has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Free Look:** You may, within twenty (20) calendar days of mailing of the Plan, or ten (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, the Plan is void and You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan. The right to void this Plan is not transferable and applies only to the original purchaser. No claim incurred or paid shall be deducted from Your cancellation refund regardless of who initiates the cancellation. Under **CANCELLATION BY US**, the last sentence is deleted and replaced with the following: We reserve the right to cancel this Plan at any time in the event of material misrepresentation by You, or a substantial breach of duties by You related to the covered Product or its use. Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by

the Plan. Failure by You to furnish proof of loss within the time required by the Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**