

ASSURANT PRODUCT PROTECTION PLAN

SCHEDULE PAGE

Issued To:

Service Plan Number:

Thank You for Your Purchase.

PRODUCT COVERED BY THIS SERVICE PLAN DESCRIPTION – MAKE/MODEL			SERIAL NUMBER	PRODUCT PURCHASE PRICE	SERVICE PLAN PURCHASE PRICE
					\$ _____
PRODUCT PURCHASE DATE	SERVICE PLAN START DATE	SERVICE PLAN TERM	COVERAGE TYPE		MANUFACTURER OR RETAIL SELLER WARRANTY LENGTH
			Mechanical Breakdown & Accidental Damage <input type="checkbox"/>		
			Mechanical Breakdown Only <input type="checkbox"/>		

THIS SERVICE PLAN IS INCLUSIVE OF THE MANUFACTURER’S OR RETAIL SELLER’S WARRANTY, WHICHEVER IS APPLICABLE. It does not replace the Manufacturer’s Or Retail Seller’s Warranty, but provides certain additional benefits during and beyond the terms of such warranty.

During the Manufacturer’s Or Retail Seller’s Warranty period, the party who issued the warranty will pay for items covered under its express warranty; and We will pay for other covered items herein, not covered by the such warranty. If You should call for service on an item covered under the Manufacturer’s Or Retail Seller’s Warranty We will refer Your call to the manufacturer or retail seller, whichever is applicable.

In consideration of the services performed or available hereunder, You agree to pay the amounts prescribed in Your purchase order confirmation and specified above. **This Service Plan must be made available for inspection when You require service.** You must notify the Seller at contact phone number or web address of any address change. The maximum number of repairs or replacements under this Service Plan is one (1).

For service under this Service Plan, please contact Us at:
866-728-7181

THIS SERVICE PLAN IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS SCHEDULE PAGE AND THE ENCLOSED SERVICE PLAN. PLEASE READ THEM CAREFULLY.

ASSURANT PRODUCT PROTECTION PLAN SERVICE PLAN

TERMS AND CONDITIONS

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

In exchange for the Purchase Price You paid, this Service Plan covers the Product described on the Schedule Page. This Service Plan includes these Terms and Conditions, the Schedule Page, Your purchase receipt and, if applicable, any Addendums attached hereto. The Service Plan must be made available for inspection when You require service.

DEFINITIONS:

Accidental Damage means an unexpected and unintentional event that results in repairable physical damage to the Product, including drops, cracks, or liquid submersion. The damage shall not be foreseeable and shall be beyond Your control or the control of anyone You entrusted with the Product.

Administrator means the entity responsible for administering this Service Plan. The Administrator is Federal Warranty Service Corporation, in all states, except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc.. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 866-728-7181.

Cosmetic Damage means any damage that does not impact the Product's functionality including dents, gouges, scratches, or any other cause as determined by Us.

Fit and Finish (applicable only to Jewelry coverage) means the repair of the Product to the design and intent of the manufacturer as a result of normal wear and tear except as excluded herein.

Purchase Price means the amount paid by You for this Service Plan as indicated on the Schedule Page.

Product means Your covered personal property, listed on the Schedule Page, or registered by You and approved by Us.

Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc. and in Oklahoma where the Provider is Assurant Service Protection, Inc.. The address and phone number for each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 866-728-7181.

Service Plan means this Service Plan, which You purchased to cover the Product listed on the Schedule Page.

Seller is the Provider identified herein.

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

COVERAGE TERM:

This Service Plan takes effect immediately after the purchase of the Service Plan and covers Your Product up to the end of Your Service Plan Term or until cancelled by either You or Us.

Please see the Service Plan Start Date and Service Plan Term on the Schedule Page.

WHAT IS COVERED:

Refer to the Schedule Page for the Coverage Type applicable to Your Service Plan.

