



Service Agreement

Terms and Conditions

We've got you covered.

Here's what you can expect from your protection plan.

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SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY as it provides important terms and conditions and explains what is covered, who provides coverage, and how coverage works under **Your Agreement**. Please read this document in full and review the **Purchase Confirmation** which was provided to **You** (via paper or e-mail delivery) by the Seller or the **Administrator**. If **You** ever need assistance regarding **Your Agreement**, contact the **Administrator** at any time. Keep this document, along with **Your Purchase Confirmation**, as together they form the entire **Service Agreement** and **You** may be required to produce them to obtain service. This is the entire Agreement between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.

These terms and conditions of this **Agreement** govern the **Mechanical/Electrical Breakdown** coverage and, if applicable, the **ADH** coverage **We** will provide to **You** for the **Covered Product** identified on **Your Purchase Confirmation**. The **Covered Product** shall include any accessories included within the original packaging. This **Agreement** does not replace nor extend any manufacturer's warranty or product retailer's limited product warranty, if any, on **Your Covered Product**. Coverage under this **Agreement** is in addition to coverage provided under any applicable manufacturer's hardware warranty. **THIS AGREEMENT IS NOT AN INSURANCE POLICY. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING.**

DEFINITIONS

Throughout this **Agreement**, the following bold, capitalized words have the stated meaning:

1. **Accidental Damage from Handling (ADH)**: means the unintentional and accidental damage, occurred during normal use, resulting from dropping **Your Covered Product** or from spilling liquid on it. **IMPORTANT NOTE: ADH** may not be covered under all plans or may not apply to all **Covered Products**. **Your Purchase Confirmation** will indicate if **ADH** coverage was purchased.
2. **Administrator**: means Clyde Care, LLC., 35 East 21st St, 8th Floor New York, NY. 10010; (856-356-0607).
3. **Agreement, Service Agreement**: means this **Agreement**, inclusive of all provisions, terms and conditions contained herein.
4. **Agreement Purchase Date**: means the date **You** purchased this **Agreement** from the **Selling Retailer**.
5. **Agreement Purchase Price**: means the purchase price **You** paid for this **Agreement** which is listed on the **Purchase Confirmation**.
6. **Commercial Use**: means a **Covered Product** that is used in a non-residential setting which includes rental, business, educational, industrial, institutional or any other multi-use organizations other than a single-family household purpose.
7. **Covered Product**: means the consumer item(s) which **You** purchased concurrently with this **Service Agreement** and which are covered by this **Agreement**.
8. **Deductible**: Means the amount **You** are required to pay if a plan with a required deductible for service was purchased as shown on **Your Purchase Confirmation** or as described by the terms contained herein, per occurrence for covered Breakdowns.
9. **Mechanical/Electrical Breakdown**: means an operational, mechanical, or electrical failure due to a defect in materials or workmanship, or normal wear and tear; occurring during normal use of the **Covered Product**.
10. **Power Surge**: means damage to a **Covered Product** resulting from an oversupply of voltage while the **Covered Product** is properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL). This **Agreement** does not provide coverage for damages resulting from the improper installation or improper connection (including without the use of a surge protector) of the **Covered Product** to a power source.
11. **Purchase Confirmation**: means the document provided to **You**, via paper or e-mail delivery, as proof of purchase of this **Service Agreement**, which confirms the **Agreement Holder**, the **Agreement Purchase Date**, the **Agreement Purchase Price**, the **Covered Product**, the term of this **Agreement**, the **Deductible** amount, and the applicability of **ADH** coverage. The **Purchase Confirmation**, together with these terms and conditions, comprise of the complete **Service Agreement**.
12. **Selling Retailer**: the entity selling the **Covered Product** and this **Agreement** as defined on **Your Purchase Confirmation**.
13. **We, Us, Our, Obligor, Provider**: means the company obligated to provide service under this **Agreement**, Northcoast Warranty Services, Inc. located at 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; In Florida: License # 49125; In Oklahoma: License # 44200963.
14. **You, Your, Service Agreement Holder, Agreement Holder**: means the purchaser referenced on the **Purchase Confirmation**. This definition is expanded to include any authorized transferee to whom this **Agreement** has been transferred.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT

Coverage for **Mechanical/Electrical Breakdown** begins upon the expiration of the shortest portion of the manufacturer's warranty or the **Selling Retailer's** limited product warranty. Coverage under this **Agreement** will end upon expiration of the term shown on **Your Purchase Confirmation**, the date **You** cancel this **Agreement**, the date **We** have fulfilled **Our** obligations under this **Agreement** in accordance with the Limit of Coverage Liability, or the date the **Covered Product** is replaced, whichever occurs first. This term of this **Agreement** is inclusive of any manufacturer's warranty that may exist during the coverage term. **ADH** coverage, if indicated on **Your Purchase Confirmation**, is effective as of the **Agreement Purchase Date** and continues for the period indicated on **Your Purchase Confirmation** or until the product is replaced, whichever occurs first.

