

## PROTECTION PLAN SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is issued to You and includes the terms and conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Coverage Confirmation. This Service Contract covers the Product(s) described on Your proof of coverage, or if applicable, Your receipt, other enrollment documentation, or Your Product Profile (“Coverage Confirmation”). We may require You to provide these documents prior to Your service event. This is not an insurance contract.

**COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR PRODUCT SELLER’S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR PRODUCT SELLER FOR BREAKDOWN ISSUES. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR PRODUCT DURING THIS WARRANTY TIMEFRAME.**

### DEFINITIONS

**Administrator** means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is Federal Warranty Service Corporation in all states except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc.. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-597-8839.

**Breakdown** means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure or other defect in materials and workmanship that is outside of the manufacturer’s or Product seller’s warranty period, We will arrange to service the Product with the necessary parts and/or labor as outlined in this Service Contract. Breakdown also applies to wear and tear of Your Product.

**Coverage Type** means the package of services and coverages provided under this Service Contract as listed on Your Coverage Confirmation. The Coverage Type You select at enrollment determines the coverages available under this Service Contract.

**Damage** means during the Service Contract term, if You submit a valid claim on a Product notifying Us of a failure due to accidental damage from handling, We will arrange to service the Product. Accidental damage from handling refers to operational or mechanical failures resulting from an unexpected and unintentional external event, such as drops or liquid spills.

**Power Surge:** means a Product failure resulting from a voltage oversupply. For consumer electronics, claimed Products must be connected to a surge protector approved by the Underwriter’s Laboratory, Inc. at the time of loss. Power

Surge does not include damages resulting from the improper installation or improper connection of the Product to a power source. Refer to Your Coverage Confirmation to see if Power Surge is included in Your Coverage Type and available for Your property type.

**Product Profile (if applicable)** means the personal user account You create with Us to register and manage Your Product(s) and view Your coverage details (including the Product(s), Coverage Type, coverage term, price, applicable Service Fee (if any), and other applicable coverage information.

**Products(s)** means Your eligible Bosch, Thermador, or Gaggenau appliance listed on Your Coverage Confirmation that is enrolled for coverage under this Service Contract.

**Provider** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-597-8839.

**Seller** is the entity that made available this Service Contract as listed on Your Coverage Confirmation.

**We/Us/Our** means the Provider, the Administrator, or our third party authorized servicers.

**You/Your** means the Product(s) owner or lessee under this Service Contract.

### WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins on the date listed on Your Coverage Confirmation. We reserve the right to deny coverage for any property that You do not register or that We do not approve as Product. In addition, We may disapprove enrollment in this Service Contract for any reason.

Should We disapprove coverage, We will notify You within thirty (30) days of Your enrollment or Product registration and refund any applicable price collected.

Your coverage start date, Coverage Type, term, end date, price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

**For those who purchase month to month coverage or a renewable term option (when offered), Your Service Contract will renew automatically at the end of Your Coverage Term as listed on Your Coverage Confirmation unless cancelled or not renewed previously by either You or Us. Affirmative consent to this provision is obtained from You at the time of purchase.**

## WHAT IS COVERED

In exchange for the price paid, this Service Contract covers one or more of the following benefits as listed under Your Coverage Type on the Coverage Confirmation:

**Breakdown or Power Surge:** If during the Service Contract term, You submit a valid claim on a Product to notify Us of a Breakdown or Power Surge (when applicable), We will arrange to repair or replace the claimed Product.

**Laundry Reimbursement:** If You purchase this Service Contract for a washer and/or dryer, We will reimburse You with a merchant card up to fifty dollars (\$50), including tax for Your laundry cleaning costs should Your appliance be out of service due to a Breakdown or Power Surge for more than seven (7) consecutive days after You filed Your claim request with Us. Reimbursement does not include any applicable sales tax. We require proof of laundry expense for this benefit.

**Food Spoilage Reimbursement:** If You purchase this Service Contract for a refrigerator and/or freezer, We will reimburse You with a merchant card up to three hundred dollars (\$300) for food loss resulting from a Breakdown or Power Surge during the coverage term. Reimbursement does not include any applicable sales tax. We require proof of loss for this benefit.

