



ASSURANT®

ASSURANT 360° PROTECTION SUMMARY

The Assurant 360° Protection Plan strives to deliver a worry-free consumer experience. The following is a summary of the coverage and terms.

HOW YOUR COVERAGE WORKS:

Assurant 360° Protection Plans cover repair or replacement of a variety of products, such as mobile phones, major appliances, consumer electronics, jewelry, watches, tools and personal computers due to failures or damages that occur during normal use.

For New Products: If your Assurant 360° Protection Plan has a term of one year from the date of purchase and overlaps with the terms of a one-year manufacturer's warranty, you can file a claim directly with us at any time from your Plan's date of purchase. If your Assurant 360° Protection Plan has a term of more than one year from the date of purchase, this Plan excludes coverage for any loss covered by the manufacturer's warranty, but provides certain additional benefits during this period.

For Like-New/Used Products: The Assurant 360° Protection Plan begins on the date of purchase. You can file a claim directly with us at any time from your Plan's date of purchase. The Plan ends on the date indicated on your proof of purchase. If the Plan expires, we may offer an option to renew it.

Examples of covered issues include computer hard drive failures, appliance damage due to a power surge when using an Underwriter's Laboratory approved surge protector, DVD players that cannot read discs, and digital camera sensor failures. You're covered up to the full purchase price of your item (tax and shipping are excluded). Certain plans include power surge and food loss.

If you purchased the Accidental Damage Coverage Benefit, your coverage expands to include damage from handling, liquid spills and item drops. This coverage does not cover willful damage, negligent use, theft or loss. Accidental Damage Coverage is not available for major appliances.

Your service plan must have been purchased within thirty days from the date you purchased your product.

REPAIRS & SERVICE:

To arrange for service, go to www.assurantsolutions.com/svcplans. The Assurant 360° Protection Plan Administrator must authorize all repairs and service in advance. If your repair is not satisfactory, please contact us.

In-Home Service: If we determine large items such as desktop computers, TVs over 37 inches and large appliances qualify for In-Home Service, we will help you schedule an appointment with a local repair technician for in-home service and we will pay the technician directly.

For Shippable Items: We will provide you with a shipping label or box with a mailing label. We will cover your shipping charges to our repair facility and ship your repaired item back at no charge to you. This is the only option for all-in-one desktops, laptops, tablets, digital cameras, cell phones and jewelry.

Carry In: Repairs may be performed at an authorized repair center, if determined by us, and you are responsible for delivering the product to the repair center. This applies to small TVs and some audio/video equipment.

Delays: For certain products like mobile phones, digital cameras, laptops, tablets, all-in-one desktops, personal care products, MP3 players and gaming products, we will repair or replace within 5 business days from the date we receive your product or we will refund the purchase price of your Plan. For all other Assurant 360° Protection Plans, if your repair requires more than 30 days to complete, the expiration date of your Protection Plan will be extended by the number of days required to complete the service.

Replacements & Reimbursements: If your product cannot be repaired or if replacement parts are no longer available, You may be asked to return the defective product and everything that was included with it, including remote controls, chargers and power cords, in order to receive either a replacement product, gift card or cash settlement.

Contract Fulfillment: Repairs, that in the aggregate, equal the purchase price of the original product; cash settlement; gift card; or, replacement of your product, fulfill the contract in its entirety.

Deductibles: There are no deductibles for Assurant 360° Protection Plans except if you purchased the Accidental Damage Coverage Benefit on a mobile phone. If this is the case, the amount of the deductible will be stated on proof of purchase.

WHAT ISN'T COVERED:

Refer to Section 21 of the Assurant 360° Protection Plan for specific details, but here are some of the more common exclusions:

Ineligible Products: Assurant 360° Protection Plans do not cover products used for commercial or business purposes.

Accidental Damage: Unless Accidental Damage Coverage Benefit is purchased, we don't cover items that are accidentally damaged, such as water damage, dropped devices and cracked laptop screens.

