

**Lowe's Protection Plus 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.

DEFINITIONS:

EPP means a Lowe's extended protection plan.

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 Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697, 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 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. 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578.

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.

Plan Type means the type of coverage purchased by You. Your type of coverage is listed on the Schedule Page and is one of the following plans:

- New Product Plan is an EPP for coverage on a new Product. The New Product Plan is purchased on or between 1 day and 60 days after the date of purchase of the Product. Coverage begins on the date of purchase of the New Product Plan.
- Post Warranty Plan is an EPP for coverage on a product purchased between and including 61 days and 1 year after the date of purchase of the Product. Coverage begins after the expiration of the manufacturer's warranty period.
- Extension Plan is an EPP for coverage on a Product that was previously covered under another EPP. Coverage begins after the expiration of your current EPP in effect. In the event your EPP has expired, coverage begins after a 30-day wait period.

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

Retail Cost of Your Product 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 that sets forth Your Product, coverage terms, Plan Type and additional Plan information.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PLAN TYPES:

1. **COVERAGE PERIOD:** Your coverage begins and ends on the Coverage Start and End dates identified on the Schedule Page.
2. **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.
3. **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 on major appliances with a Retail Cost of \$100 and over 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.
 - a. **Products eligible for coverage include, but may not be limited to:** washers, dryers, dishwashers, ranges and cooktops, wall ovens, over-the-range microwave ovens, refrigerators, and freezers.

- b. **Normal Wear and Tear Coverage:** This Plan covers normal wear and tear. Normal wear and tear is a failure not caused by a defect. Normal wear and tear excludes failures that are the result of accidental or intentional damage, improper maintenance, abuse, misuse, consumable parts failure, unauthorized repair, theft or loss.
- c. **On-Site Service or Pickup:** 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. 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) to receive authorization for repairs prior to transporting Your Product.
- d. **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.

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

Product Age	Payment Amount (% of Product Retail Cost)
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.

- e. **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, as determined by an authorized technician.
- f. **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.

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

- a. **REPAIRS OR REPLACEMENT CAUSED BY ACCIDENT OR INTENTIONAL DAMAGE, SPILLED LIQUIDS, RUST (UNLESS OTHERWISE NOTED IN THIS PLAN), INSECT INFESTATION/VERMIN, MISUSE, ABUSE, PRODUCT WITH ALTERED OR MISSING SERIAL NUMBERS, FAILURES CAUSED BY EXTERNAL FACTORS AND ENVIRONMENTAL CONDITIONS SUCH AS SULPHUR, ETC.;**
- b. **UNAUTHORIZED REPAIRS AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;**
- c. **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;**
- d. **COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR UNAUTHORIZED INSTALLATION OR REPAIRS;**
- e. **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;**
- f. **"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;**
- g. **ACTS OF GOD;**
- h. **PRODUCT NOT ASSOCIATED WITH THE PURCHASE OF THIS PLAN, INCLUDING AFTERMARKET INSTALLATIONS/MODIFICATIONS;**
- i. **ANY FEES RELATED TO THIRD PARTY CONTRACTS;**

- j. REPAIR OR REPLACEMENT DUE TO YOUR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- k. ANY FAILURES, PARTS, AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
- l. ANY AND ALL DEFECTS THAT EXISTED AND WERE KNOWN BY YOU PRIOR TO THE EFFECTIVE DATE OF THIS PLAN;
- m. SERVICE OR REPLACEMENT OUTSIDE THE USA;
- n. UNLESS SPECIFICALLY PROVIDED FOR IN YOUR PRODUCT'S COVERAGE, CLEANINGS AND ALIGNMENTS;
- o. THEFT OR LOSS;
- p. 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;
- q. LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT;
- r. COST OF PREVENTATIVE MAINTENANCE, UNLESS OTHERWISE NOTED, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- s. 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;
- t. PRODUCT WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED;
- u. 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);
- v. 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;
- w. SHIPPING DAMAGE RESULTING FROM INADEQUATE PACKAGING BY YOU;
- x. DUCT WORK, REFRIGERANT LINES, DRAIN LINES, OR EVAPORATION/CONDENSER COILS IF RUSTED OR CORRODED;
- y. MAIN WATER LINES, VALVES, FOREIGN PLUMBING PARTS, STOPPAGES, OR WATER LEAKS ON EXPOSED PLUMBING EXTERIOR TO THE HOME;
- z. REPAIR OR REPLACEMENT OF MAIN BREAKER OR BUSBARS, UNDERGROUND OR IN-THE-WALL WIRING;
- aa. UPGRADES TO COMPLY WITH REGULATORY LAWS;
- bb. FOOD LOSS RESULTING FROM FACTORS OUTSIDE OF PRODUCT FAILURE, SUCH AS LOSS OF POWER;
- cc. DAMAGE TO CLOTHING;
- dd. 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
- ee. REFURBISHED PRODUCT OR PRODUCT SOLD "AS IS."

