



ASSURANT 360° PROTECTION SUMMARY

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

HOW YOUR COVERAGE WORKS:

Assurant 360° Protection Plans cover repair or replacement of major appliances, consumer electronics, jewelry, watches and personal computers due to failures or damages that occur during normal use. Your Plan will cover service repairs or replacement for the period of time you have selected that extends past the manufacturer's warranty. Many benefits start at date of purchase including power surge and food loss.

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

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

To activate your service plan and customer care needs go to www.assurantsolutions.com/svcplans.

REPAIRS & SERVICE:

To arrange for service, go to www.assurantsolutions.com/svcplans or call our Protection Plan Administrator at 866-761-7379. The Assurant 360° Protection Plan Administrator must authorize all repairs and service in advance. If your repair is not satisfactory, please contact us.

In-Home Service: If we determine your desktop computer, television over 37 inches or large appliance needs repairs, we will help you schedule an appointment with a local repair technician for in-home service and we will pay the technician directly.

For Shippable Items: We will provide you with shipping labels and/or shipping kits to help protect your item. We will cover your shipping charges to our repair facility and ship your repaired item back at no charge to you.

Delays: If your repair requires more than 30 days to complete, the expiration date of your Protection Plan will be extended by the number of days required to complete the service.

Replacements & Reimbursements: If your product cannot be repaired or if replacement parts are no longer available, you will receive a replacement product of comparable type, quality and functionality, a gift card or cash settlement, not to exceed the purchase price of the original product. You will be asked to return the defective product and everything that was included with it, including remote controls,

chargers and power cords, in order to receive either a replacement product, gift card or cash settlement.

Contract Fulfillment: Replacement of your product, cash settlement, gift card or repair that in the aggregate equal the purchase price of the original product, fulfill the contract in its entirety (applicable only to cash settlement in AZ).

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

WHAT ISN'T COVERED:

Refer to Section 21 of the Assurant 360° Protection Plan for specific details, but there are three notable exclusions to your coverage.

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

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

Accessories and Consumer Replaceable Parts: Assurant 360° Protection Plans do not cover accessories, non-operating components, and parts that are meant to be replaced by the consumer, such as batteries and ink cartridges.

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

TERMS, TRANSFERS & CANCELLATIONS:

Some key information on questions that may arise in the future.

Term: The Assurant 360° Protection Plan begins on the date of purchase and provides certain benefits during the manufacturer's warranty. The Plan ends on the date indicated on your sales receipt. If the plan expires, we may offer an option to renew it.

Transfer: The Assurant 360° Protection Plan is transferable at no cost by contacting us in writing and providing the name, address and phone number of the person to whom it is being transferred.

Cancellation: The Assurant 360° Protection Plan may be cancelled at any time for any reason by mailing a request for cancellation and the original copy of the Plan to Assurant Solutions. When the Plan is cancelled within 30 days, a full refund will be issued, less any claims already paid. After the first 30 days, the refund will be pro-rated. This may vary by state. Refer to your actual Terms and Conditions for details.

SPECIAL STATE DISCLOSURES:

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

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

EXTENDED SERVICE PLAN Terms and Conditions

This Service Plan is issued in conformance with these Terms and Conditions. The Service Plan includes the Terms and Conditions, Special State Disclosures and the sales receipt.

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

1) DEFINITIONS:

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

Service Plan Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in all states except in Florida where the Service Plan Provider is **United Service Protection, Inc.**, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578; and in Oklahoma where the Service Plan Provider is Assurant Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

Service Plan Administrator means the entity responsible for administering this Service Plan. Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 is the Administrator of this Agreement in all states except Florida and Oklahoma. In Florida, the Administrator is United Service Protection Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578. In Oklahoma, the Administrator is Assurant Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578. The service performed under this Service Plan is provided through the Administrator or a servicer approved by the Administrator.

Service Plan means this Service Plan, which You purchased to cover the Product described on the sales receipt.

Product means the new item(s) purchased and covered under a manufacturer's warranty and is shown on Your sales receipt.

Price means the consideration paid by You for this Service Plan as listed on Your sales receipt.

2) TERM: This Service Plan shall commence on the date of purchase and shall terminate on the date indicated on the Your sales receipt.

IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.

3) WHAT IS COVERED: Service performed hereunder shall consist of functional parts and labor necessary to restore Your Product to normal operating condition.

Optional Accidental Damage Coverage Benefit – If You purchased accidental damage coverage as stated on Your sales receipt, this Plan will cover Your Product for accidental damage as a result of handling, drops and spilled liquid. This coverage is not available on major appliances.