In addition, during the Service Contract term, We may provide You with other services specific to Your Product(s). These limited benefits may include (but are not limited to) support, content backup and security services, claims management tools, alternative servicing and upgrade options, rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.

## WHAT IS NOT COVERED

We will not provide service to a Product with failure or damage that results from:

1. Breakdown or damage caused by improper installation, the use of improper cleaning methods or products (outside of the manufacturer's recommendation), or relocating a non-portable Product from one location to another.
2. Breakdown or damage caused by
  - a. misuse, reckless, excessive or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;
  - b. exposure to environmental or weather conditions outside of the manufacturer's guidelines;
  - c. rust or corrosion;
  - d. acts of God, or other external causes such as fire, except as described in What Is Covered;
  - e. an improper electrical/power supply;

- f. leaking Product battery (or any other leaking substance on or within the Product);
  - g. service performed by anyone not authorized by the manufacturer or Us or any unauthorized alterations; or
  - h. any other force majeure or event originating from outside the Product.
3. Operating the Product outside the permitted or intended use as described by the manufacturer. A Product with an altered, defaced, or removed serial number. Or, a Product modified to alter its functionality or capability without the manufacturer's written permission.
  4. A Product that was lost, stolen or damaged (when Damage is not part of Your Coverage Type).
  5. A Product that is not returned to Us in its entirety.
  6. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily oils, perspiration, bodily fluids or functions).
  7. Cosmetic damage (unless specified in What is Covered), including but not limited to scratches, dents, or housing cracks that do not otherwise affect the functionality of a Product.
  8. Damage caused by normal wear and tear or which is otherwise due to the Product's normal aging (unless specified under Breakdown).
  9. Pre-existing conditions known by You that occurred prior to the coverage start date or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.
  10. No problem found diagnosis or issues that could be resolved with a software upgrade.
  11. Any intentional dishonest (including misrepresentation), fraudulent or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.
  12. Any liability for damage arising from delays or any indirect, consequential, or incidental damages due to a claim event. This includes but is not limited to loss of use, loss of business, or down time from delays in repair.
  13. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.

14. Any other act or result not described in What Is Covered.
15. For appliances including hot water heaters (in addition to the items above):
  - a. Consumables and non-functional parts (including belts, external housing, casings, consumer replaceable batteries, lights, knobs, racks, rollers, drip pans or grates, buttons, filters, vents, hoses, water lines, door liners, and shelves) that do not affect the mechanical or electrical function of the Product (unless specified in What is Covered).
  - b. Breakdown or damage caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Service due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
  - c. Any costs associated with permits, licenses, or other parts required for the installation or reinstallation of the Product.

Product, any error messages displayed, the actions which were taken before the Product experienced the issue and the steps taken to resolve the issue.

5. Pay any applicable Service Fee as described below. We will deny the service event if You fail to pay any applicable Service Fee or fail to provide information relating to the service request when asked.
6. Follow the instructions We give You, including but not limited to unlocking Your Product, turning off location features, resetting the Product to factory settings, removing Your data/registration from the Product, refraining from sending accessories that are not subject to service, and packing the Product according to the shipping instructions (when applicable to Your Product type).
7. When receiving onsite service, make sure the Product is accessible in an unobstructed and safe location within reach of an appropriate manufacturer-specified wall outlet. An adult of legal age must be present at time of service.
8. Do not open a Product as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on a Product.
9. Protect the Product from damage and perform any routine care and preventative maintenance as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

## YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data (as applicable) that resides on Your Product(s). DURING A SERVICE EVENT, WE MAY DELETE THE PRODUCT CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Update software (as applicable) to currently published releases prior to seeking service.
3. As part of a service event, provide a detailed description about where and when the issue occurred as well as the symptoms and causes of the issues with the Product. In addition, We will need to know of any actions taken to resolve the issue prior to calling Us.
4. Respond to Our requests for information, including but not limited to the Product ownership, the Product's serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the

## HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within thirty (30) days of the date of the Product(s) Breakdown, Power Surge, or Damage (if applicable).