5. **IF YOU NEED SERVICE:** Contact the Plan Administrator to arrange for service at 1-888-77LOWES (56937). The Plan Administrator is available 8:00 a.m – 8:00 p.m., EST, 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.

6. **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 1-888-77LOWES (56937).

7. **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 1-888-77LOWES (56937).

8. **RENEWAL**: We are not obligated to offer You another Plan or an Extension Plan.
9. **DEDUCTIBLE**: This Plan has no deductible.
10. **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 30 days of purchase will receive a refund in the amount of 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. Cancellation requests received after 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. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan.
11. **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. 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. 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. 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.
12. **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.**
13. **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. 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.

- 14. 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; (6) to protect Your covered Product against any further damage; and (7) follow the owner's manual.

Additional Coverage Applicable Only to New Product Plans **Refer to the Schedule Page for Your Plan Type**

- 1. Product Coverage Eligibility**— Coverage can be purchased on a Product within sixty (60) days of the purchase or installation of such Product at or by Lowe's.
- 2. Refrigeration Rental Reimbursement** – If your covered refrigerator or freezer is not repaired within 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 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 25% of the Retail Cost of the covered refrigerator or freezer.
- 3. Food Spoilage Reimbursement**— If You purchased a refrigerator or freezer and You incur a covered failure that results in food loss, You will be reimbursed by Payment for food spoilage up to \$300. This amount is on each covered refrigerator and/or freezer on a per incident basis. Documented proof of loss will be required.
- 4. Preventative Maintenance Reimbursement** - **We recommend You maintain Your Product(s) per the manufacturer's instructions. Doing so should help extend the life of Your Product(s) and save You time and money. To encourage such maintenance under this Plan, You will receive a 50% reimbursement of the cost and, sales tax, on the preventative maintenance parts listed below during the term of this Plan.** To qualify, such parts must be purchased at a Lowe's retail location, online at lowes.com or through the Lowe's mobile application. If Lowe's does not carry the required maintenance part, the Plan Administrator may approve a claim for parts purchased elsewhere. Parts outside of the items listed below will be reimbursed at the sole discretion of the Plan Administrator. There is a \$100 reimbursement limit for the first 12 months after this benefit begins ("the Initial Maintenance Period"), and for each subsequent 12 month period after the Initial Maintenance Period, until the Plan expires. In order to obtain reimbursement, 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 reimbursement. Approved claims will be paid in the form of a Lowe's

merchandise credit. Preventative maintenance reimbursement does not affect Your Payback Reward benefit for major appliances.

- 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.
5. **Service Timing** - If Your Product is not repaired within 14 days, You will receive a one-time Payment of \$50 over the life of the Plan. If Your Plan includes onsite 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 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 directed by the Plan Administrator. This benefit does not apply to refrigerators or freezers.
 6. **Payback Reward** - Upon expiration of Your Plan, We will reimburse You 30% of the Price of Your Plan if You haven't made any service claims. You must contact the Plan Administrator within 60 days of the end of Your Plan term to claim this benefit. Payback Reward only applies to major appliances.
 7. **No Lemon Policy** - After expiration of the manufacturer's warranty, if You have three covered service repairs completed on three separate occasions and Your Product requires a fourth repair, as determined by Us, We will issue You a Payment, not to exceed the Retail Cost of the original Product, plus applicable sales tax. 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 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 2 visits will collectively be deemed only 1 completed major failure service repair. Repairs done within 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 3 separate major failure service repairs. Please keep Your service receipts; copies cannot be provided by Us.

