TERMS AND CONDITIONS
FURNITURE PRODUCT 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" mean 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", mean 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" mean 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" refer 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 applies to fabric, leather and vinyl upholstery, and wood and other hard surface furniture purchased as new, which at the time of purchase included a manufacturer's original written warranty valid in the United States. In order to

be eligible for the manufacturer defect coverage portion of the Plan, either the manufacturer's original written warranty or a combination of the manufacturer's original 90 day or more warranty and the Selling Retailer's warranty must provide at least 12 months parts and labor coverage.

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

WHAT IS COVERED:
This Plan defines "Accidental" as a single, unexpected and unintentional event and does not include accumulated damage from continual or multiple events. The use of this Plan requires an explanation of where and when the accident occurred as well as a detailed description of the actual event.

For fabric, leather and vinyl upholstery and rugs: All accidental stains including, but not limited to, those caused by: food and beverages; nail polish and nail polish remover stains or damage; human and pet body fluid stains; ink and marking pen stains; candle wax; jean dye transfer; paint; bleach.

Accidental damage (single incident coverage): All pet damage; punctures, rips, tears and burns; breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating and vibrating mechanisms.
Up to $50 per seat cushion total coverage for the term of the Plan on any of the following: seam stitching that comes loose on seat cushions; damage to seat cushion zippers; loss of seat cushion foam resiliency in excess of 20%.

For case goods and other hard surface furniture: All accidental stains including, but not limited to, those caused by: food and beverages; human and pet bodily fluids; nail polish and nail polish remover stains or damage; ink and marking pen stains; candle wax; paint; bleach.

Accidental damage (single incident coverage): Pet damage; nail polish remover damage; liquid marks, stains or rings; breakage; scratches, gouges, dents or chips that penetrate the finish exposing the substrate; cigarette burns, singes and heat marks; checking, cracking, bubbling or peeling of finish caused by a specific incident; accidental bending or breakage of structural metal components; breakage, chips or scratches of glass or mirrors.

Manufacturer Defects: Separation of frame components; structural defects to frames, warping and frame breakage/cracking; lifting of veneers and laminate finishes; warping; loss of silvering to mirrors; failure of integral electrical components, such as massagers and heaters; Failure of motors, lift mechanisms, adjustable beds, adjustable bases, power recliners, power sofas, power sectionals and power lift chairs.

IF YOUR FURNITURE NEEDS REPAIR/STAIN REMOVAL:
In the event that a repair and/or stain removal of the Product is needed, You are required to either contact Your Selling Retailer or call the Administrator at (800) 546-2109 between the hours of 8:00AM and 6:00PM eastern time or go online to www.safeware.com to report the need for service. All repairs and/or stain removals must be authorized by the Administrator prior to performance of service. For faster service, please have Your dated Proof of Purchase available when You call. If the product is still covered by a manufacturer's warranty, You may be directed to call the manufacturer prior to being referred to a service center. All repairs/stain removals must be approved before they are performed.

Service will be performed during normal business hours. Do not return the Product to Your Selling Retailer for repair or stain removal 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.

While We try to complete service as quickly as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

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.

WHAT IS NOT COVERED:

(A) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
(B) PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A

RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
(C) CLEANING; PERIODIC CHECKUPS; PREVENTIVE MAINTENANCE;
(D) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD USED OR "AS-IS", INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
(E) PART OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN, AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, LIGHT BULBS, ETC.;
(F) ABUSE, MISUSE, MISHANDLING; UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO YOUR COVERED FURNITURE;
(G) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
(H) LOSS OR DAMAGE CAUSED BY WAR; INVASION; ACT OF FOREIGN ENEMY; HOSTILITIES; CIVIL WAR; REBELLION; RIOT; STRIKE; LABOR DISTURBANCE; LOCKOUT; OR CIVIL COMMOTION;
(I) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE COVERED FURNITURE IS AT AN AUTHORIZED SERVICE CENTER OR AWAITING PARTS;
(J) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS;
(K) FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA;
(L) UNAUTHORIZED REPAIRS AND/OR PARTS;
(M) COST OF INSTALLATION, SETUP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;
(N) ANY OTHER LOSS OTHER THAN A COVERED BREAKDOWN;
(O) SERVICE WHERE NO PROBLEM CAN BE FOUND; NOISES; SQUEAKS; BREAKDOWNS WHICH ARE NOT REPORTED DURING THE
TERM OF THIS AGREEMENT;
(P) ANY STAIN OR DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY, WHILE FURNITURE IS BEING MOVED BETWEEN RESIDENCES OR INTO AND OUT OF STORAGE;
(Q) ANY STAIN OR DAMAGE CAUSED BY SUN FADE, SMOKE, FIRE, FLOOD OR OTHER NATURAL DISASTER, INSECTS, EXPOSURE TO WEATHER; WINDSTORM; SAND; DIRT; HAIL; EARTHQUAKE; ACTS OF GOD; THEFT, VANDALISM OR ILLEGAL ACT;
(R) ANY STAIN OR DAMAGE CAUSED BY ANY THIRD PARTY, INCLUDING ANY INDEPENDENT CONTRACTOR, SUCH AS, BUT NOT LIMITED TO, PLUMBERS, PAINTERS, OR OTHER SERVICE OR MAINTENANCE PERSONNEL;
(S) CLEANINGS OR ANY REPAIR COVERED OR SHOULD BE COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE.

IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER "WHAT IS COVERED".

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 PROVIDES 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:** This Plan begins on the date of Product purchase or delivery date, whichever is the latest date, and will provide service to the original purchaser of the Product a total of 3 years or 5 years, as noted on Your Proof of Purchase, from the date of delivery. If under the terms listed below, an item becomes accidentally stained or damaged during normal residential use, the Administrator may, at its discretion, either send You a stain removal kit and/or engage a professional technician to service the problem at no cost to You. If the covered stain cannot be resolved, the Administrator, at its discretion, will replace the affected portion or the complete item(s). Replacement items will be the same as or similar to the original item purchased, provided the price of the replacement meets the full liability under the Plan. If an entire item of furniture is replaced, the replacement furniture is not eligible for coverage under this Plan. However, replacement of a part or piece of furniture does not end Plan coverage. Any Product originally covered by the Plan and not replaced will remain under coverage for the remaining term of the Plan. Any replaced Product under this Plan becomes the property of the Administrator. This Plan does not cover pickup, maintenance inspections, crating or delivery freight charges.

   Replacement parts or furniture will be ordered from the Selling Retailer. If the Selling Retailer is not able to replace the item originally purchased or provide a satisfactory substitute item, You will be given a refund of the purchase price of this Plan, less any claims payments made to You under this Plan, in lieu of replacement of Your Product and Your Plan will terminate.

2. **LIMIT OF LIABILITY:** The limit of liability for Your Product under the Plan is the cost of authorized repairs or replacement as determined by the Administrator, with a product of similar features. In no event will the total liability for repairs or replacement exceed Your Product purchase price, excluding sales tax, diagnostic fees, delivery and installation costs. Upon replacement of an entire item of furniture, there is no longer any obligation for the replaced product under this Plan.

   SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.

3. **RENEWABILITY:** This Plan is not renewable.

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, the date of new ownership, and a $10 transfer fee. 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 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. 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 be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. 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) 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 breakdown 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) will apply to any arbitration under this Plan. 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.

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 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.

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.
CONDITIONS – Section 7 Dispute Resolution – Arbitration is amended as follows: Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548.
CONDITIONS – Section 8 Cancellation is amended as follows: 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.

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 deleted in its entirety and replaced with the following:
For California Residents – The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Plan provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Plan. 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. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class.
Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. 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 be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.
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 breakdown 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."
Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.). The laws of the state of California govern all 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. All costs and expenses of the arbitration will be shared equally by You and Us.
All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300% of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.
This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Household Goods and Services (BHGS). To learn more about this process, You may

contact BHGS at (916) 999-2041, or You may write to BHGS 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or You may visit their website at 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.

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

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:

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.

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 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 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.

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 inured 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) 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) will apply to any arbitration under this Plan.

Nevada

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.
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, Concord, NH 03301, (603) 271-2261.
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.

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 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

If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

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.

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 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".

CONDITIONS – Section 8 Cancellation is amended as follows:

We must provide You with a written notice at least 21 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

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 (L) UNAUTHORIZED REPAIRS 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.

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.

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