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

**To arrange for service, visit Us at [protectionplanclaims.com](http://protectionplanclaims.com) or contact Us at 1-888-597-8839.** We will assist You to determine the issue with the Product. To the extent that We confirm a service event, We will process Your claim and arrange for service based on the services available for Your Product type, Coverage Type, and applicable services.

We will use new or refurbished parts (when We provide the repair parts) or replacements for any hardware benefit under this Service Contract that are like kind and quality in performance and reliability.

## SERVICE OPTIONS

We will setup service with an authorized servicer determined by Us based on the service available at Your location, for Your

Product type, as well as the service that You purchased. Our repair options include:

1. If We determine that the Product qualifies for in-home/on-site service, We will repair Your Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from Our repair center.
2. If the Product qualifies for carry-in service, We either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with You to take the Product for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your Product to /from the repair center and assume any corresponding cost.
3. If We determine that the Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Product to You.
4. Depending on the claimed Product and the Coverage Type, We may also provide to You repair advice, products to aid in stain removal, and/or individual parts to replace broken parts.

If the manufacturer's warranty covers the replacement part but not labor at the time of Breakdown, this Service Contract will provide the applicable labor to repair the Product.

Should We choose to replace Your claimed Product because either We are unable to repair it, the repair cost exceeds the current retail replacement value of the Product, or Your Service Contract is a product replacement plan, We, at Our option, will either:

1. Replace the Product with a new or refurbished, device that is of like kind and quality and comparable in performance. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement will not exceed the Maximum Coverage Per Claim (specified below).
2. Issue a merchandise credit equal to the value of the replacement product, not to exceed the Maximum Coverage Per Claim. The merchandise credit may be used by You toward the purchase of any eligible replacement of Your choice, or used to upgrade to another product.
3. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

When You receive either the replacement, merchandise credit, or settlement, the damaged/unrepairable Product becomes

Our property should We choose to take possession of it at Our sole discretion.

You may be responsible for transporting the claimed Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and the Product's eligibility to receive a particular method of service.

We cannot guarantee that any service or replacement will result in an exact match (such as make/model, materials, or color matches) to the claimed Product. This may be due to availability of devices or differences in dye lots, natural grains, external conditions, or other similar reasons. If We choose to service a Product that is part of a set, We will repair or replace only the piece that is broken or damaged.

**No Lemon Guarantee** – During the coverage term, if Your Product has three (3) separate repairs events completed under this Service Contract and requires a fourth (4<sup>th</sup>) as determined by Us for the same Breakdown during the coverage term, We will issue a replacement or settlement, not to exceed the Maximum Coverage Per Claim. We may require documentation as part of this benefit.

#### **LIMITS OF LIABILITY**

Your Maximum Coverage Per Claim is the the purchase price of the Covered Product excluding sales tax and shipping and handling charges .

In addition, the following limits apply:

The maximum number of repairs and/or replacements under this Service Contract is the lesser of the aggregate cost of repair(s) up to the Covered Product's purchase price excluding sales tax and shipping and handling charges or one (1) Product replacement (or its equivalent) during the coverage term. No further repairs or replacements will be provided. Such repairs or replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

#### **Service Fee**

You will be charged a non-refundable Service Fee (as applicable) for each Product repair or replacement as listed on Your Coverage Confirmation.

#### **INELIGIBLE FOR COVERAGE**

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.

Your property either not registered with Us, or approved for coverage by Us, as outlined under Product(s) and When Coverage Begins, or property not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

## CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting **1-888-597-8839** or visiting **protectionplanclaims.com**.

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund. If You cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for the unearned pro rata portion of the price paid (including tax) less any claims paid under the Plan as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the price; (2) fraud or material misrepresentation; or (3) breach of duties by You. If We cancel due to fraud, material misrepresentation or a breach of duties by You, We will provide written notice, with the cancellation date and the reason for cancellation, at the last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will issue a refund for the unearned pro rata portion of the price paid less any claims paid under the Plan as of the cancel date.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

## RENEWAL

For those who purchase a renewable term option, We have the right to non-renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the price and Service Fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.

## TRANSFER

This Service Contract is transferable to another individual or entity. If You wish to transfer this Service Contract coverage on the Product(s) to another individual or entity, please contact the Administrator to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Service Contract cease and the

designated individual or entity assumes all remaining benefits and obligations.

