

**TERMS AND CONDITIONS  
FITNESS EQUIPMENT PROTECTION PLAN**

**Plan Administrator:**  
**SAFEWARE**  
**5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(800) 800-6132**  
**www.safeware.com**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a legal contract. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the POP to determine the term of this Plan.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or Selling Retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017, Attn: ESP Administration or call (800)-800-6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Plan expiration date.

**NOTICE:** (1) THE SELLING RETAILER MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "Provider", "Obligor", "We", "Us" and "Our" means the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida, and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206.;
- (2) "Administrator" and "SAFEWARE", means Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800-1492.;
- (3) "Deductible" means the amount You are required to pay for covered repairs and replacements;
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of Your Product;
- (5) "Plan" means the terms, conditions, limitations, exceptions, and exclusions, including Your Product Proof of Purchase;
- (6) "Product" means the item(s) shown on the POP, which You purchased, and which is covered by this Plan;
- (7) "Proof of Purchase" and "POP" means the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
- (8) "Selling Retailer" means the entity selling the Product and this Plan;
- (9) "You" and "Your" refers to the purchaser of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred.

**PRODUCT ELIGIBILITY:** This Plan covers Products purchased as new or remanufactured and manufactured for use in the United States. For new Products, the manufacturer's warranty must be valid within the United States and provide a minimum of 1-year parts and labor coverage for cardiovascular equipment and a minimum of 1-year parts for strength training equipment. For remanufactured products to be eligible for coverage, the Selling Retailer must provide a minimum of 90 days parts and labor coverage. Residential Coverage Plans only cover residential use of Your Product. Light Commercial Coverage Plans are available only for Products used in certain commercial environments including, but not limited to, hotels, motels, multi-housing, country clubs, homeowner's associations, corporations, senior living centers, hospitals, schools, churches and police and fire stations.

Products used in Full Commercial/dues-facility gyms, spas, colleges or universities and health clubs where the primary source of income is fitness/membership dues, are excluded from coverage, unless You have purchased the additional Full Commercial Coverage Plan. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage, unless originally covered under the manufacturer's parts and labor warranty for at least 90 days.

**DEDUCTIBLE:** There is no Deductible required to obtain service on Your Product.

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Plan, if the Product is not covered under any insurance, warranty, guarantee and/or Plan. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product. This Plan does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "WHAT IS NOT COVERED" below. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the Product, unless the manufacturer considers the accessory integral to the operation of the Product and the accessory is covered under the manufacturer's parts and labor warranty.

1. **Residential Equipment Parts and Labor Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Plan.
2. **Residential or Commercial Equipment Labor Only or Labor Boost Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish the labor required to repair the mechanical or electrical Failure of Your Product. This Plan covers the labor required to install parts provided by the manufacturer during the manufacturer's parts warranty, if the labor is not covered by the manufacturer. This Plan does not provide coverage for replacement parts, components, or labor during the manufacturer's labor warranty. You will not be eligible for a product replacement, even if it is determined the Product is not repairable.
3. **Commercial Equipment Parts and Labor Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product within 30 days of the date of filing of Your claim. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, so long as that replacement Product has at least a 90-day parts and labor warranty included. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims, related to this Product, under this Plan. In the event that the Product was financed through an equipment lease or other financing arrangement, then You will be given the opportunity to purchase a replacement Plan up to the original term of coverage at the original prorated annual coverage cost for the Product when originally purchased.
4. **Commercial Equipment Parts Only Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish the parts required to repair the mechanical or electrical Failure of Your Product. This Plan does not provide coverage for any labor charges, You will not be eligible for a Product replacement, even if it is determined the Product is not repairable.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement product is not available within 30 days, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, within 10 business days and this Plan will be fulfilled and all obligations satisfied. In no event shall We or the Administrator be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Plan become Our property in their entirety.

**ADDITIONAL COVERAGES TO YOUR PLAN:**

1. **POWER SURGE PROTECTION:** This Plan also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by the Underwriter's Laboratory. POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE OR DIRECT LIGHTNING STRIKES.