You agree to pay for the **Agreement Purchase Price** using either of the available payment options, which were disclosed to **You** at the time **You** enrolled in this **Agreement**. The payment options do impact the coverage period as indicated below:

- a. **One-Time-Payment**. If **You** have paid for this **Service Agreement** in one (1) payment, coverage under this **Agreement** will run for the term indicated on **Your Purchase Confirmation**.
- b. **Monthly Term Payment**. If **You** selected to pay for a set coverage period (e.g., 24 months) on a monthly basis. **You** authorize Clyde to charge **Your** credit or debit card for the amount specified on **Your Purchase Confirmation**, plus tax. **Your** monthly payment must be received by the payment due date in order to remain eligible for coverage under this **Agreement**. It is **Your** responsibility to maintain a valid credit or debit card, or a digital payment method, if applicable, with the **Administrator** to process payments, and failure to do so may result in cancellation of this **Service Agreement**.
- c. **Continuous Monthly Payment**. If **You** selected to pay for this **Agreement** on a month-to-month basis, coverage under this **Agreement** will automatically renew each month until cancelled by **You**. **You** authorize Clyde to charge **Your** credit or debit card for the amount specified on **Your Purchase Confirmation**, plus tax. **Your** monthly payment must be received by the payment due date in order to remain eligible for coverage under this **Agreement**. It is **Your** responsibility to maintain a valid credit or debit card, or a digital payment method, if applicable, with the **Administrator** to process payments, and failure to do so may result in cancellation of this **Service Agreement**.

IMPORTANT NOTE FOR AGREEMENT HOLDERS WHO HAVE OPTED FOR A CONTINUOUS MONTHLY PAYMENT PLAN: UNLESS YOU TELL US OTHERWISE, YOUR SERVICE AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS. YOU ACKNOWLEDGE THAT YOU WERE PRESENTED WITH OTHER PAYMENT OPTIONS AND ELECTED TO ENROLL IN A CONTINUOUS MONTHLY PAYMENT PLAN. WE MAY CHANGE THE AGREEMENT PURCHASE PRICE BY PROVIDING YOU WITH WRITTEN NOTICE OF THE UPCOMING CHANGES TO THE EMAIL AND/OR PHYSICAL ADDRESS ON FILE WITH US AT LEAST SIXTY (60) DAYS PRIOR TO THE CHANGE TAKING EFFECT, UNLESS OTHERWISE REQUIRED BY STATE LAW. WE RESERVE THE RIGHT TO NOT OFFER THIS SERVICE AGREEMENT UPON RENEWAL.

You may cancel this Service Agreement at any time and for any reason, including the Covered Product being sold, lost, stolen, or destroyed, by utilizing any one of the following methods: (1) By going online to www.hiclyde.com; (2) By calling the toll-free number at (856) 356-0607; or (3) by sending a written request to Clyde Care, LLC. at 35 East 21st St, 8th Floor New York, NY 10010. **If You opted for a One-Time Payment or a Monthly Term Payment plan**, and You cancel within thirty (30) days after receipt of this Service Agreement and no claims have been paid by Us, You will receive a full refund. If claims have been paid by Us or if You cancel more than thirty (30) days after receipt of Your Service Agreement, Your cancellation will be effective immediately. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us. If You cancel and the refund is not paid or credited within thirty (30) days of the date of cancellation, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. **If You opted for a Continuous Monthly Payment plan**, and You cancel this Agreement, Your Agreement will continue through the end of the month for which Your last Monthly Payment Amount was paid and You will not be charged again.

BY INITIALING ON THE FOLLOWING LINE, YOU ARE HEREBY ACKNOWLEDGING THAT THIS SERVICE AGREEMENT WILL AUTOMATICALLY RENEW AND UNDERSTAND YOUR RIGHTS TO CANCEL THIS SERVICE AGREEMENT

Initials: _____

IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY AND A BALANCE DUE THE FUNDING PARTY EXISTS, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING TERMINATION OF THE AGREEMENT FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.