We don't cover rust, corrosion, pre-existing damages or preventive maintenance.

More exclusions apply. Refer to your actual Terms and Conditions for details.

OBLIGOR AND ADMINISTRATOR:

Plan is provided and administered by Federal Warranty Service Corporation (P.O. Box 105689, Atlanta GA 30348-5689, 1-866-761-7379) in all states, except FL (United Service Protection, Inc.) and OK (Assurant Service Protection, Inc.). These companies operate under the trade name Assurant.

TRANSFERS:

Transfer: The Assurant 360° Protection Plan is transferable at no cost by contacting us in writing or by going to www.assurantsolutions.com/svcplans and providing the Retailer's order confirmation number, name, address and phone number of the person to whom it is being transferred.

SPECIAL STATE DISCLOSURES:

There are state-specific requirements for the Assurant 360° Protection Plan, often related to cancellation of the Plan or resolution of disputes. Refer to your actual Terms and Conditions for details.

Please continue reading for a complete description of all terms and conditions pertaining to your Assurant 360° Protection Plan.

**EXTENDED SERVICE PLAN
Terms and Conditions**

The Service Plan includes the Terms and Conditions, Special State Disclosures and Proof of Purchase.

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

1. DEFINITIONS:

Administrator means the entity responsible for administering this Service Plan. Federal Warranty Service Corporation is the Administrator 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 of each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-761-7379. The service performed under this Service Plan is provided through the Administrator or a servicer approved by the Administrator.

Product means a new item, with manufacturer’s warranty coverage, used, refurbished, or open box item(s) shown on Your Proof of Purchase.

Proof of Purchase means Your order confirmation number or email confirmation number that specifies Your Service Plan term, Product and coverage.

Purchase Price means the price You paid for this Service Plan as listed on the Proof of Purchase.

Retailer means the store’s or seller’s website where You purchased the Product covered by this Service Plan as shown on Your Proof of Purchase.

Service Plan means this Service Plan, which You purchased to cover the Product described on the Proof of Purchase.

Service Plan Holder/You/Your means the owner of the Product covered under this Service Plan.

Service Plan Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation in all states except in Florida where the Service Plan Provider is United Service Protection, Inc. and in Oklahoma where the Service Plan Provider is Assurant Service Protection, Inc. The address and phone number of each Service Plan Provide is P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-761-7379.

2. COVERAGE TERM: Unless a specific coverage term is otherwise noted in this Service Plan for a particular benefit, this Service Plan begins on the date of purchase and ends on the date listed on Your Proof of Purchase.

FOR NEW PRODUCTS ONLY: IF YOUR SERVICE PLAN HAS A TERM OF ONE YEAR FROM THE DATE OF PURCHASE AND OVERLAPS WITH THE TERM OF THE ONE YEAR MANUFACTURER’S WARRANTY, LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER’S WARRANTY PERIOD ARE COVERED UNDER THIS SERVICE PLAN. THIS SERVICE PLAN ALSO PROVIDES ADDITIONAL BENEFITS.

FOR NEW PRODUCTS ONLY: IF YOUR SERVICE PLAN HAS A TERM OF MORE THAN ONE YEAR FROM THE DATE OF PURCHASE AND OVERLAPS WITH THE TERM OF THE MANUFACTURER’S WARRANTY, LOOK FIRST TO THE MANUFACTURER’S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY THE MANUFACTURER’S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY THE MANUFACTURER’S WARRANTY.

3. WHAT IS COVERED: Your actual coverage is listed on Your Proof of Purchase. Service includes functional parts and labor necessary to restore Your Product to normal operating condition. For all coverages, Your Service Plan must have been purchased within thirty (30) days from the date You purchased Your Product and, if Your Product is new, must still be within the manufacturer’s warranty period.