2. **BATTERY COVERAGE:** If Your Products has a manufacturer installed battery, this Plan also covers a one-time replacement of that battery for mechanical or electrical failure, excluding consumed batteries.
3. **ACCIDENTAL DAMAGE FROM HANDLING:** If You purchased a Plan that provide coverage for Accidental Damage from Handling (“ADH Coverage”), as stated on your POP, This Plan also covers Failure of Your Product resulting from sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the Plan exclusions and limit of liability stated below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, lost parts, viruses, reckless, abusive, willful, or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. “Abuse” is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious, or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage

**NO LEMON GUARANTEE:** For Products purchased as New. Starting after the manufacturer’s warranty period, if We have completed 3 service repairs for the same problem on an individual component of Your Product and if that Product component requires a 4th repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes, or reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, within 30 days. Once a Product is replaced, then this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, claims during the manufacturer’s warranty and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE.

**PLACE OF SERVICE:** If Your Plan includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence or place of business, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Plan. **In-Home/On-Site Service** will be provided by the authorized service provider, at no charge to You, for covered Failures, during regular business hours, local time, Monday through Friday, except holidays.

If Your Plan includes **Depot Service**, You will be responsible for shipping and insurance of the Product to the designated Depot Center. We will pay for return shipping of the Product to Your residence or place of business. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Your Plan originally included Carry-In, Depot or Mail-In service, but has been built-in and rendered as a permanent fixture inside or outside of Your residence or place of business and You are unable to transport or ship the Product in accordance with the terms and conditions of this Plan, You will be responsible for the on-site service call charge. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the Failure is not covered by this Plan; You may be responsible for all service fees incurred for such diagnosis.

**EMERGENCY SERVICE:** Emergency service is available. If after 6:00 PM Eastern Time, You require service, You may contact any manufacturer authorized service repair facility. Mail Us Your original repair bill and a copy of this Plan for reimbursement. **ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.**

**HOW TO FILE A CLAIM:** If You need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Go to [Safeware.com](http://Safeware.com) to submit a claim or call the toll-free number at (800) 800-6132 between the hours of 8:00 AM and 6:00 PM eastern time. For faster service, please have Your Proof of Purchase available when You contact the Administrator. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When You receive authorization for repairs, the service representative will advise You of the designated service center. A copy of the POP, and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your Selling Retailer unless so instructed by the Administrator. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

**WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:**

- (A) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT;**
- (B) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS, SOFTWARE, SOFTWARE UPGRADES OR PERIPHERALS;**
- (C) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION UNLESS A COMMERCIAL PLAN IS PURCHASED, OR ARE USED IN PROFESSIONAL DUES PAYING FITNESS CENTERS UNLESS ADDITIONAL COVERAGE IS PURCHASED, OR COIN-OPERATED PRODUCTS;**
- (D) RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;**
- (E) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE;**
- (F) INTERRUPTION OF GAS OR ELECTRICAL SERVICE;**
- (G) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL / MECHANICAL / ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, PET DAMAGE, ANIMAL, OR INSECT INFESTATION, ETC., TO THE COVERED PRODUCT OR ANY COMPONENT;**
- (H) CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, SNOW, FREEZING, ETC.;**
- (I) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;**
- (J) BATTERY FAILURE BEYOND THE ONE-TIME BATTERY REPLACEMENT OR BATTERY LEAKAGE (UNLESS BATTERY FAILURE OR LEAKAGE IS CAUSED BY A COVERED EVENT), OR DAMAGE CAUSED BY BATTERY FAILURE OR LEAKAGE;**
- (K) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY MEANS;**
- (L) ACCIDENTAL DAMAGE, UNLESS AN ADH PLAN WAS PURCHASED, INCLUDING PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE CAUSE BY DROPPING, COLLISIONS, OR SPILLS;**
- (M) IMPROPER OR INADEQUATE STORAGE;**
- (N) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART;**
- (O) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS AND/OR INSTALLATION OF INCORRECT PARTS, UNLESS THE INCORRECT PARTS WERE PROVIDED UNDER A PRIOR WARRANTY CLAIM;**
- (P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;**
- (Q) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY;**
- (R) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIR, UNAUTHORIZED MODIFICATION OR ADJUSTMENT, ALTERATION OR MANIPULATION, OF ANY INTERNAL COMPONENT OR COVERED PRODUCT MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY;**
- (S) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER "BROWN-OUT", OR POWER OVERLOAD;**
- (T) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;**
- (U) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS";**
- (V) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS;**
- (W) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS;**
- (X) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, NOISES, SQUEAKS, UNLESS THEY ARE AN INDICATION OF ABNORMAL WEAR, OR CONNECTED TO A COVERED FAILURE;**
- (Y) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, INCLUDING BUT NOT LIMITED TO, ALIGNMENTS, TIGHTENINGS, LUBRICATIONS, USER EDUCATION, OR SET UP ADJUSTMENTS;**
- (Z) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE;**
- (AA) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS;**
- (AB) FAILURE TO PRODUCT ATTACHMENTS NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE;**
- (AC) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO, NON FUNCTIONAL PLASTIC PARTS, OR OTHER PARTS SUCH AS**