In case of cancellation by **Us** or the **Administrator**, for reasons other than nonpayment of the **Agreement Purchase Price**, **We** will notify **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** current address on file (email or physical address), with the reason for and the effective date of such cancellation. A pro rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice unless cancellation is for nonpayment. No refund will be provided if the **Agreement** is cancelled due to nonpayment. *Please Note:* In the event **We** cancel this **Agreement** for nonpayment of the **Agreement Purchase Price**, **We** will notify **You** at the time of cancellation, and **Your** plan will be cancelled immediately. **We** or the **Administrator** has the right, but not the obligation, to accept any late payment and allow **Your Agreement** to continue from the date of late payment.

RENEWAL

This is only applicable to One Time Payment and Monthly Term Payment plans. Renewal of **Your Agreement** will be at **Our** discretion. If **You** would like to renew this **Agreement**, please contact the Administrator at (856) 356-0607 or provide a written request to Clyde Care, LLC. at 35 East 21st St, 8th Floor New York, NY 10010.

LIMIT OF COVERAGE LIABILITY

The Limit of Coverage Liability is the value of the **Covered Product** at the time of purchase, excluding sales tax, delivery and handling. This **Agreement** shall expire upon replacement of **Your Covered Product** or payment to **You** of the Limit of Coverage Liability in lieu of replacement.

Please Note: In the event that there is a Lease To Own (LTO) arrangement in place for the **Covered Product**, and the **Covered Product** cannot be repaired or replaced, any payment will be made to the Lessor if **You** have not yet acquired ownership of the **Covered Product**. In all other respects, **You**, the Lessee, will retain a beneficial interest in this **Service Agreement** and all non-cash benefits described herein shall be rendered to **You**. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to **You, Your, Service Agreement Holder, Agreement Holder** shall mean the Lessee under the LTO Arrangement and not the Lessor.

NO LEMON POLICY

During the term of this **Agreement**, and subject to **Our** Limit of Coverage Liability, after three (3) service repairs have been completed on the same component of an individual **Covered Product** and that **Covered Product** component requires a fourth repair, as determined by **Us**, **We** will replace it with a product of comparable performance. Upon replacement, **We** no longer have any obligation for the replaced product under this **Agreement**.

COMMERCIAL USE COVERAGE

If **You** purchased **Commercial Use** coverage at the time of sale of **Your Agreement**, this **Agreement** will furnish replacement parts and/or labor necessary to maintain **Your Covered Product** that is intended for **Commercial Use**. The **Covered Product**, must be manufactured specifically for **Commercial Use** and include a manufacturer's warranty. **Commercial Use** coverage under this **Agreement** begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service, or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: In the event Your Purchase Confirmation indicates that ADH or Battery coverage is included, within the plan You purchased, Commercial Use coverage will begin on the Agreement Purchase Date.

MANUFACTURER'S WARRANTY

Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer. **Your Covered Product** may have a labor and/or parts warranty from the manufacturer that may provide additional or overlapping coverage with this **Agreement**. Review **Your** manufacturer's warranty. Nothing in this **Agreement** will limit or discharge any manufacturer's obligations. If **Your Covered Product** is replaced by the manufacturer, **Your** replacement device will become the **Covered Product** under this **Agreement**, provided **You** contact **Us** and the **Administrator** to provide the serial number and any other information requested so that **We** can properly identify the new product as the **Covered Product**.

YOUR RESPONSIBILITIES

You must properly maintain, inspect, store, care for, clean, and/or use **Your Covered Product** according to the manufacturer's instructions. In the event **Your Covered Product** becomes damaged, **You** must take the necessary steps to protect the **Covered Product** against any further damage. Proof of the completion of such maintenance, care and/or inspection services may be required at the time of a claim. If **We** determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, **Your** claim will be denied.

WHAT IS COVERED

This **Agreement** covers parts and labor costs to repair **Your Covered Product** in the event **Your Covered Product** experiences a **Mechanical/Electrical Breakdown**. **NOTE:** Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. For electronics with an operating System, **You** are responsible for backing up all computer software and data. Repairs may result in the deletion of software and data. **We** are not responsible for any lost data.

Cell Phones, Electronics, Wireless Devices

- a) **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**;
- b) Dust, internal overheating, internal humidity/condensation;
- c) Operational failure resulting from a **Power Surge** while properly connected to a surge protector. **You** may be asked to provide **Your** surge protector for examination.