4. REPLACEMENT OPTION: If Your Product cannot be repaired or parts are no longer available, We will either replace Your Product with a new or refurbished product or We will provide You with a gift card, credit or an amount equal to the Replacement cost of Your Product, in the Administrator’s sole discretion, not to exceed the LIMIT OF LIABILITY. Replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law. You may be required to return Your defective Product along with all

accessories and batteries as a condition for receiving a replacement product or reimbursement. Unless You qualify for the Advanced Exchange Service Option described below, return of Your Product will be at Your own expense. If directed to mail in Your Product, You are responsible for packing the Product in the original or comparable packaging to prevent further damage during shipping. Replacement will be with a product of comparable type, quality and functionality and will be shipped to You, postage pre-paid by the Administrator.

5. **PARTS NON-AVAILABILITY:** If replacement parts necessary for repair become unavailable during the Service Plan term, We will either replace Your Product with a new or refurbished product or provide You with a gift card or provide an amount equal to the Replacement cost of Your product pursuant to the **REPLACEMENT OPTION** above. Such replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law. **Neither We nor the retailer will be liable for any damages as a result of the unavailability of replacement parts.**
6. **NO-LEMON POLICY:** If Your Service Plan has a term of one (1) year from the date of purchase and, if Your Product is new, overlaps with the term of the one (1) year manufacturer's warranty and Your Product fails three (3) times due to the same part(s) failure during the Service Plan term, and a fourth repair for the same problem occurs, as determined by Us, We will either replace Your Product with a new or refurbished product or provide You with a gift card or provide an amount equal to the Replacement cost of Your product pursuant to the **REPLACEMENT OPTION** above. Such replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law.

If Your Service Plan has a term of more than one year from the date of purchase and Your Product fails three (3) times due to the same part(s) failure during the Service Plan term and after expiration of the manufacturer's warranty period, and a fourth repair for the same problem occurs, as determined by Us, within any twelve (12) month period, We will either replace Your Product with a new or refurbished product or provide You with a gift card or provide an amount equal to the Replacement cost of Your product pursuant to the **REPLACEMENT OPTION** above. Such replacement or reimbursement will fulfill this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law.

7. **LIMIT OF LIABILITY:** The total amount that We will pay for repairs, replacement or reimbursement under this Service Plan will not exceed the price You paid for Your Product. If We make payments for repairs, replacement or reimbursement, which in the aggregate, are equal to the price You paid for Your Product, We will have no further obligations under this Service Plan. **IN NO EVENT WILL WE BE LIABLE UNDER THIS SERVICE PLAN FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.**
8. **OPTIONAL ACCIDENTAL DAMAGE COVERAGE:** If You purchased accidental damage coverage as stated on Your Proof of Purchase, this Service Plan will cover Your Product for accidental damage as a result of handling, drops and externally spilled liquid.
9. **COMPUTER PRODUCTS:** We will provide technical assistance and troubleshooting for the operation of Your Product. Call the Administrator's toll-free number listed under the **IF YOU NEED SERVICE** provision for technical assistance. Software technical support will be limited to the proper operation of the approved operating systems and pre-installed application software programs. Software support will at no time mean tutorial assistance. This Service Plan does not cover customer-installed software.
10. **JEWELRY PRODUCTS:** We will repair or replace Your Product due to loss of precious or semi-precious stones if such loss is due to defective mounting in the setting (does not include the primary center stone). Covered repairs include soldering, re-tipping of prongs, repairing prongs and mountings, rhodium plating, resetting stones, cultured pearl restringing, kinks or knots, dents, chips, breaks, cracks, thinning ring bands, gouges, and scratches. A single, one-time ring sizing is available sixty (60) days after Your Service Plan term begins.
11. **MOBILE PRODUCTS:** This Service Plan provides coverage for: parts and labor costs to repair or replace Your Product where the problem is the result of operational failure caused by normal wear and tear; one (1) battery repair or replacement, if the original rechargeable battery is defective as determined by Us and at Our sole discretion (We may require You to return Your original defective battery to Us to receive a replacement battery); damaged or defective buttons or connectivity ports located on Your Product; defective pixels when there are at least three (3) defective pixels throughout the entire display area; dust, internal overheating, internal humidity driven by weather; defects in material or workmanship; and power surge (see **POWER SURGE PROTECTION** for details).
12. **WATCHES:** We will repair or replace Your Product due to broken cases, bracelets, bands or clasps, bezels, broken or dented crowns, stems, and broken movements.