ACCESSORY CABLES, CONSUMED BATTERIES, BELTS (EXCEPT FOR ONE TIME REPLACEMENTS OF DRIVE BELTS AND WALKING BELTS), BOLTS, CABINETS, ACCESSORY CORDS, DIALS, DOORS, FINISH DEFECTS, FRAMES, HANDLES, HINGES, KEYS, KNOBS, LATCHES, LED'S, LCD'S, LIGHTS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACKS, SEATS, (EXCEPT SEAT MECHANISM FAILURE) SHELVES, SOFTWARE MEDIA, SUPPORTS, SUSPENSION, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT THAT WOULD NOT BE COVERED BY THE MANUFACTURER'S WARRANTY;

(AD) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;

(AE) COSTS ASSOCIATED WITH TEARING APART WALLS, CARPETING, FLOORS AND CABINETS ASSOCIATED WITH CUSTOM INSTALLATIONS;

(AF) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA;

(AG) SERVICE EVENTS NOT REPORTED DURING THE TERM OF THE PLAN;

(AH) ANY TAXES ASSOCIATED WITH THE REPLACEMENT OF A PRODUCT, WHETHER PARTIAL REPLACEMENT OR FULL REPLACEMENT;

(AI) ALL NON-FUNCTIONAL PARTS, INCLUDING BUT NOT LIMITED TO, BIKE PEDALS STRAPS, CASINGS, COVERS SHROUDS, ENDCAPS, HAND GRIPS OR UPHOLSTERY;

(AJ) SERVICE OR REPAIR NOT AUTHORIZED BY ADMINISTRATOR.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

#### CONDITIONS:

##### 1. PLAN TERMS:

**New Equipment, Residential and Commercial Parts and Labor Plans:** If you purchased this plan less than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's 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; upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty, this Plan continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer's operating condition.

If you purchased this Plan more than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date You purchase this Plan and continues for the period of time defined on Your POP. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's 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; upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty, this Plan continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer's operating condition.

**New Equipment, Residential and Commercial Labor Only Plans:** If you purchased this plan less than ninety (90) days after you purchased the Product, then Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer's labor warranty; it does not replace the manufacturer's labor warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer's original labor warranty, this Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition.

If you purchased this Plan more than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date You purchase this Plan and continues for the period of time defined on Your POP. This Plan is inclusive of the manufacturer's labor warranty; it does not replace the manufacturer's labor warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer's original labor warranty, this Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition.

**Remanufactured Equipment, Residential and Commercial Parts and Labor Plans:** Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the Selling Retailer's 90-day warranty; it does not replace the Selling Retailer's warranty; and provides certain additional benefits during the term of the Selling Retailer's warranty. During the Selling Retailer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the Selling Retailer; upon expiration of the retailer's warranty, this Plan continues to provide many of the manufacturer's and/or retailer's warranty benefits, as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer's operating condition.