MECHANICAL BREAKDOWN ONLY: This Service Plan covers functional parts and labor costs necessary to repair Your Product to the manufacturer's written specifications should Your Product fail due to normal wear and tear. For consumer electronics repairs, We will restore Your Product's hardware and preloaded manufacturer's software to the manufacturer's written specifications. This Service Plan also provides protection for Your Product if the failure results from a power surge while the Product is plugged into a properly installed and functioning Underwriter's Laboratory approved surge protector. We may require You to send Your surge protector to Us for examination. We may choose to replace Your failed or damaged Product with a like kind and quality replacement product, cash credit, gift card or settlement because either We are unable to repair Your Product or the repair cost exceeds the current retail replacement value of Your Product.

MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE: This Service Plan provides all of the benefits under Mechanical Breakdown along with failures for Accidental Damage.

FOOD SPOILAGE COVERAGE FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY: Food loss as a result of a mechanical breakdown, as determined by Us, is covered to a maximum of one-hundred dollars (\$100.00) over the term of the Service Plan. Food loss that results from a loss or interruption of power is not covered. An itemized list of spoiled food will be required.

WATCHES: We will repair or replace Your Product due to the mechanical or structural failure of the Product caused by defects in workmanship and/or materials, or as a result of normal wear and tear, including broken cases, bracelets, bands or clasps, bezels, broken or dented crowns, stems, and broken movements. Cosmetic Damage is limited to Watches You purchase above five-hundred dollars (\$500).

JEWELRY PRODUCTS: Covered repairs include soldering, re-tipping of prongs, repairing prongs and mountings, rhodium plating, resetting stones, cultured pearl restringing, kinks or knots, dents, chips, breaks, cracks, thinning ring bands, gouges, and scratches, ring resizing, earring repair, chain soldering, broken earring posts, lost earring backs to repair the Product to its Fit and Finish, not to exceed the Limit of Liability. Refinishing and polishing will be performed at the time a covered repair is made. Coverage only applies to precious and semi-precious stones, that are not the primary stone. Cosmetic Damage is limited to Jewelry You purchase above five-hundred dollars (\$500).

EXCLUSIONS:

MECHANICAL BREAKDOWN ONLY: This Service Plan excludes any loss, repair or replacement due to acts of God; commercial or rental usage; failures or problems arising from improper installation or adjustments; Accidental Damage, consequential, incidental (other than Food Spoilage) or intentional damage; misuse, cosmetic abuse, lost jewelry stones, abuse, neglect (including when required maintenance is not performed as outlined by the manufacturer); services (failure or damage) caused by non-authorized repair personnel; pre-existing conditions known by You that occurred prior to the Service Plan Start Date; rust, corrosion, insect infestation or fire; catastrophic damage (outside the scope of Accidental Damage); theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, failure or damage from exposure to weather conditions; loss or failure to or of antennas, external housing, casings, or consumables (including consumer replaceable batteries, ink, paper, belts, hoses, filters, lights, knobs, buttons, etc.) that does not affect the mechanical or electrical function of the Product; loss or damage to customer replaceable batteries or rechargeable Product batteries; loss or damage to stored data, repairs related to viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's recall (no matter if the manufacturer is in business nor not); claims for any loss caused by the use of Product in a manner not recommended by the manufacturer; claims arising from any breach of implied or express warranties of Products merchantability or fitness from the manufacturer or retail seller.

MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE incorporates all of the Exclusions listed for Mechanical Breakdown Only except for the following - any loss, repair or replacement due to Accidental Damage,

including drops, cracks, or liquid submersion, which is covered by this Service Plan.

INELIGIBLE FOR COVERAGE:

This Service Plan does not cover personal property held in inventory, bulk commercial purposes, or personal property held as Your stock in trade. Enrollment in this Service Plan is only available for new personal property under manufacturer's warranty or, with Our approval, reconditioned personal property. Products either not registered with Us or approved for coverage by Us as outlined in the Product Definitions or personal property not authorized or intended for sale in the United States and its territories by the Product's manufacturer are ineligible for coverage under this Service Plan.