4) COVERED PRODUCTS: The following Products are eligible for coverage. The Product for which You actually purchased coverage will be listed on the sales receipt.

- **Major Appliances:** Such as but not limited to washers, dryers, refrigerators, freezers, dishwashers, ovens, ranges.
- **Consumer Electronics:** Such as but not limited to televisions (TVs), camcorders, stereos, CD players, plasma TVs, LCD and LED TVs, DVD players, digital cameras, digital camcorders and tablets. Remote Control – This Service Plan provides for remote control replacement of comparable functionality once per Service Plan. Your Service Plan remains in force upon replacement of the lamp or remote control.
- **Personal Computers:** Such as but not limited to desktop PCs, peripherals, laptops, printers, scanners.
- **Jewelry Products and Watches:** Such as but not limited to earrings, necklaces, bracelets, rings.

5) REPLACEMENT OPTION: If Your Product cannot be repaired, You will receive either a replacement Product, gift card, or an amount equal to the original purchase price of Your Product, in Administrator's sole discretion. You will be required to return Your defective Product along with all accessories and batteries as a condition for receiving a replacement Product, gift card or reimbursement. If specified to mail in your Product, You are responsible for packing the Product in the original or comparable packaging to prevent further damage during shipping. You may be instructed to handle return of the defective Product and receipt of a replacement Product through the dealer where You purchased the Product. Replacement will be with a Product of comparable type, quality and functionality, and will be shipped to You, postage pre-paid by Administrator. If a gift card or reimbursement is issued to You, its value will be equal to the original purchase price of the Product as described in Section 8.

- 6) **PARTS NON-AVAILABILITY:** In the event that replacement parts needed for repair should become unavailable during the coverage period of the Service Plan, We will either replace Your Product with a new or refurbished Product of like kind and quality or pay You a cash settlement pursuant to the **Replacement Option** above. Such replacement or cash settlement will constitute fulfillment of this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law. In no event shall We or the retailer be liable for any damages as a result of the unavailability of replacement parts.
- 7) **NO-LEMON POLICY:** If Your covered Product fails three times due to the same part(s) failure during the Service Plan term, after expiration of the manufacturer's warranty period, and a fourth repair for the same problem occurs, as determined by Us, within any twelve (12) month period, the covered Product will be replaced with a comparable Product or a cash settlement pursuant to **Replacement Option** above. Such replacement or cash settlement shall constitute fulfillment of this Service Plan and will cancel and discharge all further obligations under this Service Plan, where allowed by law.
- 8) **LIMIT OF LIABILITY:** The total amount that We will pay for repairs and/or replacement made in connection with all claims that You make pursuant to this Service Plan shall not exceed the purchase amount paid for the Product. In the event that We make payments for repairs and/or replacements, which in the aggregate, are equal to the purchase amount paid for the Product, or provide a cash settlement or gift card, reflecting the replacement cost of a new item of equal features and functionality, We will have no further obligations under this Service Plan.
- 9) **FOR COMPUTER PRODUCTS ONLY:** We will provide technical assistance and troubleshooting for the operation of Your Product. Call the Service Plan Administrator's toll-free number listed under the **If You Need Service** provision for technical assistance. Software technical support shall be limited to the proper operation of the approved operating systems and pre-installed application software programs. Software support shall at no time mean tutorial assistance. This Service Plan does not cover customer-installed software. Laptop Screen Protection will cover labor and replacement parts should Your laptop screen become inoperable.
- 10) **FOR PLASMA DISPLAY/TELEVISION PRODUCTS ONLY:** All plasma televisions may have a given number of defective pixels. This may be a normally occurring condition with plasma display technology. Pixel defects such as lit or unlit pixels will be subject to the manufacturer's guidelines for allowable pixel defects as verified by Our authorized repair center in order to qualify as a covered failure.
- 11) **JEWELRY PRODUCTS ONLY:** We will repair or replace Your Product due to loss of precious or semi-precious stones if such loss is due to defective mounting in the setting (does not include the primary center stone). Covered repairs include soldering, re-tipping of prongs, repairing prongs and mountings, rhodium plating, subsequent ring sizing, resetting stones, cultured pearl restringing, kinks or knots, dents, chips, breaks, cracks, thinning ring bands, gouges, and scratches.
- 12) **WATCHES ONLY:** We will repair or replace Your Product due to broken cases, bracelets, bands or clasps; scratched or broken crystals; bezels, broken or dented crowns, stems, and broken movements.
- 13) **POWER SURGE PROTECTION FOR MAJOR APPLIANCE, CONSUMER ELECTRONICS, AND PERSONAL COMPUTER PRODUCTS ONLY:** This Service Plan provides protection against operational failure of Your Product if the operational failure is caused by a power surge and a properly installed and functioning Underwriter's Laboratory approved surge protector is in use. You may be required to send Your surge protector to the Service Plan Administrator for examination.
- 14) **FOOD SPOILAGE COVERAGE FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY:** Food loss as a result of the failure is covered to a maximum of one hundred dollars (\$100.00) over the term of the Service Plan. Food loss that results from a loss or interruption of power is not covered. An itemized list of spoiled food will be required.
- 15) **IF YOU NEED SERVICE:** To locate or arrange for service go to www.assurantsolutions.com/svcplans or call the Service Plan Administrators at **866-761-7379**. The Service Plan Administrator will select an authorized repair center which will contact You to arrange for Your service. You should contact the Service Plan Administrator directly if the completion of Your repair is not satisfactory.
- 16) **TYPES OF SERVICE AND SERVICE LOCATION:** In the event the Service Plan Administrator determines that Your Product requires in-home/on-site service, repairs will normally be performed at Your residence. In order for the Service Plan to provide in-home/on-site service, an adult (of legal age) must be present at the location where on-site service will be performed. If You live beyond a thirty-five (35) mile radius of an authorized service center, You may be required to ship the Product to the designated servicer; however, shipping charges will be covered by the Service Plan. In-home/on-site service is not available for, but not limited to, the following items: jewelry Products, watches, fax machines, external CD-ROM/DVD drives, external disk drives, and external tape backup systems or other similar Products. In the event the Service Plan Administrator determines that Your Product requires carry-in service, repairs will be performed at an authorized repair center. You are responsible for the delivery of Your Product to the repair center for performance of the repairs and for pickup of the Product following completion of the service work. If shipping is required, charges will be covered by this Service Plan.
- 17) **AVAILABILITY OF SERVICE:** Service will normally be available and rendered during the regular working hours and work week of Product repair centers in Your area.