Battery Coverage: If **You** purchased a plan that includes battery coverage for rechargeable batteries, **We** will include up to one (1) battery repair or replacement during the term of this **Agreement**. **We** may require **You** to return **Your** original defective battery to the **Administrator** to receive a replacement battery. Battery coverage is only available for **Covered Products** that are new, or manufacturer certified refurbished products.

Jewelry

- a. Restoration services required as a result of breakage due to faulty workmanship or during normal wear; such as: resetting gemstones or diamonds; bent, broken or worn prongs; thinning or cracked ring shanks; broken clasps, bracelets or chains; broken or stretched pearl strands; broken earring backs or posts;
- b. Repair gouges or discoloration; and knotted or kinked bracelets and/or chains;
- c. Provide for refinishing and polishing of rhodium plating white gold;
- d. Repair cracked or chipped stones (excluding center stones);
- e. Replace missing side or accent stones;
- f. Provide ring or chain soldering;
- g. Replace missing gemstones due to a defective setting;
- h. Replace missing diamonds due to a defective setting; and

- i. Provide for ring sizing after 90 days of product purchase.

Watches

- a. Replacement for loss of stones from bezel up to a maximum of .10 carat;
- b. Battery replacement;
- c. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**, will include the following: (i) Repair of the accidental breakage of the stem or band, case and/or crystal; (ii) Repair of liquid damage experienced within the watches specified water resistance allowances. Please note: Water damage must be reported within thirty (30) days of occurrence; and (iii) Repair of scrapes to the crystal that impede the user's ability to tell time.

Furniture

This **Agreement** provides coverage for the following accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in the "Exclusions" section. Note: Items e – g, listed below, are covered regardless of whether the damage arises from a specific occurrence:

For Fabric, Leather, Nubuck, and Vinyl Upholstered Furniture

- a. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils);
- b. Punctures, cuts, tears, or rips;
- c. A single incident of damage (other than what is covered above in bullet point a), per furniture item, caused by a Pet;
- d. Burns that are not caused by a fire;
- e. Seam Separation;
- f. Zipper and button breakage;
- g. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired;

For Wood and Other Hard Surface Furniture

- h. Household stains, such as those caused by food and beverages, nail polish and nail polish remover, human and Pet bodily fluids/waste (not including perspiration, hair oils, or body oils);
- i. Liquid marks and rings;
- j. Breakage, other than for a covered **Mechanical/Electrical Breakdown**;
- k. Scratches, gouges, or chips;
- l. Burns or heat marks that are not caused by a fire;
- m. Checking, cracking, bubbling, or peeling of the finish;
- n. Chips, scratches, and breakage of glass or mirrors;
- o. Loss of silvering on mirrors;
- p. A single incident of damage (other than what is covered in bullet point h), per furniture item, caused by a Pet; and
- q. Failure of frames, springs, mechanisms, motors, levers or hand wands, or power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by an original manufacturer's warranty and such warranty has expired. This coverage applies regardless of whether the damage arises from a specific occurrence.

Luggage, Handbag and Clothing Products

- a. Seam/Zipper Separation;
- b. Shoe sole detachment due to workmanship failure;
- c. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**, will include the following: (i) accidental rips, tears and snags, (ii) broken zippers, (iii) broken wheels and handles, (iv) delamination, and (v) seam separation.

Bikes, E-Bikes, Scooters

- a. Wheels;
- b. Fork;
- c. Crank Assembly;
- d. Brakes;
- e. Drive trains;
- f. Suspension;
- g. Handlebar;
- h. Pedals;
- i. Saddle;
- j. Seat post;
- k. Seat frame;
- l. Seat rails; and
- m. Seat collar
- n. All functionally operational accessories physically attached to the bike on the **Agreement Purchase Date**;
- o. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**;

- p. Controller Electrical bike cabling Accessories are covered

Musical Instruments

- a. Volume pedals;
- b. Internal power supply;
- c. Power meters and switches;
- d. LED and LCD displays;
- e. Pickups, mechanisms and electrical parts connected to sliders, pots, faders, jacks and knobs;
- f. Wooden cracks (excluding finishes) in guitars and drums that affect playability or sound;
- g. Defects to the headstock, neck or body of guitars caused by defects in workmanship and/or materials; and
- h. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**

Eyewear

- a. Loose or broken hinges, end pieces, lenses, nose pads or pad arms; and
- b. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**, includes scratched lenses and damage from drops or impacts associated with the handling and use of **Your Covered Product**

Major Appliances

- a. Food loss, as a direct result of a **Mechanical/Electrical Breakdown** of a covered refrigerator or freezer. For food loss, We will pay You a one-time reimbursement up to five hundred dollars (\$500) per appliance over the term of this service plan; proof of loss may be required. Food loss that results from a loss of interruption of power is not covered.
- b. Up to twenty-five dollars (\$25) reimbursement for laundry cleaning services per qualified service repair if **Your** product is out of service for more than seven (7) consecutive days once service has been scheduled.