**Remanufactured Equipment, Residential and Commercial Labor Only Plans:** Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the Selling Retailer's 90-day warranty; it does not replace the Selling Retailer's warranty; and provides certain additional benefits during the term of the Selling Retailer's warranty. During the Selling Retailer's warranty period, any parts, labor, on-site service, or shipping costs covered by that warranty are the sole responsibility of the Selling Retailer; upon expiration of the retailer's warranty, this Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition.

2. **LIMIT OF LIABILITY:** If you purchased a Labor Only or Labor Boost Plan, as stated on Your POP, the total amount that We will pay for labor for repairs made in connection with all claim that You make pursuant to this Plan shall not exceed one thousand dollars (\$1,000.00).

**For all other Plans,** Unless otherwise stated above, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Plan shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original Product purchase price or We replace Your Product, We will have no further obligations under this Plan. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENTS EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT, LESS TAXES.

3. **RENEWABILITY:** This plan is renewable at Our discretion. To renew Your coverage, please call 1-800-800-6132 on or before the expiration date of this Plan. Renewal prices will reflect the age of Your Product, current service costs, and repair experience of the Product model. Renewal prices will be available from the Administrator upon request at the time of renewal. Note: Not all products are eligible for renewal.
4. **TRANSFERABILITY:** This Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan and Your POP, along with the name, address, and phone number of the new owner, and the date of new ownership. The manufacturer's warranty may not be transferrable. This

Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above. *The Replacement Plan is not transferable.*

5. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. territories including Guam, Puerto Rico, or U.S. Virgin Islands.
6. **SUBROGATION:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
7. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us and or the Selling Retailer concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the breakdown occurred or the date the dispute arose or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. We will advance to you all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Plan. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Plan is unenforceable, the portion of this Plan that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Plan that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Plan shall be unenforceable in its entirety.

8. **CANCELLATION:** You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

9. **INSURANCE:** This is not a contract of insurance. The Obligations of the Provider under this Plan are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Obligor fails to provide service or pay a claim within 60 days, after proof of loss has been provided, you may submit your claim directly to the insurer at the above address. *In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.*

10. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions, and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**STATE DISCLOSURES:**

The Plan is amended, and the language below governs if You purchased this Plan in a state listed below.

**Alabama**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

**CONDITIONS – Section 8 Cancellation** is amended to include the following: No claims incurred or the cost of repairs made will be deducted regardless of who initiates the cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

**Arizona**

**WHAT IS NOT COVERED** is amended as follows: Exclusion (A) does not apply to conditions occurring prior to the sale of the Product by the Obligor, its assignees, subcontractors and/or representatives.

**WHAT IS NOT COVERED, (R)** is amended to include: **THIS PLAN WILL NOT EXCLUDE PRE-EXISTING CONDITIONS IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE PERSON SELLING THIS PLAN ON OUR BEHALF.**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows: 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 Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint with the D.I.F.I. against a Provider issuing an approved Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll free phone number 800-325-2548.

**CONDITIONS – Section 8 Cancellation** is amended as follows: No claims incurred or paid will be deducted from any refund regardless of who initiates the cancellation. If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata Plan purchase price, regardless of prior services rendered under the Plan. We will not cancel or void this Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use, or unlawful acts relating to the Unit or misrepresentation by the Administrator or its subcontractors.

**Arkansas**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows:

“A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

**California**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended to include the following:

The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, Consumer Information Division, 4244 S. Market Court, Suite D Sacramento, CA 95834, or You may visit their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

**CONDITIONS – Section 8 Cancellation** is amended as follows:

For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is canceled: (a) within 60 days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 60 days, You will receive a pro rata refund, less the cost of any service received. You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed.