- 13. POWER SURGE PROTECTION:** This Service Plan provides protection for Your Product if the operational failure is caused by a power surge and a properly installed and functioning Underwriter's Laboratory approved surge protector is in use. You may be required to send Your surge protector to the Administrator for examination.
- 14. FOOD SPOILAGE COVERAGE FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY:** Food loss as a result of a functional parts failure is covered to a maximum of one hundred dollars (\$100.00) over the term of the Service Plan. Food loss that results from a loss or interruption of power is not covered. An itemized list of spoiled food will be required.
- 15. IF YOU NEED SERVICE:** To locate or arrange for service go to www.assurantsolutions.com/svcplans or call the Administrator at 1-866-761-7379. The Administrator is available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year. The Administrator will select an authorized repair center which will contact You to arrange for Your service. You should contact the Administrator directly if the completion of Your repair is not satisfactory.
- 16. TYPES OF SERVICE AND SERVICE LOCATION:** This Service Plan is available on new, used, refurbished, or open box Products and only to residents of the United States, including Alaska and Hawaii.
- In-Home/On-Site Service Option** - If the Administrator determines that Your Product requires in-home/on-site service, repairs will normally be performed at Your residence. To receive in-home/on-site service, an adult (of legal age) must be present at the location where on-site service will be performed and the Product must be easily accessible to the technician ("easily" meaning not having to remove or replace any structure, trim, mount, door, flooring, adjoining appliance, permanently affixed plumbing or piping, or external control system and removal of the Product for servicing must not require more than one person for safe removal, or the use of special equipment or tools such as, but not limited to, ladders, lift trucks, or scaffolding). Periodically, Your Product may need to be removed from the home and repaired elsewhere but if required, pick-up and return expenses will be covered by this Service Plan; provided, however, that Product de-installation and re-installation costs are not covered by this Service Plan. If You live beyond a thirty-five (35) mile radius of an authorized service center, You may be required to ship the Product to the designated servicer; however, shipping charges will be covered by this Service Plan. In-home/on-site service is not available for, but not limited to, the following items: jewelry products, watches, fax machines, external CD-ROM/DVD drives, external disk drives, and external tape backup systems or other similar products.
- Depot Service Option** - We will either provide a mailing label or box with a mailing label to You to return Your defective Product for repair. Repaired Products will be mailed back to You. The depot service option is the only service option for all-in-one desktops, laptops, tablets, digital cameras, cell phones, and jewelry.
- Carry In Service Option** - If the Service Plan Administrator determines that Your Product requires carry-in service, repairs will be performed at an authorized repair center. You will be responsible for the delivery of Your Product to the repair center for performance of the repairs and for pickup of the Product following completion of the service work. If shipping is required, charges will be covered by this Service Plan. The carry-in service option is the only option for smaller televisions and some audio/video equipment.
- Advanced Exchange Service Option** - If We determine Your Product is eligible for the Advanced Exchange Service Option, at Our sole discretion, We will provide You with a new or refurbished Product, of like kind and quality upon determining a covered failure on Your original Product. Upon dispatch of service, We may collect an unrecovered equipment fee of up to five hundred and fifty dollars (\$550) and ask You to send Us your originally covered Product. A box will be shipped to You with a pre-paid postage label to deliver Your original Product back to Us. Upon receipt of Your originally covered Product, We will refund the unrecovered equipment fee to You in full. If You do not return Your originally covered Product within ten (10) days after receipt of Your replacement product, the unrecovered equipment fee will not be refunded to You.
- 17. AVAILABILITY OF SERVICE:** Service will normally be available and rendered during the regular working hours and work week of product repair centers in Your area.
- 18. FIVE DAY SERVICE GUARANTEE FOR SPECIFIED PRODUCTS:** We will repair or replace Your Product five (5) business days from the date We receive Your Product or We will refund the Purchase Price of Your Service Plan. Products eligible for this service guarantee are; mobile phones, digital cameras, laptops, tablets, all in one desktops, personal care Products, MP3 players, and gaming Products.
- 19. DELAYS:** For all other Products covered under this Service Plan and not listed under the **FIVE DAY SERVICE GUARANTEE**, We will exercise reasonable efforts in providing service under this Service Plan but will not be liable for any damages arising out of delays and will not be obligated under any guarantee to automatically replace Your Product or refund the Purchase Price of Your Service Plan. Neither We nor the Administrator will be liable for consequential damages associated with delays. If Your repair requires more than thirty (30) days to complete, the expiration date of Your Service Plan will be extended by the repair time in excess of thirty (30) days.