WHAT YOU MUST DO:

To keep this Service Plan in force during the Coverage Term, You must maintain the Product according to the manufacturer's specifications, including cleaning and maintenance. Failure to do so may result in a service claim denial. In the case of Product failure or damage, You are responsible to protect the Product from further damage and comply with the owner's manual. You must notify Us in writing if Your address changes.

IF YOU NEED SERVICE:

This Service Plan covers only those claims reported within sixty (60) days of the date of the Product's failure.

To arrange for service, contact Us as instructed on the Schedule Page. A service representative will assist You to diagnose any technical difficulties that may exist with Your Product. To the extent that Our diagnosis confirms a covered failure, We will process Your claim and arrange for service. Our level of service provided under this Service Plan is specific to Your Product's hardware and preloaded manufacturer's software at time of purchase; it does not support customized or proprietary software, software/hardware training, or how to install software/applications on Your Product.

REPAIR OPTION:

Once We confirm the Product's covered failure or covered damage, We will setup service with an authorized servicer/repair center determined by Us based on Your location, the Product category, and coverage purchased. If Your Product requires an approved repair more than once within sixty (60) calendar days, service must be completed by the same servicer/repair center as the original repair. Our repair channels include:

- 1) If Your Product qualifies for carry-in service, repairs will be performed at an authorized repair center of Our choosing. You must contact Us to receive repair authorization prior to service. You may be responsible

to transport Your Product to/from the repair center and assume any subsequent travel or shipping costs.

- 2) If We determine that Your Product requires in-home/on-site service, We will repair Your Product at the Product's location (within the continental United States, Alaska and Hawaii). An adult (of legal age) must be present at the time of repair. The Product to be serviced must be readily accessible to the technician, as determined by Us. The technician will not remove or replace any structure, trim, mount, door, flooring, permanently affixed plumbing or piping, or external control system. The Product's removal also must not require either more than one person for safe removal nor special equipment, tools, or other equipment. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from the repair center. If Your Product's location is beyond a 35 mile radius of an authorized servicer/repair center, You may be responsible to transport the Product to/from the designated servicer and assume any subsequent travel or shipping costs.
- 3) For depot service, We either will provide You a mailing label or box with a mailing label for You to return Your failed or damaged Product for repair. Once repaired, We will ship the Product to You.

REPLACEMENT OPTION:

Should We choose to replace Your failed or damaged Product because either We are unable to repair Your Product or the repair cost exceeds the current retail replacement value of Your Product, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product will not exceed the current retail replacement value of the original Product, or any Limits of Liability listed below less any applicable Deductible. We will ship the replacement product to You; or
- 2) Issue a cash credit or gift card equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product, or any Limits of Liability listed below less any applicable Deductible. The cash credit, with Your authorization, will be deposited in Your account with the Seller and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product, or any Limits of Liability listed below less any applicable Deductible.

You may be responsible to transport Your Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses. You may be required to return Your defective Product prior to receiving replacement product, cash

credit, gift card or settlement. When You receive either the replacement product, cash credit, gift card or settlement, the damaged/unrepairable Product becomes Our property should We choose to take possession of the Product in Our sole discretion.

For advance exchange replacements, once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported failure is covered under this Service Plan. Should We determine that the failure resulted from an Exclusion in this Service Plan, We will contact You with Our findings and arrange to either:

- 1) Charge to You the difference between the value of the replacement product, cash credit, gift card or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value of the replacement product, cash credit, gift card or settlement; or
- 3) Return the Product to You after You return the replacement product, cash credit, gift card or settlement to Us. The returned replacement product must be in the same condition as when We sent it to You.

LIMIT OF LIABILITY:

In the event that the aggregate amount of Your Product repairs or replacements (including any cash credit, gift card or settlement) equals the original Purchase Price of Your Product including taxes, We will have no further obligations under this Service Plan and such repairs/replacements shall constitute fulfillment of this Service Plan and will discharge all further obligations.