- 18) DELAYS:** We will exercise reasonable efforts in providing service under this Service Plan, but will not be liable for any damages arising out of delays; and in no event shall We or the Service Plan Administrator be liable for consequential damages. In the event Your repair requires more than thirty (30) days to complete, the expiration date of Your Service Plan will be extended by the repair time in excess of thirty (30) days.
- 19) PARTS:** Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service during the remainder of the term of coverage.
- 20) MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein not covered by the manufacturer's warranty. If You should call for service on an item covered under the manufacturer's warranty, the Service Plan Administrator will refer Your call to the manufacturer.
- 21) YOUR SERVICE PLAN DOES NOT COVER THE FOLLOWING ITEMS AND SERVICES:** Cabinets and associated non-operating components of Your Product, such as protective glass, frame, filters, antenna, batteries (whether or not they are replaceable by the consumer), toner and developer cartridges, drum cartridges, stylus, needles, trays, shelves, light bulbs, consumer replaceable projector bulbs, tapes, ribbons, hoses, knobs, bags, pre-installed, customized or proprietary software, software applications installed after Your original computer Product purchase or installation of any of the foregoing items. **FOR JEWELRY AND WATCH PRODUCTS:** Inherent design defect(s) in the Product including, but not limited to, flaws in gemstones, introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure stones, unauthorized product modifications or alterations, any Product which contains mechanical or electronic components normally designed to be replaced by the purchaser during the life of the Product. This Service Plan does not cover any recall program whether the manufacturer is in business or not, unavailable repair parts during the manufacturer's warranty period, or, Products on which required maintenance was not performed.
- This Service Plan does not cover service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage in accordance with manufacturer specifications, such as, but not limited to loss or damage due to misuse, abuse, unauthorized repair by others, improper installation, rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft, negligence, riot, or any other peril. **IN NO EVENT SHALL THIS SERVICE PLAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN SERVICE PLAN, TORT, OR NEGLIGENCE.** This Service Plan does not cover any and all pre-existing conditions that occur prior to the effective date of this Service Plan and known by You. This Service Plan does not provide for any expansion of the channel or frequency range capabilities of Your Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation. This Service Plan does not cover preventative maintenance, except for tape path alignment, head cleaning, CD lens cleaning and laser alignment associated with tape decks, camcorders, CD, DVD, CD-ROM and other similar Products. This Service Plan does not cover loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your Product. This Service Plan does not cover radio frequency interference due to improper installation or close proximity to other electronic equipment. This Service Plan does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer. Initial installation or hookup of Your Product is not covered. Removal and reinstallation are not covered under this Service Plan, except as determined by the Service Plan Administrator. Accidental or intentional damage, cracked or damaged monitor, laptop or display screens, unless covered by optional Accidental Damage coverage.
- 22) WHAT YOU MUST DO:** You are responsible for backing up all electronic data, computer software and personal files prior to commencement of any repairs. Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the Product is Your responsibility. You have a duty to protect against any further damage and are required to comply with the manufacturer's instruction manual for the Product.
- 23) PRODUCTS NOT ELIGIBLE FOR COVERAGE:** This Service Plan does not provide any service for Products used for commercial or business purposes.
- 24) RENEWALS:** At Our option, Your Service Plan may be renewed; however, We are not obligated to offer You another Service Plan upon termination of this Service Plan or to accept a Service Plan order, in the event You tender one.
- 25) TRANSFER:** You may transfer this Service Plan to another person by writing to the Service Plan Administrator. The notice must include the name, address and phone number of the person to whom the Service Plan is being transferred. Your transfer takes effect as soon as the Service Plan Administrator receives Your written notice.