## Colorado

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

## Connecticut

**Conditions – Section 1 Plan Terms** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in CGS 42-260 et. al. If You purchase this Plan in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Plan price, the cost of repair of the Product and a copy of this Plan.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. If We cancel this Plan for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

## District of Columbia

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following: You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan if no claim has been made. If You do not receive the refund within 45 days, a 10% penalty per month shall be added to the refund. If Your cancellation request is made more than 30 days from the date of purchase or a claim has been made, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

## Florida

The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Plan shall be canceled by Us for fraud or material misrepresentation, including but not limited to rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by Us. In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than 60 days before cancellation is effective.

This Plan can be canceled by You at any time for any reason by emailing, mailing, or delivering to Us notice of cancellation. If the Plan is canceled: (a) within 30 days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after 30 days, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

## Georgia

**IF YOUR PRODUCT NEEDS REPAIR** is amended as follows: The bolded sentence is revised to read “**COVERAGE UNDER THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.**”

**WHAT IS NOT COVERED** is amended as follows: This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

The phrase “LESS CLAIMS PAID” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

No claim paid or incurred nor any cancellation or administrative fees shall be deducted from any refund owed. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan.

#### Hawaii

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### Illinois

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative after the effective date of this Plan.

#### Indiana

Proof of payment to the Selling Retailer shall be considered proof of payment to the insurance company which guarantees Our obligations of You.

#### Maine

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### Massachusetts

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### Maryland

**Conditions – Section 1 Plan Terms** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### Michigan

**CONDITIONS – Section 1 Plan Terms** is amended as follows:

If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

#### Minnesota

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended to include the following:

Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Us. **CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### Missouri

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. No claims incurred or paid will be deducted from any refund regardless of who initiates the cancellation.

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

#### Montana

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

The Obligor shall mail a written notice to the Plan holder at the last-known address of the Plan holder contained in the records of the Provider at least 5 days prior to the cancellation by the Obligor. Prior notice is not required if the reason for cancellation is nonpayment of the Plan purchase price, a material misrepresentation by the You to the Obligor, or a substantial breach of duties by the Plan holder relating to the Covered Product or its use. Any cancellation notice must state the effective date and reason for the cancellation.

#### **Nebraska**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following:

Notwithstanding anything in this Plan to the contrary, if You and We mutually agree at the time of loss, this Plan provides for arbitration if there is an unresolved dispute between You and Us concerning this Plan. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan.

#### **Nevada**

If you are not satisfied with manner in which We are handling the claim on your service plan, you may contact the Commissioner by calling the toll-free number, (888) 872- 3234.

**IF YOUR PRODUCT NEEDS REPAIR** is amended as follows: The bolded sentence is deleted.

**EMERGENCY SERVICE** is amended to include:

If Your covered Failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your Product will commence within 24 hours after You report Your claim. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, then We will provide a status report to You and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than 3 calendar days after the report of the claim.

**WHAT IS NOT COVERED** is amended as follows: **THIS PLAN EXCLUDES COVERAGE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES AND PRE-EXISTING CONDITIONS ONLY TO THE EXTENT SUCH DAMAGES OR CONDITIONS ARE KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU.**

**WHAT IS NOT COVERED, (R)** is amended to include the following: **THIS CONTRACT WILL NOT COVER ANY UNAUTHORIZED OR NON-MANUFACTURER-RESOMMENDED MODIFICATIONS TO THE COVERED PRODUCT, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER-RESOMMENDED 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 CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

If You decide to cancel this Plan within 30 days of purchase, You are entitled to a 100% refund of the Plan purchase price. If You cancel this Plan after 30 days from purchase, You will receive a pro-rata refund based on the days remaining. If We fail to pay the cancellation refund within 45 days of Your written request, We will pay You a penalty of 10% of the Plan purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. This Plan shall not be cancelled by Us unless You have committed fraud or material misrepresentation in obtaining this Plan or in presenting a claim for service thereunder. Regardless of who cancels the Plan, the cost of claims paid, or services provided will not be deducted from any refund issued.

### **New Hampshire**

In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.