## CHANGES

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If We adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

## OTHER CONDITIONS

1. If You provide Your mobile number or email address to Us or the Seller, We may electronically deliver all notices, documents and communications related to this Service Contract to You through these channels. You may opt out of electronic communications at any time.
2. The obligations of this Service Contract are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Service Contract, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: P.O. Box 105689, Atlanta, GA 30348-5689, or by calling 1-800-852-2244.

## ARBITRATION

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract 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.

**Certain states require special disclosures or provisions that may vary from the provisions above. The following state variations apply only when there is inconsistency.**

The purchase of this Service Contract is not required to obtain financing or to purchase property or goods.

**AL, AR, ME, MO, NY, OR, SC, UT, VT and WA:** If an emergency occurs that requires repair when We are closed and cannot provide authorization, you may contact Us immediately following the emergency repairs to report the claim.

**AL, AR, CO, MA, ME, MN, MO, NJ, NM, NV, NY, SC, WA, WI and WY:** If You cancel this Service Contract within the first twenty (20) days after the date the Service Contract was mailed or within ten (10) days of delivery, and the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund including applicable tax. This provision applies only to the original purchaser of the Service Contract and is not transferable.

**MD and VT:** If You cancel this Service Contract within the first twenty (20) days after receipt, and the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund including applicable sales tax.

**AL, AR, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NY, NV, SC, TX, WA, WI and WY:** A ten percent (10%) penalty per month (or portion thereof) and any accrued penalties shall be added to any refund not paid to You within forty-five (45) days, thirty (30) days in NY and WA, after this cancellation date. This provision applies only to the original purchaser of the Service Contract and is not transferable.

**AL, AR, CO, DC, HI, MA, MT, NJ, NY, SC, TX, and WY:** If We cancel this Service Contract, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least five (5) days, ten (10) days in WY and fifteen (15) days in AR, NY, and SC, prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

**GA, OR, UT, WI and WY:** The **ARBITRATION** provision is deleted. It is not applicable to You.

**AL, MO and NH:** No paid service events will be deducted from any refund regardless of who initiates the cancellation.

**AL:** If You cancel this Service Contract after the first twenty (20) days or when You incur a paid service event during this timeframe, We will issue a refund for the unearned pro rata portion of the Service Contract price paid (including any tax).

**AZ: Preexisting defects known by You prior to the coverage start date are not covered, except if the defect should reasonably have been known by Us or the Service Contract Seller. Failures or damage caused or resulting by improper installation or assembly as well as faulty or negligent repair work of from the installation of defective parts, are excluded except if parts or components are repaired or replaced under the Service Contract.** If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event, during this timeframe, We will issue a refund for the unearned pro rata portion of the Service Contract price paid (including any tax), less any paid service events, in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less. We will not cancel or void this Service Contract due to acts or omissions by Us or Our subcontractors for failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Service Contract due to misrepresentation either by Us or any person selling the Service Contract on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include Your fraudulent or unlawful acts arising out of or relating to this Service Contract or Your use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs. Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a service company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., phone number 602-364-2499.

**CA:** The Service Contract Administrator is Federal Warranty Service Corporation. The address and phone number are P.O. Box 105689, Atlanta, GA 30348-5689, 866-344-5073. **You may cancel this Service Contract at any time for any reason by emailing [contracthelp@assurant.com](mailto:contracthelp@assurant.com), by calling 1-888-597-8839, by mailing your request to P.O. Box 100, Rapid City, SD 57709, or by visiting [protectionplanclaims.com](http://protectionplanclaims.com).** If Your Service Contract is covering an item other than a home appliance or home electronic product and You cancel this Service Contract within the first sixty (60) days of the receipt of the Service Contract, and the price has been paid, and no service events have been paid, We will

issue a full refund. If a service event has been paid during this time period, the refund will be pro rata. If You cancel after the first sixty (60) days, We will issue a refund for any unearned pro rata price paid, less an administrative fee not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less. We may only cancel this Service Contract for nonpayment, material breach or fraud by You. The ARBITRATION provision is amended by adding the following: 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 1-800-952-5210, write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or visit [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov). **Form ID in California: EPP30001S-0325 v1-0325.**

**CO:** If You cancel this Service Contract after the first twenty (20) days of the coverage start date or when You incur a paid service even during this timeframe, We will issue a full refund for the unearned portion of the pro rata Service Contract price paid less any paid service events, in addition to an administrative fee (not to exceed) ten percent (10%) of the Service Contract price.