26) CANCELLATION: You may cancel this Service Plan at any time for any reason by mailing a request for cancellation and the original copy of this Service Plan to Us. If You cancel this Service Plan within the first thirty (30) days after receipt of this Service Plan, You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from receipt of this Service Plan, You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed ten percent (10%) of the Price of the Service Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. The effective date of cancellation is the date We receive the request for cancellation. If We cancel this Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel, You will be refunded the unearned pro rata Price of this Service Plan, less any claims paid, where allowed by law. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Price of the Service Plan to You.

27) DEDUCTIBLE: If You purchased Accidental Damage coverage, a deductible will apply and will be stated on Your sales receipt.

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

29) ARBITRATION:

Read the following Arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out Arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the Arbitration. Unless You and We agree, the Arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other Arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this Arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any Arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

30) Special State Disclosures: The following state specific requirements are added to and become part of your Service Plan and supersede any other provision to the contrary:

THE FOLLOWING STATE SPECIFIC REQUIREMENTS APPLY IF YOUR PLAN WAS PURCHASED IN ONE OF THE FOLLOWING STATES AND SUPERSEDE ANY OTHER PROVISION HEREIN TO THE CONTRARY:

AL, AR, CT, GA, IL, IN, KY, MA, ME, NC, NH, NV, NY, OR, SC, UT, WI and WY only: The obligations under this 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, MT, VA and VT only: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

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

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

Alabama only: The **CANCELLATION** provision is revised as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or material misrepresentation.

Arkansas only: The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice 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. A pro rata refund less any claims paid will accompany the notice of cancellation unless the reason is for non-payment.

Arizona only: The following is added to the **REPLACEMENT OPTION** provision of Your Service Plan – The replacement of the Product(s) in its entirety shall not eliminate the obligation for future repairs or replacement as otherwise provided under this Service Plan. Only a cash settlement will fulfill Our obligations under the Service Plan.

The following is added to the **CANCELLATION** provision of Your Service Plan – No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will not cancel or void this Service Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Us or Our subcontractors. We may cancel this Service Plan only in the event of fraud, material misrepresentation or non-payment 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 800-325-2548.

California only: The **ARBITRATION** provision is revised as follows – This Arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or you may visit their website at www.bear.ca.gov. The seller of this Service Plan is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578. The Cancellation provision is revised as follows – You may cancel this Service Plan if the Product is returned, sold, lost, stolen or destroyed. You may cancel this Service Plan within thirty (30) days after receipt of this Service Plan by providing written notice to the Administrator. You will receive a full refund if no claims have been made. For Jewelry and Watch Products, You may cancel this Service Plan within sixty (60) days after receipt of this Service Plan by providing written notice to the Administrator. You will receive a full refund if no claims have been made. For Jewelry and Watch Products, You may cancel this Service Plan after sixty (60) days of receipt of this Service Plan by providing written notice to the Administrator. You will receive a pro rata refund based on the time remaining on Your Service Plan, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Plan or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

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

Connecticut only: The **CANCELLATION** provision is revised as follows: You may cancel this Service Plan if You return the Product, or the Product is sold, lost, stolen, or destroyed. The following is added to the **ARBITRATION** provision – RESOLUTION OF DISPUTES: If We are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the Service Plan.

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 shall be non-binding on the parties, and either party shall, following Arbitration, have the right to reject the Arbitration award and bring suit in a court of competent jurisdiction. The Arbitration action will take place in the county where the Service Plan holder resides.