Additional Coverage Applicable Only to Post Warranty Plans
Refer to the Schedule Page for Your Plan Type

1. **Product Coverage Eligibility** - Coverage can be purchased on a Product that was purchased between 61 days and less than 1 year ago from the purchase or installation of such Product at or by Lowe's.
2. **Refrigeration Rental Reimbursement** –This only applies if You purchased the 5 year Plan for a refrigerator or freezer. If your covered refrigerator or freezer is not repaired within 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 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 25% of the Retail Cost of the covered refrigerator or freezer.
3. **Food Spoilage Reimbursement**– If You purchased a refrigerator or freezer and You incur a covered failure that results in food loss, You will be reimbursed by Payment for food spoilage up to \$300. This amount is on each covered refrigerator and/or freezer on a per incident basis. Documented proof of loss will be required.
4. **Preventative Maintenance Reimbursement** - **We recommend You maintain Your Product per the manufacturer's instructions. Doing so should help extend the life of Your Product and save You time and money. To encourage such maintenance under this Plan, You will receive a 50% reimbursement of the cost and, sales tax, on the preventative maintenance parts listed below during the term of this Plan.** To qualify, such parts must be purchased at a Lowe's retail location, online at lowes.com or through the Lowe's mobile application. If Lowe's does not carry the required maintenance part, the Plan Administrator may approve a claim for parts purchased elsewhere. Parts outside of the items listed below will be reimbursed at the sole discretion of the Plan Administrator. There is a \$100 reimbursement limit for the first 12 months after this benefit begins ("the Initial Maintenance Period"), and for each subsequent 12 month period after the Initial Maintenance Period, until the Plan expires. In order to obtain

reimbursement, 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 reimbursement. Approved claims will be paid in the form of a Lowe's merchandise credit. Preventative maintenance reimbursement does not affect Your Payback Reward benefit for major appliances.

- 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.
5. **No Lemon Policy** - If You have 3 of the same major failure service repairs completed on 3 separate occasions within a 12 month period on a Product, and that Product requires a 4th 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 EPP count toward the 3 major failure service repairs under this Plan, provided they are the same and all occur within the same 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 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 2 visits will collectively be deemed only 1 completed major failure service repair. Repairs done within 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 3 separate major failure service repairs. Please keep Your service receipts; copies cannot be provided by Us.

Additional Coverage Applicable Only to Extension Plans
Refer to the Schedule Page for Your Plan Type

1. **Product Coverage Eligibility** - Coverage can be purchased on a Product that has a Product Age of up to 10 years as long as the Product has been under coverage through an EPP.
2. **Refrigeration Rental Reimbursement** – This only applies if You purchased the 5 year Plan for a refrigerator or freezer. If your covered refrigerator or freezer is not repaired within 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 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 25% of the Retail Cost of the covered refrigerator or freezer.
3. **Food Spoilage Reimbursement for Extension Plan if listed on the Schedule Page** – You will be reimbursed for food spoilage up to \$150 if You purchased the 1, 2, 3, or 4 year Plan and \$250 if You purchased the 5 year Plan for covered failures of Your refrigerator or freezer per Product per incident. Documented proof of loss will be required.
4. **No Lemon Policy** - If You have 3 of the same major failure service repairs completed on 3 separate occasions within a 12 month period on a Product, and that Product requires a 4th 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 EPP count toward the 3 major failure service repairs under this Plan, provided they are the same and all occur within the same 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 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 2 visits will collectively be deemed only 1 completed major failure service repair. Repairs done within 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 3 separate major failure service repairs. Please keep Your service receipts; copies cannot be provided by Us.