DEDUCTIBLE (if applicable):

You will be assessed a non-refundable Deductible \$0.00 each time a repair or replacement is completed.

You are responsible to pay the non-refundable Deductible each time a repair or replacement is completed.

UNRECOVERED EQUIPMENT FEE (if applicable):

If the damaged/unrepairable Product is not returned to Us within thirty (30) calendar days from the date We ship the replacement product to You, We will charge to You a non-refundable Unrecovered Equipment Fee up to the original Purchase Price of Your Product as listed on the Schedule Page.

We reserve the right to collect any Unrecovered Equipment Fee due to Us under this Service Plan prior to issuing a replacement product, cash credit, gift card or settlement.

TERRITORY:

The service options listed above for Product repairs and replacements are available for claim events within the United States and its territories and such claim events will

only be adjusted in, and repairs and replacements will only be provided in the United States and its territories.

For service options outside of this area, report Your claim to Us along with an estimate from a local servicer/repair center. If approved, We will provide You a settlement in US dollars equal to the repair amount or replacement value not to exceed the current retail replacement value of the original Product or any Limits of Liability listed less any applicable deductible.

DELAYS:

We will exercise reasonable efforts in providing service under this Service Plan, but We will not be liable for any damages arising out of delays of service.

PARTS:

Replacement parts may be new, rebuilt, or non-original manufacturer's parts and components.

CANCELLATION:

You may cancel this Service Plan at any time for any reason by mailing a request for Cancellation or calling Us at the toll free number listed on the Schedule Page.

If You cancel this Service Plan within the first thirty (30) calendar days of the Service Plan Start Date, previously paid the Purchase Price for this Service Plan, and have received no claims benefit, the contract is void and You will receive a full refund. If You cancel this Service Plan within the first thirty (30) calendar days, have previously paid the Purchase Price for this Service Plan, and received a claim benefit, We will refund to You the unearned pro rata Purchase Price, less any claims paid as of the Cancellation date. If You cancel after the first thirty (30) calendar days, We will refund to You the unearned pro rata Purchase Price, less any claims paid as of the Cancellation date in addition to an administrative fee, not to exceed ten percent (10%) of the Purchase Price or twenty-five dollars (\$25) whichever is less.

If You cancel or do not renew Your service with the Seller for any reason, including nonpayment, this constitutes Cancellation of the Service Plan by You, subject to the terms and conditions of this Service Plan.

We may cancel this Service Plan within the first sixty (60) calendar days for any reason. After sixty (60) calendar days, We may only cancel this Service Plan for (1) nonpayment of the Purchase Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the Cancellation date and the reason for Cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before Cancellation. We will refund the unearned pro-rata Purchase Price less any claims paid.

RENEWAL:

We are not obligated to renew this Service Plan or offer You another Service Plan upon the end of the Coverage Term for Your Product. Should We choose to renew coverage, We reserve the right to change the provisions of this Service Plan (including Purchase Price and Deductible) upon giving You thirty (30) calendar days written notice prior to the date of Renewal. A renewal will not be processed or become effective until or unless it is accepted by You.

TRANSFER:

This Service Plan is not transferable.

ARBITRATION:

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

You and We understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as a member of a class of claimants pertaining to any claim. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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

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

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

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

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

Alabama only: The following is added to the Cancellation provision: No claim incurred or paid shall be deducted from any Cancellation refund, regardless of who initiates the Cancellation. Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee or material misrepresentation.

Arkansas only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

Arizona only: The following is added to the Cancellation provision of Your Service Plan: No claim incurred or paid shall be deducted from any Cancellation refund, regardless of who initiates the Cancellation. We will not cancel or void this Service Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. We may cancel this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You. The following is added to the Arbitration provision of Your Service Plan: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does

not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll-free phone number 1-800-325-2548.