**WHAT IS NOT COVERED** is amended as follows: Any or all loss or damage that occur prior to the effective date of this Plan will not be covered.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The following language is added: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

### **New Jersey**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### **New Mexico**

**CONDITIONS – Section 8 Cancellation** is deleted and replaced with the following:

You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the selling dealer/retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of the Plan. If You cancel after 30 days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within 30 business days from the cancellation request. If You do not receive a full refund or credit within 60 days, a 10% penalty for each 30-day period or portion thereof shall be applied to a refund. If this Plan has been in force for a period of 70 days, We may not cancel before the expiration of the Plan term or 1 year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows:

If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 1-855-427-5674.

### **New York**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after You cancel the Plan.

### **North Carolina**

The purchase of this Plan is not required either to purchase or to obtain financing for Your Product.

**CONDITIONS – Section 8 Cancellation** is amended as follows: “We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Plan.” Is deleted and replaced with We may not cancel this Plan except for non-payment by You or for violation of any of the terms and conditions of the Plan.

### **Ohio**

**CONDITIONS – Section 9 Insurance** is amended as follows: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

### **Oklahoma**

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration**, all references to the state of Illinois are replaced with “Oklahoma”. The following is added: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in district court.

**CONDITIONS – Section 8 Cancellation** is deleted in its entirety and replaced with the following:

You may cancel this Plan at any time by surrendering it or providing written notice to the Selling Retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to the Administrator at the address listed above. You may cancel this Plan for any reason. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt

of the Plan, You shall receive a refund based upon 100% of the unearned pro-rata Plan purchase price less an administrative fee not to exceed 10% of the unearned pro-rata Plan purchase price or \$25, whichever is less, and less the cost of claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If We cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata Plan purchase price. We may not cancel this Plan without providing You with written notice at least 30 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

### Oregon

**NOTICE** – Sentence (2) is deleted.

**EMERGENCY SERVICE** – is deleted in its entirety and replaced with the following:

Emergency service is available. In the event You require an emergency repair when the Administrator's office is not open, you may initiate the repair(s) prior to the Administrator's authorization. However, You must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse Your costs if You comply with the Administrator's documentation requirements and the repair arose from a Failure covered under the terms and conditions of the Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

### South Carolina

In the event of a dispute with the Provider of this Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

### Texas

Unresolved complaints concerning a Provider or questions concerning the registration of a Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

**CONDITIONS – Section 9 Insurance** is amended as follows:

You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is returned to the Provider.

### Utah

This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association.

**WHAT IS NOT COVERED** is amended as follows: **THIS PLAN EXCLUDES COVERAGE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES AND PRE-EXISTING CONDITIONS ONLY TO THE EXTENT SUCH DAMAGES OR CONDITIONS ARE KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU.**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We may cancel this Plan due to the following reasons:

- Non-payment of the Plan purchase price;
- Material misrepresentation;
- Substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk at Plan inception; and/or
- Substantial breaches of contractual duties, conditions, or warranties.

If We cancel this Plan due to material misrepresentation, substantial change in risk or substantial breach of contractual duties, You will be notified 30 days prior to cancellation. If We cancel this Plan due to nonpayment, You will be notified 10 days prior to Plan cancellation. Any cancellation notice must state the effective date and reason for the cancellation.

### Vermont

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Vermont".

#### **Virginia**

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

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Virginia".

#### **Washington**

Exclusions from coverage are limited to those expressly stated under the WHAT IS NOT COVERED section above.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Washington".

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation.

**CONDITIONS – Section 9 Insurance** is deleted and replaced with:

This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan.

#### **Wisconsin**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WHAT IS NOT COVERED** is amended as follows:

Exclusion (R) UNAUTHORIZED REPAIR is deleted.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

This Plan shall not be canceled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. In the event Your Product is total loss, You may cancel this Plan and receive a pro-rata refund of the Plan purchase price, less any claims paid. No cancellation fee will be charged.

**CONDITIONS – Section 9 Insurance** is amended as follows:

If the Provider ceases to operate, becomes insolvent or otherwise financially impaired, You may file a claim directly with the Service Contract reimbursement insurer for reimbursement. This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

#### **Wyoming**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

***These terms & conditions are available by calling (800) 800-6132 to have a copy mailed to You.***