The following State Specific Requirements apply to all Plan Types 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, MN NC, NH, NJ, NV, NY, OR, SC, UT, and WY Residents only: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

HI, MT, 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, HI, MA, ME, 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.

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

AL Residents only: Cancellation: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. The **CANCELLATION BY US** provision is amended as follows: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee or material misrepresentation.

AZ Residents only: Cancellation: 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 pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. **ARBITRATION:** 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: Under **DEFINITIONS, Plan Administrator** is Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697. You may cancel this Plan if You return the Product, or the Product is sold, lost, stolen, or destroyed. Under **CANCELLATION BY YOU and CANCELLATION BY US**, 30 days of purchase is deleted and replaced with: thirty (30) days from the date of receipt of Your Plan. **Arbitration:** The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 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.

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: Regulation: The rate charged for the Plan is not subject to regulation by the Florida Office of Insurance Regulation. **Arbitration:** 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 following is added to **CANCELLATION BY YOU:** You may cancel this Plan at any time. No claim paid or incurred or cancellation fees will be deducted from any refund owed. **Exclusion u** is deleted and replaced with the following: **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 RESULT IN DENIAL OF COVERAGE UNDER THIS PLAN);** 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. 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 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. You will be provided with a written notice at least 10 days prior to cancellation. We reserve the right to cancel this Plan at any time in the event of fraud or material misrepresentation by You. You will be provided with a written notice at least 30 days prior to cancellation. If We cancel and fail to refund the unearned pro rata purchase price by the cancellation effective date, We shall pay You a penalty equal to 25% of the unearned pro rata purchase 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. The penalty does not apply to nonpayment by You. Failure to provide such refund shall not invalidate the notice of cancellation.

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.

MD Residents only: Free Look: You may cancel this Plan within 20 calendar days of receipt of the Plan if mailed, or within 20 days after the date of delivery of this Plan if given at time of sale. Upon return of this Plan within the applicable time period, if no claim has been made under this Plan, the Plan is void and the Administrator shall refund You the full price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this Plan. The right to reject and return this Plan applies to the original purchaser of this Plan.

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: Arbitration: Any Arbitration will 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. 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. Cancellation requests received within the first 30 days of purchase will receive a refund in the amount of 100% of the Purchase Price. Cancellation requests received after 30 days from the date of purchase will receive a pro rata refund of the Purchase Price. 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 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 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.

NC Residents only: We can cancel this Plan at any time in the event of nonpayment of the Plan by You or a direct violation of the Plan by You. **Regulation:** The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product.

NH Residents only: Notice: 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. **Arbitration:** 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.

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. 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. 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. 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.

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

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 24 hours after the report of Your claim. 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. 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 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 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 15 days after the notice of cancellation is mailed to You. **Free Look:** If this Plan is returned within the first 30 days of purchase and a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

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.

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.

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. 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. 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. 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. 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, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and 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.

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

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 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the 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 31st 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 10% per month on any refund that is not paid or credited within 45 days after return of the Plan to Us.

UT Residents only: This Plan does not cover pre-existing conditions. Notice and proof of loss must be provided as soon as reasonably possible. Failure to obtain prior authorization or submit repair orders and other documentation will not automatically invalidate Your claim if You can demonstrate that it was not reasonably possible to obtain prior authorization or file the documents within such time period. **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. **Emergency Repairs:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair. **Exclusion u** is deleted and replaced with the following: **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 RESULT IN DENIAL OF COVERAGE UNDER THIS 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 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 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. You will be provided with a written notice at least 10 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 material misrepresentation or substantial breach of duties by You. 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.

WA Residents only: 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 Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. **Free Look** - You may, within 30 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 shall 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. **Insurance:** Obligations of the Plan Provider under this Plan are backed by the full faith and credit of the Plan Provider. **Emergency Repairs:** If an emergency occurs which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair.

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. 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 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 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, the Plan is void and You will be refunded the full Plan Price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the 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. The following is added to the **CANCELLATION BY YOU** provision: In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. 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 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.