All Other Products

- a. Operational failure resulting from a power surge while properly connected to a surge protector. **You** may be asked to provide **Your** surge protector for examination.
- b. **ADH**, if **ADH** coverage is indicated on **Your Purchase Confirmation**

HOW TO GET SERVICE

You must contact the **Administrator** for the appropriate authorized repair location. Go online to www.hiclyde.com or call the toll-free number at (856) 356-0607 between the hours of 8:00 AM and 5:00 PM eastern standard time. **All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied.** Many oversights, which are not covered under this **Agreement**, can be due to simple circumstances such as the **Covered Product** not being switched on, being unplugged, a fuse blown, or circuit breaker tripped at the junction box. For a **Covered Product** that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. **IF WE DISPATCH SERVICE AND THE FAILURE IS DETERMINED TO BE THE RESULT OF THE COVERED PRODUCT NOT BEING SWITCHED ON, BEING UNPLUGGED, A FUSE BLOWN, OR CIRCUIT BREAKER TRIPPED AT THE JUNCTION BOX YOU WILL BE BILLED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE. IF YOU REFUSE SERVICE ON A COVERED ITEM AFTER WE HAVE DISPATCHED THE REPAIR SERVICER TO YOUR LOCATION YOU WILL BE BILLED FOR THAT SERVICER'S APPLICABLE TRIP CHARGE.**

The appropriate location for the handling of **Your** claim will be determined at the **Administrator's** sole discretion. The repair location will be determined based on the **Covered Product**, the **Mechanical/Electrical Breakdown**, as well as the circumstances regarding **Your** claim. All claims submitted in accordance with this **Agreement** are handled individually. The repair location applicable to one claim may not apply to another claim covered under this **Agreement**.

- **Carry-In:** Unless otherwise provided in this **Agreement**, a **Covered Product** must be delivered and picked up by **You** at **Our** authorized service center during normal business hours.
- **Depot:** The **Administrator** will provide **You** with a prepaid shipping label for **You** to ship your failed **Covered Product** to **Our** repair facility. **You** may be responsible for a portion or all costs of postage, insurance, packaging, and shipping. **Your Covered Product** must be properly protected with bubble wrap or other protective materials. **We** are not responsible for and have no liability for a **Covered Product** damaged in shipping. **Your** repaired **Covered Product** will be mailed back to **You** at no charge.
- **On-Site:** Service will be performed in **Your** home. The authorized service technician may opt to remove the **Covered Product** from **Your** home to perform covered repairs in-shop. **Your Covered Product** will be returned upon completion.

In the event the term of this **Agreement** expires during the handling of an approved claim, **Your** coverage will be automatically extended until the date in which the claim in progress has been resolved in accordance with the terms and conditions of this **Agreement**. However, no new claims will be considered after **Your Agreement** term expires.

SUBROGATION

If **We** pay or render service for a loss, **We** may require **You** to assign **Us** **Your** rights of recovery against others. **We** will not pay or render service for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived. **You** will be made whole, subject to the terms of this **Agreement** before **We** retain any amount **We** may recover.

EXCLUSIONS

This Agreement does not provide coverage for any of the following:

- a. Any claim for a product that was not originally covered by a manufacturer's warranty;
- b. Any claim for a product that has less than an original thirty (30) day manufacturer's parts and labor limited warranty;
- c. Any repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs;
- d. Cleaning, periodic checkups, or preventive maintenance of the Covered Product;
- e. Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.;
- f. Any parts requiring replacement or repairs due to normal wear and tear unless tied to a Mechanical/Electrical Breakdown covered under this Agreement, and any parts or items normally designed to be periodically replaced by You during the life of the Covered Product, including but not limited to batteries, light bulbs, etc.;
- g. Damage from failure to follow the manufacturer's instructions for operation and care of the Covered Product. This includes damage from abuse, misuse, mishandling, introduction of foreign objects into or on the Covered Product, unauthorized modifications or alterations to a Covered Product;
- h. External causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God, invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion;
- i. Incidental, consequential, or secondary damages;
- j. Any loss of use during the period that the Covered Product is at an authorized service center or awaiting parts;
- k. Any product purchased for or used at any time for commercial purposes. This exclusion is not applicable if You purchased a Commercial plan;
- l. Any damage to a Covered Product that occurs outside of the 50 states of the United States of America and the District of Columbia;
- m. Non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets; scratches, peeling & dents, except as identified under the WHAT IS COVERED section of this Agreement;
- n. Any unauthorized repairs and/or parts;
- o. Cost of installation, setup, or diagnostic charges of the Covered Product, except as specifically provided under the WHAT IS COVERED section of this Agreement;
- p. Accessories used in conjunction with a Covered Product including remote controls;
- q. Any other loss other than a covered Mechanical/Electrical Breakdown;
- r. Service where no problem can be found; noises; squeaks; or Mechanical/Electrical Breakdowns which are not reported during the term of this Agreement;
- s. Any Mechanical/Electrical Breakdown or condition that results from abnormal usage of the Covered Product;
- t. Coin mechanisms;
- u. Any product with illegal, altered, defaced or removed serial numbers or IMEI's or any product with an IMEI determined to be lost or stolen by Us;
- v. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

Specific to Electronics & Appliances: In addition the exclusions listed above, this Agreement does not cover: (1) Non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; knobs; dials; drawers; handles; shelves; doors; hinges; light bulbs; projection bulbs; filters; hoses; dishwasher racks, rollers; (2) Any installed accessory item, e.g., gas or electronic connectors; (3) Any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Burned-in image in CRT, PLASMA, LCD or any other type of display; (5) Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, filters, media centers, or cosmetic issues such as scratches, dents, or chipping.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Damage caused by or due to misuse and abuse; (2) Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) Broken or cracked LCD/display screens in notebooks or other portable monitors, unless ADH coverage has been purchased and the broken or cracked screen renders the Covered Product inoperable; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (5) Toner and ink cartridges; cables.

Specific to Jewelry: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Replacement of stolen gem stones or beads unless otherwise noted under covered items.

Specific to Lawn & Garden Equipment and Power Tools: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; (2) Operation with fuels, oils or lubricants which are not suitable for use with the Covered Product; (3) Alteration or removal of parts; (4) Water entering engine cylinder(s) through exhaust system or carburetor(s); (5) Spark plugs, brake pads or lining, hoses, hose

clamps, belts, batteries, shock absorbers, tires, cutting blades, gauge wheels, wheel balancing, alignments, fuses, filters, consumables, bulbs, exterior power cords, cosmetic adjustment or replacement, shell separating or cracking, paint changes, corrosion, rust, or cleaning of fuel and coolant systems; (6) Removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (7) Any damage to the Covered Product caused by normal product vibration or routine maintenance; (8) Any damage to the Covered Product caused by the grinding of valves to increase compression, oil consumption, stuck rings, shipping or freight, burned valves, tuliped valves, adhesives, shop supplies, road service calls, environmental charges, miscellaneous charges, internal or external corrosion, electrolysis, salt or any other environmental condition, inadequate or improper storage/lay up, or loss or damage to any optional equipment.

Specific to Fitness Equipment & Other Sporting Goods: In addition to any applicable exclusions listed above, this Agreement does not cover: (1) Failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media; remote controls; (2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations.

Specific to Mobility Devices: In addition to the exclusions listed above, this Agreement does not cover: (1) ADH or damage due to collision; (2) Battery, tires/wheels, fenders, seat upholstery, arm rest covers, shrouds, footrests or failures due to exceeding ninety percent (90%) of the manufacturers maximum weight capacity; (3) Loaners; (4) Devices provided by insurance or on a rental basis.

Specific to Sunglasses: In addition to the exclusions listed above, this Agreement does not cover: (1) Tarnishing of frames; (2) Pet damage; (3) Bending or twisting of flexible or titanium frames; (4) Installation of non-authorized lens; (5) Damage from tampering with elements designed to secure lens and/or arms; (6) Lost or stolen glasses; (7) Improper storage of Covered Product; (8) Damage caused by chemicals; (9) Decorative embellishments and/or accessories attached to Your Covered Product; (10) Frame fittings for cosmetic purposes; (11) Repair or replacement due to the outgrowth of frames.

Specific to Furniture and Rugs: In addition to the exclusions listed above, this Agreement does not cover: (1) Products made of "X" coded fabric, dry cleaning only fabric, non-colorfast fabric or silk fabric; (2) Natural flaws, inherent design defects or manufacturer's defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; wood stains; delamination of microfiber; manufacturer's defects of leather or upholstery; (3) Stains caused by from incontinence, hair and body oils, perspiration, bleaches, flooding, rust, smoke or other caustic materials as determined by Us; (D) Damage caused the application of topical treatments to the Product; (4) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar; (5) Loss of resiliency.