- 20. PARTS:** We may use new or refurbished parts and components to perform service under this Service Plan.
- 21. YOUR SERVICE PLAN DOES NOT COVER THE FOLLOWING ITEMS AND SERVICES:** Commercial use of any kind; Cabinets and associated non-operating components of Your Product, such as protective glass, frames, filters, antenna, non rechargeable batteries whether or not they are replaceable by the consumer, toner and developer cartridges, drum cartridges, stylus, needles, trays, shelves, light bulbs, 3D glasses, lamps, clothing, consumer replaceable projector bulbs, tapes, ribbons, hoses, knobs, bags, pre-installed, customized or proprietary software, software applications installed after Your original computer Product purchase or installation of any of the foregoing items; Any recall program whether the manufacturer is in business or not or products on which required maintenance was not performed. Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage in accordance with manufacturer specifications such as, but not limited to, loss or damage due to misuse, abuse, liquid immersion, unauthorized repairs by others, improper installation, rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft, negligence, riot, or any other peril; Any and all pre-existing conditions that occur prior to the effective date of this Service Plan and known by You; Cosmetic damage such as but not limited to nicks, scratches, gouges, stains, or marks as determined by Us; Preventative maintenance; Loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your Product; Radio frequency interference due to improper installation or close proximity to other electronic equipment; Claims arising from any breach of implied or express warranty of merchantability or fitness of the Product from the manufacturer; Initial installation or hookup of Your Product; Removal and reinstallation of Your Product, except as determined by the Administrator; Accidental or intentional damage, cracked or damaged monitor, laptop or display screens, unless covered by OPTIONAL ACCIDENTAL DAMAGE COVERAGE; "Grey market products" not authorized for sale in the United States by the product's manufacturer.
- FOR JEWELRY AND WATCH PRODUCTS:** Inherent design defect(s) in the Product including, but not limited to, flaws in gemstones, introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure stones, unauthorized Product modifications or alterations, any Product which contains mechanical or electronic components normally designed to be replaced by the purchaser during the life of the Product. Alternative metals, such as, but not limited to Gold Plated, Titanium, Stainless Steel, Brass, Copper, Palladium, Tungsten and Cobalt are not eligible for coverage under this Service Plan.
- FOR PLASMA DISPLAY/TELEVISION PRODUCTS:** Pixel defects such as lit or unlit pixels will be subject to the manufacturer's guidelines for allowable pixel defects as verified by Our authorized repair center in order to qualify as a covered failure. This Service Plan does not provide for any expansion of the channel or frequency range capabilities of Your Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation.
- 22. WHAT YOU MUST DO:** You are responsible for backing up all electronic data, computer software and personal files prior to the start of any repairs. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the Product is Your responsibility. You have a duty to protect against any further damage and are required to comply with the manufacturer's instruction manual for the Product.
- 23. PRODUCTS NOT ELIGIBLE FOR COVERAGE:** This Service Plan does not provide any service for products used for commercial or business purposes.
- 24. RENEWALS:** At Our option, Your Service Plan may be renewed; however, We are not obligated to offer You another Service Plan upon termination of this Service Plan or to accept a Service Plan order, in the event You tender one.
- 25. TRANSFER:** You may transfer this Service Plan to another person by going to www.assurantsolutions.com/svcplans, Your account on the Retailer's website or by calling the Administrator at 1-866-761-7379. You will be required to provide Your Retailer's order confirmation number for this Service Plan (located in Your account on the Retailer's website or included on Your Proof of Purchase) with the name, address and phone number of the person to whom the Service Plan will be transferred. Your transfer takes effect within one (1) business day of receipt by the Administrator of Your notice or request.
- 26. CANCELLATION:** You may cancel this Service Plan at any time for any reason by going to www.assurantsolutions.com/svcplans or Your account on the Retailer's website, or by calling the Administrator at 1-866-761-7379. If You cancel by phone, You must provide Us with Your Retailer's order confirmation number (located in Your account on the Retailer's website or included on Your Proof of Purchase). If You cancel this Service Plan within the first thirty (30) days after receipt of this Service Plan, You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed ten percent (10%)