**CT:** If Your coverage term is less than one (1) year, Your Service Contract will automatically extend by the duration that the Product is withheld from You while being repaired. You may cancel this Service Contract for any reason, including but not limited to return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. If You purchased this Service Contract in Connecticut and a dispute arises between You and the Provider, You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Product and cost of repair, and include a copy of this Service Contract.

**DC:** If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event, during this timeframe, We will issue a full refund for the unearned pro rata Service Contract price paid less any paid service events, in addition to an administrative fee (not to exceed) ten percent (10%) of the Service Contract price or twenty-five (\$25), whichever is less.

**FL:** The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. 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. Arbitration will take place in the county where You reside. If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned portion of the pro rata Service Contract Price paid less any paid service events as of the cancellation date. All references to an administrative fee is deleted.

**GA:** If You cancel this Service Contract within the first twenty (20) days after the date the Service Contract was mailed or within ten (10) days of delivery, and the price has been paid, the Service Contract is void and We will issue a full refund including applicable tax less any paid service events. If You cancel after the first twenty (20) days, We will issue a refund for any unearned pro rata Service Contract price paid less any paid service events as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the unearned pro rata Service Contract price or twenty-five dollars (\$25) whichever is less). We may cancel this Service Contract at any time only for fraud, material misrepresentation or for nonpayment by You. If a dispute arises between the English and foreign language version, due to issues of interpretation, the English version will prevail in all cases.

**IL:** If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned portion of the pro rata Service Contract price paid less any paid service events, in addition to an administrative fee (not to exceed) ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less.

**MD:** This Service Contract extends automatically when We fail to perform the services under this Service Contract. This Service Contract will not terminate until services are provided according to the terms of the Service Contract.

**ME:** If You cancel this Service Contract after the first twenty (20) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned pro rata Service Contract price paid,

less any paid service events, in addition to an administrative fee (not to exceed) ten percent (10%) of the Service Contract price.

**MI:** If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**MN:** If We cancel this Service Contract, We will provide written notice with the cancellation date and reason for the cancellation at the last known mailing or electronic address at least fifteen (15) days prior to the cancellation date. We will provide five (5) days written notice if the reason for cancellation is non-payment of the Price, material misrepresentation, or a substantial breach of duties relating to the Product of its use. 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.

**NC:** If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a refund for the unearned portion of the pro rata Service Contract Price paid less any paid service events as of the cancellation date. We can only cancel this Service Contract in the event of nonpayment of the price or a direct violation of the Service Contract by You.

**NH:** Service Contract Price: See Welcome Letter. In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416. Any arbitration proceeding is subject to RSA 542.

**NM:** If You have any concerns regarding the handling of Your Claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. A ten percent (10%) penalty for each thirty (30) day period or portion thereof, and any accrued penalties, shall be added to a refund that is not paid or credited within sixty (60) days after this Service Contract is cancelled. If this Service Contract has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Service Contract; (3) you engage in fraud or material misrepresentation in obtaining this Service Contract; (4) you commit any act, omission, or violation of any terms of this Service Contract after the effective date of this Service Contract which substantially and materially increase the service required under this Service Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Service Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Service Contract. If You cancel this Service Contract after the first twenty (20) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned portion of the pro rata Service Contract price paid, less any paid service events, in addition to an administrative fee, (not to exceed) ten percent (10%) of the Service Contract price paid. If We cancel, an administrative fee may not be imposed.