CANCELLATION OF THE AGREEMENT BY THE PROVIDER

We reserve the right to cancel this Agreement at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. If You are paying the Agreement Purchase Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Agreement will be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel this Agreement for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You, to the last known email or physical address in Our system, at least thirty (30) days prior to the effective date of the cancellation. If this Agreement was inadvertently sold to You on a Covered Product which was not intended to be covered by this Agreement, We will cancel this Agreement and return the full Agreement Purchase Price or Monthly Payment Amount(s) paid by You.

TRANSFER

This Agreement is transferable by the original purchaser for the balance of the original term and requires no transfer fee. The Covered Product may be registered by mailing a copy of this Agreement and Your Purchase Confirmation to the Administrator. You must also provide the following information: (a) the date of new ownership; and (b) the new owner's name, complete address, and telephone number.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay a claim covered under this Service Agreement within sixty (60) days after the claim has been submitted or in the event You cancel this Service Contract and We fail to issue a refund due, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our [Privacy Policy](#). Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE

ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLING RETAILER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS AGREEMENT.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where **You** live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if **Your** Service Contract was purchased in one of the following states and supersede any other provision within **Your** Service Contract terms and conditions to the contrary.

ALABAMA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

ARIZONA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

ARKANSAS

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

HOW TO GET SERVICE is amended to add the following: Please Note: www.hiclyde.com is available 24/7. Failure to report the claim may result in non-payment.

CALIFORNIA

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If **You** decide to cancel the **Agreement**, and **Your** cancellation notice is received by the **Administrator** within thirty (30) days of the date **You** received the **Agreement** and no claims have been paid, **You** will be refunded the full **Agreement Purchase Price**. If **You** have made claims against the **Agreement** or the cancellation notice is received by the **Administrator** after thirty (30) days from the date **You** received this **Agreement**, **You** will be refunded a pro-rated amount of the **Agreement Purchase Price**, less any claims paid.

COLORADO

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

CONNECTICUT

The Agreement is amended to include the following: In the event of a dispute with the **Administrator**, **You** may contact the State of Connecticut, Insurance Department at P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **Covered Product**, the cost of repair of the **Covered Product**, a copy **Your Purchase Confirmation** and copy of this **Service Agreement**.

DISTRICT OF COLUMBIA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

FLORIDA

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: **You** may cancel this **Agreement** at any time by informing **Us** or the **Administrator** of **Your** cancellation request. In the event the **Agreement** is cancelled by **You**, the return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event the **Agreement** is cancelled by **Us** or the **Administrator**, the return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on **Your** behalf.

The Agreement is amended to include the following: The rates charged to **You** for this **Agreement** are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

Within the EXCLUSIONS section, bullet point "e" is deleted and replaced with the following: **e. Any and all pre-existing conditions known to You that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.;**

The COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT section is amended as follows: **If You opted for a One-Time Payment or a Monthly Term Payment plan, and You cancel within thirty (30) days after receipt of this Service Agreement, You will receive a full refund less claims paid. If You cancel more than thirty (30) days after receipt of Your Service Agreement, You will receive the unearned pro-rata agreement purchase price less claims paid. We may only cancel the Agreement for fraud, material misrepresentation or nonpayment. In the event that We cancel the Agreement, refunds will be issued on a pro-rata basis less claims paid. Please Note: The funding party must hold a power of attorney in order to cancel for nonpayment.**

HAWAII

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

ILLINOIS

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: **Covered Products** must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this **Agreement**. **Covered Products** must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this **Agreement**.

INDIANA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: This service contract is not insurance and is not subject to Indiana insurance law.

MAINE

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

MASSACHUSETTS

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

MINNESOTA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator** for nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use, **We** will notify **You** at least five (5) days prior to the effective date of cancellation. Such notice will be sent to **Your** current address on file (email or physical address), with the reason for and the effective date of such cancellation.

MISSOURI

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

MONTANA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

NEVADA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

HOW TO GET SERVICE is amended to add the following: **If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.**

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If **We** cancel this **Agreement**, **You** will be entitled to a pro-rata refund of the unearned **Agreement Purchase Price** and no cancellation fee shall apply. **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. In no event will any claims incurred or paid be deducted from any refund. **We** may cancel this **Agreement** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this **Agreement** for nonpayment by **You**, fraud or material misrepresentation by **You** in obtaining the service contract or in presenting a claim, or a substantial breach of duties by **You** relating to the **Covered Product** or its use if it occurred after the effective date of the **Agreement** and it substantially and materially increased the service required under the **Agreement**.