Georgia only: The **CANCELLATION** provision is revised as follows: You may cancel at any time and will receive a refund of the excess of the consideration paid for the Service Plan above the customary short rate for the expired term of the Service Plan. The effective date of cancellation is the date the Administrator receives the request for cancellation. No claim paid or incurred nor any cancellation fees shall be deducted from any refund owed. The Service Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. Administrator may cancel this Service Plan upon thirty (30) days written notice to You or upon ten (10) days notice if cancellation is due to nonpayment by You. Cancellation shall be in accordance with Section 33-24-44 of the Code of Georgia. If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

Hawaii only: The **CANCELLATION** provision is revised as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice 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.

Massachusetts only: The following is added to the **CANCELLATION** provision: If We cancel, We will mail You written notice, including the effective date of cancellation and the reason for cancellation at Your last known address at least 5 days prior to cancellation.

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 Service Plan Price. A ten percent (10%) penalty per month shall 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: 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 forty-five (45) days. These provisions apply only to the original purchaser of the Service Plan. The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or material misrepresentation.

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 shall be extended for the period of the strike or work stoppage.

Minnesota only: The obligations under this Service Plan are insured by a policy of insurance issued by American Reliable Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244.

The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. 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 by You, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. The **ARBITRATION** provision is amended as follows: Any Arbitration shall 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.

Montana only: The **CANCELLATION** provision is amended as follows: We shall mail written notice to You at least five (5) days prior to cancellation unless the reason for cancellation is for nonpayment of the provider fee, material misrepresentation and substantial breach of duties by You.

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, (800) 852-3416.

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 shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof, that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

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

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 shall 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, 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 revised 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 York only: Free Look – You may return this Service Plan within twenty (20) days of the date this Service Plan was provided to You, or within ten (10) days if the Service Plan was delivered to You at the time of sale. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within thirty (30) days. These provisions apply only to the original purchaser of the Service Plan. The **CANCELLATION** provision is revised as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice 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 shall be non-cancelable by Us except for non-payment 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, 800-852-2244. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon cancellation of the Service Plan.

Oklahoma only: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, (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 and the original copy of this Service Plan to Us. In the event the Service Plan is cancelled by You within the first thirty (30) days, 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 the Service Plan. If You cancel the Service Plan after thirty (30) days, or have made a claim within the first thirty (30) days, the refund will be based upon ninety percent (90%) of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. 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 the Service Plan. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full purchase price of the Service Plan to You.

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 shall 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 (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 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, they may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. All references to reimbursement are deleted.

Texas only: The **Definitions** section of this Service Plan is amended to include the following: The Registration Number for Federal Warranty Service Corporation is 269.

If You have complaints or questions regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (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. **Free Look** – If You cancel within the first thirty (30) days, We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This applies only to the original purchaser of the Service Plan, and is not transferable. The **CANCELLATION** provision is amended as follows: In the event We cancel the Service Plan, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice 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. The purchase of this Service Plan is not required in order to obtain financing for the covered Product.

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 sales receipt. 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 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 non-payment by You.

Washington only: Obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan provider. The following is added to the **ARBITRATION** provision – Nothing in the section headed 'Arbitration' shall 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 Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. This Service Plan does not provide coverage for pre-existing conditions. The following is added to the **DEFINITIONS: Administrator/Provider** is the entity that is responsible for the administration of the Service Plan/Plan which is Federal Warranty Service Corp., P.O. Box 105689, Atlanta, GA 30348-5689, (866) 782-9154. **Provider Fee/Purchase Price** means the consideration paid by You for the Service Plan.

Service Contract/Plan means a Plan which You have purchased for the Product described on the sales receipt. **Service Contract Holder/You/Your** means the person who is the purchaser or holder of the Plan as shown on the sales receipt. **Service Contract Provider/We/Us/Our** means Federal Warranty Service Corp. who is contractually obligated to the **Service Contract Holder** under the terms of the Plan. All references to Obligor are replaced by the term **Service Contract Provider**.

Wisconsin only: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. **Free Look** – You may reject and return this Service Plan within fifteen (15) calendar days of the delivery of this Service Plan. You will receive a full refund of the Service Plan price less actual costs or charges needed to issue and service the Service Plan. 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 – If We cancel the Service Plan, written notice will be mailed to Your last known address, stating the reasons and effective date, at least ten (10) days prior to the cancellation. Written notice will not be provided if the reasons for cancellation are non-payment by You, material misrepresentation or substantial breach of duties by You with regards to the covered Product or its use.

To review the General Privacy Policy of Federal Warranty Service Corporation, Assurant Service Protection, Inc. and United Service Protection, Inc., Assurant Solutions companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.