**NV:** If You have an emergency which involves the loss of heating or cooling, plumbing, substantial loss of electrical service, and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty-four (24) hours after the report of Your claim and will be completed as soon as reasonably practicable thereafter. If We determine that the repairs cannot be practicably completed within three (3) calendar days after the report of the claim, We will provide a status report to You at Your last known address and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than three (3) calendar days after the report of the claim. We may cancel this Service Contract within the first seventy (70) days for any reason. We may not cancel this Service Contract once it has been in effect for seventy (70) days, except for the following conditions: failure by You to pay the Service Contract price; You are convicted of a crime which results in an increase in the service required under the Service Contract; fraud or material misrepresentation by You in purchasing the Service Contract or in the presentation of a claim; the discovery of an act or omission, or a violation of any condition of the Service Contract by You which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the service required under the Service Contract which occurs after the purchase of the Service Contract and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Contract, no cancellation of a service contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If We cancel, You will receive a refund for any unearned pro rata Service Contract Price. All reference to an administrative fee is deleted and replaced with cancellation fee. No paid service events will be deducted from any refund. **This Service Contract will not cover any unauthorized or non-manufacturer recommended modifications to the Product, or Any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Product is modified or repaired**

**in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Service Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Service Contract.** If You are not satisfied with the manner in which We are handling the claim on Your Service Contract, You may contact the Commissioner by calling the toll-free number, (888) 872-3234.

**OK:** Oklahoma License Number 44199246. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel this Service Contract after the first thirty (30) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned portion of the pro rata Service Contract Price paid less any paid service events as of the cancellation date. **Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, 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 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 Service Contract 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:** In the event of a dispute with the Provider of this Service Contract, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

**TN:** You may cancel this Service Contract at any time for any reason by emailing [contracthelp@assurant.com](mailto:contracthelp@assurant.com), by calling 1-888-597-8839, by mailing your request to P.O. Box 100, Rapid City, SD 57709, or by visiting [protectionplanclaims.com](http://protectionplanclaims.com).

**TX:** In the event a covered service is not provided by Us before the sixty-first (61st) day after the proof of loss have been filed, or if a refund credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is canceled, You may apply direction to American Bankers Insurance Company of Florida. The Administrator Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Contract, 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). You may cancel this Service Contract before the thirty-first (31st) day of purchase. If the Service Contract is cancelled within the applicable time period, You will receive a one hundred percent (100%) refund of the purchase price paid for this Service Contract. If You cancel this Service Contract on or after the thirty-first (31st) day of purchase, We will issue You a full refund for any unearned pro rata Service Contract price paid less any paid service events, in addition to an administrative fee, (not to exceed) ten percent (10%) or twenty-five dollars (\$25), whichever is less.

**UT:** The Service Contract Administrator and Provider is Federal Warranty Service Corporation, located at P.O. Box 105689, Atlanta, GA 30348-5689. 1-888-775-6937. The obligations of this Service Contract are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Service Contract, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at P.O. Box 105689, Atlanta, GA 30348-5689, or by calling 1-800-852-2244. Coverage afforded under this Service Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. We may cancel this Service Contract during the first sixty (60) days for any reason. After sixty (60) days We may only cancel for the following reasons: material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Contract; or substantial breach of contractual duties, conditions, or warranties.

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

**WA:** The obligations under this Service Contract are backed by the full faith and credit of the Service Contract Provider. If We cancel this Service Contract, You will receive written notice at least twenty-one (21) days prior to the cancellation date, stating the effective date and reason for cancellation. Nothing in **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.

**WI: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This is a 'service contract' as regulated under Wisconsin Law and as referenced in the Federal Public Law 93-637. Proof of loss must be provided as soon as reasonably possible and within (1) year from the request. Failure by You to furnish proof of loss within this timeframe does not invalidate or reduce a claim unless We are prejudiced, and it was reasonably possible to meet the time limit. We can cancel this Service Contract at any time only in the event of nonpayment of the Service Contract purchase price, material misrepresentation or substantial breach of duties by You related to the covered Product or its use. We will provide written notice at least five (5) days prior to cancellation at your last known address. The notice shall state the effective date of the cancellation and the reason for the cancellation. If You cancel this Service Contract after the first twenty (20) days of the coverage start date or when You incur a paid service event during this timeframe, We will issue a full refund for the unearned pro rata Service Contract price paid less any paid service events, in addition to an administrative fee (not to exceed) ten percent (10%) of the Service Contract price paid. In the event of a total loss of property covered by this Service Contract that is not covered by a replacement product pursuant to the terms of this Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund of any unearned provider fee.