EXCLUSIONS is amended to add the following: **This Agreement provides coverage that is excess over any other applicable coverage. Unauthorized product repairs, modifications or alterations performed after the effective date of the Agreement, or damages arising from such actions are excluded.**

NEW HAMPSHIRE

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

NEW JERSEY

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

NEW MEXICO

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

GUARANTY is amended to include the following: **You** may also contact Wesco Insurance Company at WescoHelp@amtrustgroup.com. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: **We** may cancel this **Agreement** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this **Agreement** for the following acts by **You**: Non-payment; discovery of fraud or material misrepresentation by the **You** in obtaining the **Agreement** or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the **Agreement** and substantially and materially increased the service required under the **Agreement**: an act or omission; or a violation of any condition of the **Agreement**.

NEW YORK

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

NORTH CAROLINA

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement Purchase Price** or a direct violation of the **Agreement** by **You**.

OKLAHOMA

The Agreement is amended to include the following: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If **You** cancel this **Agreement** after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of the provider fee shall be a pro-rated amount of the **Agreement Purchase Price**, less any

claims paid. If **We** cancel this **Agreement**, return of the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the **Agreement**.

OREGON

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

HOW TO GET SERVICE is amended to add the following: Please Note: www.hiclyde.com is available 24/7. Failure to report the claim may result in non-payment.

SOUTH CAROLINA

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor, You** may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (800) 768-3467.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

TEXAS

Within the DEFINITIONS section, the definition of **Administrator** is amended to add the following: Service Contract Administrator # 298.

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: If **You** have any questions regarding the regulation of the Service Contract Provider or a complaint against the **Obligor, You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: **You** may apply for reimbursement directly to the insurer, identified within the GUARANTY section of this Agreement, if a refund or credit is not paid before the 46th day after the date on which the **Agreement** is cancelled. If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

UTAH

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: **If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.**

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: **We** may only cancel this **Agreement** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of contractual duties by **You** relating to the **Covered Product** or its use. If **We** cancel this **Agreement** for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If **We** cancel this **Agreement** for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

HOW TO GET SERVICE is amended to add the following: Please Note: www.hiclyde.com is available 24/7. Failure to report the claim may result in non-payment.

The Agreement is amended to include the following: This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

VIRGINIA

The Agreement is amended to include the following: If any promise made in the **Agreement** 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 to file a complaint.

WASHINGTON

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If **We** cancel this **Agreement**, **We** shall provide written notice to **You** at the last known address held by **Us** at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

HOW TO GET SERVICE is amended to add the following: Please Note: www.hiclyde.com is available 24/7. Failure to report the claim may result in non-payment.

EXCLUSIONS is amended to add the following – What is excluded from coverage is limited to that which is expressly stated under the EXCLUSIONS section of this **Agreement**.

GUARANTY is amended to include the following: **You** are entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for any refund, payment or performance due.

WISCONSIN

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

The Agreement is amended to include the following: **THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If **You** request cancellation due to a total loss of **Your Covered Product**, which is not covered by a replacement under the terms of **Your Agreement**, the Administrator shall return one hundred percent (100%) of the unearned pro-rata **Agreement Purchase Price** paid less claims paid. **We** may only cancel this **Agreement** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the **Covered Product** or its use. If **We** cancel for any reason other than nonpayment, then **We** shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

GUARANTY is deleted and replaced with the following: **Our** obligations under this **Agreement** are insured under a service contract reimbursement insurance policy. Should **We** fail to pay any claim within sixty (60) days after **You** provide proof of loss or, in the event **You** cancel this **Agreement** and **We** fail to refund the unearned portion of the **Agreement Purchase Price**, or if the **Provider** becomes insolvent or otherwise financially impaired, **You** are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

WYOMING

Within the DEFINITIONS section, the definition of **Deductible** is amended to add the following: If no deductible amount was shown on Your Purchase Confirmation, this Agreement does not have a deductible.

COVERAGE PERIOD AND HOW TO CANCEL THIS AGREEMENT is amended as follows: If this **Agreement** is cancelled by **Us** or the **Administrator**, prior notice is not required if the reason for cancellation is nonpayment of the **Agreement Purchase Price**, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.