of the Purchase Price of the Service Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. The effective date of cancellation is the date We receive the request for cancellation. If We cancel this Service 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 for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan, less any claims paid, where allowed by law. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You. Any refund to Your credit card will be made by the Retailer.

27. DEDUCTIBLE: A deductible may apply and will be stated on Your Proof of Purchase.

28. REPEAT SERVICE: If Your Product requires service more than once within a sixty (60) day period, it must be completed by the original repair center.

29. ARBITRATION:

Read the following arbitration provision carefully. It limits certain of Your 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 Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 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 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 Service 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.

30. The following state specific requirements are added to and become part of Your Service Plan and supersede any other provision to the contrary:

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

HI, MN, MT, VA and VT only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

FREE LOOK: AL, AR, CO, HI, MA, ME, MN, MO, NJ, SC, and WY only: You may, within twenty (20) calendar days of receipt, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, You will be refunded the full Purchase Price. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Plan. This provision applies only to the original purchaser of this Plan.

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

Alabama only: The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation.

Arizona only: The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will not cancel or void this Service Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. We may cancel

this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You. The following is added to the **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the 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 Plan 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 1- 800-325-2548.

California only: The seller of this Service Plan is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578. The **ARBITRATION** provision is revised as follows: 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. The **CANCELLATION** provision is revised as follows: You may cancel this Service Plan if the Product is returned, sold, lost, stolen or destroyed. You may cancel this Service Plan within sixty (60) days after receipt of this Service Plan by providing written notice to the Administrator. You will receive a full refund if no claims have been made. If You cancel after the first sixty (60) days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed ten percent (10%) of the Purchase Price of the Service Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid.

Colorado only: Actions under this Service Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or “Unfair Practices Act”, articles 1 and 2 of Title 6, C.R.S. A party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut only: The **CANCELLATION** provision is revised as follows: You may cancel this Service Plan if You return the Product, or the Product is sold, lost, stolen, or destroyed. The following is added to the **ARBITRATION** provision: RESOLUTION OF DISPUTES: If We are unable to resolve any disputes with You regarding this warranty, 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 extended warranty, the cost of repair of the item, and a copy of the Service Plan. If Your term of coverage is less than one (1) year, Your Service Plan will be automatically extended by the duration that the Product is withheld from You while being repaired.

Florida only: The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. The **CANCELLATION** provision is amended as follows: All references to administrative fee is deleted. The following is added to the **ARBITRATION** provision: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where the Service Plan holder resides.

Georgia only: Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Service Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. The **CANCELLATION** provision is amended as follows: No claim incurred or paid nor any cancellation or administrative fees shall be deducted from any refund owed. If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

Illinois only: This Service Plan covers repair and/or replacement due to normal wear and tear.