California only: The Arbitration provision is revised as follows: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bearhfti.ca.gov. The Seller of this Service Plan is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 866-728-7181. The Cancellation provision is amended as follows: If You cancel this Service Plan within the first thirty (30) calendar days of receipt of this Service Plan, previously paid the Purchase Price for this Service Plan, and have received no claims benefit, the contract is void and You will receive a full refund. If You cancel this Service Plan within the first thirty (30) calendar days of receipt of this Service Plan, have previously paid the Purchase Price for this Service Plan, and received a claim benefit, We will refund to You the unearned pro rata Purchase Price, less any claims paid as of the Cancellation date. If You cancel after the first thirty (30) calendar days of receipt of this Service Plan, We will refund to You the unearned pro rata Purchase Price, less any claims paid as of the Cancellation date in addition to an administrative fee, not to exceed ten percent (10%) of the Purchase Price or twenty-five dollars (\$25) whichever is less. You may cancel this Service Plan if the Product is returned, sold, lost, stolen or destroyed. For Jewelry and Watch Products, the thirty (30) days referenced above is revised to reflect sixty (60) days.

Colorado only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

Connecticut only: If the Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. The Cancellation provision is revised as follows: You may cancel this Service Plan if You return the Product, or the Product is sold, lost, stolen, or destroyed. The following is added to the Arbitration provision: If We are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the Service Plan.

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

Georgia only: If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases. The Cancellation provision is amended as follows: Cancellation will be in accordance with Section 33-24-44 of the Code of Georgia. No claim paid or incurred nor any Cancellation fees will be deducted from any refund owed. We may cancel this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You.

Hawaii only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

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

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

Maryland only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Purchase Price. A ten percent (10%) penalty per month will be added to a refund that is

not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

Maine only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

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

Minnesota only: The Arbitration provision is amended as follows: Any Arbitration will take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

Missouri only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Purchase Price, or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The Cancellation provision is deleted in its entirety and replaced with the following: You may cancel this Service Plan at any time for any reason by mailing a request for Cancellation or calling Us at the toll free number listed on the Schedule Page. If You cancel this Service Plan within the first thirty (30) calendar days of the Service Plan Start Date, previously paid the Purchase Price for this Service Plan, and have received no claims benefit, the contract is void and You will receive a full refund. If You cancel this Service Plan within the first thirty (30) calendar days, have previously paid the Purchase Price for this Service Plan, and received a claim benefit, We will refund to You the unearned pro rata Purchase Price as of the Cancellation date. If You cancel after the first thirty (30) calendar days, We will refund to You the unearned pro rata Purchase Price as of the Cancellation date in addition to an administrative fee, not to exceed ten percent (10%) of the Purchase Price or twenty-five dollars (\$25) whichever is less. If You cancel or do not renew Your service with the Seller for any reason, including nonpayment, this constitutes Cancellation of the Service Plan by You, subject to the terms and conditions of this Service Plan. We may cancel this Service Plan within the first sixty (60) calendar days for any reason. After sixty (60) calendar days, We may only cancel this Service Plan for (1) nonpayment of the Purchase Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the Cancellation date and the

reason for Cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before Cancellation. We will refund the unearned pro-rata Purchase Price.

Montana only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

Nevada only: Free Look: If this Service Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We will pay the Service Plan Holder a penalty of 10% of the Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The Cancellation provision is amended as follows: No Service Plan that has been in effect for at least seventy (70) days may be canceled by the Provider before the expiration of the agreed term or one (1) year after the effective date of the Service Plan, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Service Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; (2) a violation by the holder of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

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

New Jersey only: The following is added to the Cancellation provision: Prior notice is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation or omission by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

New Mexico only: Free Look: If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale if refund is not credited within sixty (60) days after the return, We will pay the holder a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period or portion thereof, that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. You may not cancel this Service Plan once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Service Plan, whichever occurs first, except for the following conditions: failure to pay the Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan. The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted.

New York only: Free Look: You may return this Service Plan within twenty (20) days of the date this Service Plan was provided to You, or within ten (10) days if the Service Plan was delivered to You at the time of sale. If You made no claim, the Service Plan is void and the full Purchase Price will be refunded to You. The Administrator will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within thirty (30) days. These provisions apply only to the original purchaser of the Service Plan. The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

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

Ohio only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call 1-800-852-2244. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon Cancellation of the Service Plan.

Oklahoma only: Oklahoma license number for Assurant Service Protection Inc. is 862541. Coverage afforded

under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida,

11222 Quail Roost Drive, Miami, FL 33157, or call 1-800-852-2244. The Cancellation provision is deleted in its entirety and replaced with the following: You may cancel this Service Plan at any time for any reason by mailing a request for Cancellation or calling Us at the toll free number listed on the Schedule Page. If You cancel this Service Plan within the first thirty (30) calendar days of the Service Plan Start Date, and have previously paid the Purchase Price for this Service Plan, and have received no claims benefit, You will receive one hundred percent (100%) of the unearned pro rata premium. If You cancel this Service Plan within the first thirty (30) calendar days, You previously paid the Purchase Price for this Service Plan, and You received a claim benefit, We will refund to You the unearned pro rata premium, less any claims paid as of the Cancellation date. If You cancel this Service Plan after thirty (30) days, or have made a claim within the first thirty (30) days, the refund will be one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less and (b) the actual cost of any service provided under this Service Plan. If You cancel or do not renew Your service with the Seller for any reason, including nonpayment, this constitutes Cancellation of the Service Plan by You, subject to the terms and conditions of this Service Plan. We may cancel this Service Plan within the first sixty (60) calendar days for any reason. After sixty (60) calendar days, We may only cancel this Service Plan for (1) nonpayment of the Purchase Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the Cancellation date and the reason for Cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before Cancellation. In the event the Service Plan is cancelled by Us, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under this Service Plan. **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Plan will be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York,

NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

South Carolina only: If the Provider does not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. All references to cash credit are deleted. The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use.

Texas only: The Definitions section of this Service Plan is amended to include the following: The Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; 1-512-463-6599 or 1-800-803-9202 (Within TX only). The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any Covered Service is provided to You by Us before the sixty-first (61st) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain financing. The following is added to the Cancellation provision: Prior notice is not required if the reason for Cancellation is

nonpayment of the Purchase Price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of ten percent (10%) per month on any Cancellation refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This right to cancel applies only to the original purchaser of the Service Plan and is not transferable.

Utah only: Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The Purchase Price of this Service Plan is a single payment and is listed on Your Proof of Purchase. The Cancellation provision is amended as follows: This Service Plan may be cancelled upon thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan. This Service Plan may be cancelled upon ten (10) days written notice if the reason for Cancellation is nonpayment by You. The If You Need Service provision is amended as follows: To arrange for service, call 866-728-7181 twenty-four (24) hours a day, seven (7) days a week.

Washington only: Obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan Provider. The following is added to the Arbitration provision: Nothing in the section headed "Arbitration" will invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Purchase Price. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser.

Wisconsin only: This is a 'service contract' as regulated under Wisconsin law and as referenced in

the Federal Public Law #93-637. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The Cancellation provision is amended as follows: We reserve the right to cancel this Service Plan at any time in the event of substantial breach of duties by You, material misrepresentation, or nonpayment by You. If We cancel, We will provide You with written notice, with the Cancellation date and the reason for Cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before Cancellation. Free Look: You may reject and return this Service Plan within twenty (20) calendar days of mailing or ten (10) calendar days of the delivery of this Service Plan. If no claim has been filed, the Service Plan is void and You will receive a full refund of the Service Plan Price. A ten percent (10%) per month penalty of the refund amount shall be added to a refund that is not paid or credited within forty-five (45) days after Your return of the Service Plan within the applicable time period. The right to void the Service Plan is not transferrable and applies only to the original purchaser. The Service Plan Holder will be made whole before the Administrator retains any amounts that may be recovered. Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the Service Plan. Failure by You to furnish proof of loss within the time required by the Service Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming only: The following is added to the Cancellation provision: Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. If applicable, Accidental Damage coverage is not limited to drops, cracks or liquid submersion.