Indiana only: Proof of payment to the Retailer that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

Maryland only: FREE LOOK: You may, within twenty (20) calendar days of mailing of the Service Plan, or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Purchase Price. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

Michigan: If performance of the Service Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan will be extended for the period of the strike or work stoppage.

Minnesota only: The **ARBITRATION** provision is amended as follows: 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.

Missouri only: The obligations under this Service 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 not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Purchase Price, or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The **CANCELLATION** provision is deleted in its entirety and replaced with the following: You may cancel this Service Plan at any time for any reason by going to www.assurantsolutions.com/svcplans or Your account on the Retailer's website, or by calling the Administrator at 1-866-761-7379. If You cancel by phone, You must provide Us with Your Retailer's order confirmation number (located in Your account on the Retailer's website or included on Your Proof of Purchase). If You cancel this Service Plan within the first thirty (30) days after receipt of this Service Plan, You will receive a full refund. If You cancel after the first thirty (30) days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed ten percent (10%) of the Purchase Price of the Service Plan or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive the request for cancellation. If We cancel this Service 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 for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You. Any refund to Your credit card will be made by the Retailer.

Nevada only: The **YOUR SERVICE PLAN DOES NOT COVER THE FOLLOWING ITEMS AND SERVICES** is amended as follow: This Service Plan will not cover any unauthorized or non-manufacturer-recommended modifications to the covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Service Plan 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 Plan. **FREE LOOK:** If this Service Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We will pay the Service Plan Holder a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The **CANCELLATION** provision is amended as follows: No Service Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one (1) year after the effective date of the Service Plan, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Service Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; (2) a violation by the holder of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

New Hampshire only: In the event You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, 1-800-852-3416. The following is added to the **ARBITRATION** provision: Arbitration shall be held at a location selected by Us within the state in which this Service Plan was purchased. Any arbitration proceeding is subject to RSA 542.

New Jersey only: The following is added to the **CANCELLATION** provision: Prior notice is not required if the reason for Cancellation is nonpayment of the Purchase Price, a material misrepresentation or omission, or a substantial breach of Your contractual obligations relating to the Product or its use.

New Mexico only: FREE LOOK: If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale if refund is not credited within sixty (60) days after the return, We will pay the holder a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period or portion thereof, that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

The **CANCELLATION** provision is amended MPR as follows: We may not cancel this Service Plan once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Service Plan, whichever occurs first, except for the following conditions: failure to pay the Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan. If We cancel, You will receive a refund equal to the unearned pro rata Purchase Price less any claims paid. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

New York only: FREE LOOK: You may return this Service Plan within twenty (20) days of the date this Service Plan was provided to You, or within ten (10) days if the Service Plan was delivered to You at the time of sale. If You made no claim, the Service Plan is void and the full Purchase Price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent of the amount outstanding per month on a refund that is not made within thirty (30) days. These provisions apply only to the original purchaser of the Service Plan.

North Carolina only: Purchase of this Service Plan is not required either to purchase or obtain financing. The **CANCELLATION** provision is amended as follows: Your Service Plan will be non-cancelable by Us except for nonpayment of the premium or a direct violation of the agreement by You.

Ohio only: The obligations under this 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 1-800-852-2244. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon cancellation of the Service Plan.

Oklahoma only: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this 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 1-800-852-2244. The **DEFINITIONS** section, **Service Plan Provider/We/Us/Our** is amended to include the following: The Oklahoma License number is 862541. The **CANCELLATION** provision is deleted in its entirety and replaced with the following: You may cancel this Service Plan at any time for any reason by going to www.assurantsolutions.com/svcplans or Your account on the Retailer's website, or by calling the Administrator at 1-866-761-7379. If You cancel by phone, You must provide Us with Your Retailer's order confirmation number (located in Your account on the Retailer's website or included on Your Proof of Purchase). In the event the Service Plan is cancelled by You within the first thirty (30) days, and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. If You cancel the Service Plan 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 provided under the Service Plan. The effective date of cancellation is the date We receive the request for cancellation. If We cancel this Service 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 for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan, less any claims paid, where allowed by law. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You. Any refund to Your credit card will be made by the Retailer.

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 Service Plan will 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 these 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 no state, local or other arbitration law will apply. 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 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.

South Carolina only: If the Obligor does 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 1-800-768-3467. All references to reimbursement are deleted.

Texas only: The **DEFINITIONS** section of this Service Plan is amended to include the following: The Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service 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; 1-512-463-6599 or 1-800-803-9202 (Within TX only). The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any Covered Service is provided to You by Us before the sixty-first (61st) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain financing. The following is added to the **CANCELLATION** provision: Prior notice is not required if the reason for Cancellation is nonpayment of the Purchase Price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of ten percent (10%) per month on any Cancellation refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This right to cancel applies only to the original purchaser of the Service Plan and is not transferable.

Utah only: Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The Purchase Price of this Service Plan is a single payment and is listed on Your Proof of Purchase. The **CANCELLATION** provision is amended as follows: This Service Plan may be cancelled upon thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan. This Service Plan may be cancelled upon ten (10) days written notice if the reason for cancellation is nonpayment by You.

Washington only: Obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan provider. The following is added to the **ARBITRATION** provision: Nothing in the section headed "Arbitration" will invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. **FREE LOOK:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Purchase Price. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. This Service Plan does not provide coverage for pre-existing conditions. The following is added to the **DEFINITIONS:** **Administrator/Provider** is the entity that is responsible for the administration of the Service Plan/Plan which is Federal Warranty Service Corp., P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-761-7379. **Provider Fee/Purchase Price** means the consideration paid by You for the Service Plan. **Service Contract/Plan** means a Plan which You have purchased for the Product described on the Proof of Purchase. **Service Contract Holder/You/Your** means the person who is the purchaser or holder of the Service Plan as shown on the Proof of Purchase. **Service Contract Provider/We/Us/Our** means Federal Warranty Service Corp. who is contractually obligated to the **Service Contract Holder** under the terms of the Service Plan. All references to Obligor are replaced by the term **Service Contract Provider**.

Wisconsin only: **This Service Plan is not a contract of Insurance. This is a 'service contract' as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **CANCELLATION** provision is deleted in its entirety and replaced with the following: You may cancel this

Service Plan at any time for any reason by going to www.assurantsolutions.com/svcplans or Your account on the Retailer's website, or by calling the Administrator at 1-866-761-7379. If You cancel by phone, You must provide Us with Your Retailer's order confirmation number (located in Your account on the Retailer's website or included on Your Proof of Purchase). If You cancel this Service Plan within the first thirty (30) days after receipt of this Service Plan, You will receive a full refund. If You cancel after the first thirty (30) days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee not to exceed ten percent (10%) of the Purchase Price of the Service Plan. The effective date of cancellation is the date We receive the request for cancellation. We reserve the right to cancel this Service Plan at any time in the event of substantial breach of duties by You, material misrepresentation, or nonpayment by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, stating the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Purchase Price of this Service Plan. If this Service Plan was inadvertently sold to You on a product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Purchase Price of the Service Plan to You. Any refund to Your credit card will be made by the Retailer. **FREE LOOK:** You may reject and return this Service Plan within twenty (20) calendar days of mailing or ten (10) calendar days of the delivery of this Service Plan. If no claim has been filed, the Service Plan is void and You will receive a full refund of the Service Plan Price. A ten percent (10%) per month penalty of the refund amount shall be added to a refund that is not paid or credited within forty-five (45) days after Your return of the Service Plan within the applicable time period. The right to void the Service Plan is not transferrable and applies only to the original purchaser. The Service Plan Holder will be made whole before the Administrator retains any amounts that may be recovered. Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the Service Plan. Failure by You to furnish proof of loss within the time required by the Service Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit.