

Dependability Plus Program – Terms and Conditions

This Service Plan is not a contract of insurance.

- Parties:** “We”, “Us”, and “Our” indicate the obligor (“Obligor”) of this Service Plan identified on the Schedule Page. The administrator (“Administrator”) of this Service Plan is Federal Warranty Service Corporation P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-8668. The Administrator indicates the entity that is responsible for the administration of this Service Plan. The service performed under this Service Plan is provided through the Administrator or a servicer approved by the Administrator. “You” and “Your” mean the owner of the covered product (“Product”) who paid for this Service Plan.
- Special Provisions:** Note – Your Service Plan sales receipt, the Schedule Page and Terms and Conditions, including the provisions, limitations, definitions and exclusions, and any applicable state addendum, constitute the entire Service Plan.
- Programs:** The following programs are available. The program actually purchased by You will be specified on the Schedule Page. A covered Product will be restored to normal operating use or replaced after it has failed during normal single family residence use (excludes orphanages, group homes, businesses, etc.), including failures due to power surges up to a maximum of \$1,000 over the life of the Service Plan (but you must first make a claim with Your homeowner’s/renter’s insurance carrier for surge damage to avoid duplicate recovery). Upon replacement of Your Product, or lamp if you purchased the lamp replacement Plan, or reimbursement, this Service Plan is deemed fully performed as to the replaced Product, or lamp, and shall not be transferable to any replacement Product, unless otherwise required by state law. All defective Products or parts will become the property of the Administrator, should the Administrator unilaterally elect to exercise its rights to the property.
A. REPAIR PLAN – All labor and parts costs necessary to repair Your covered Product for problems due to functional part failures are covered. **Non-Repairable Products** – If the Administrator, in its sole discretion, determines that a covered Product is not repairable or not cost effective to repair, the Administrator will replace the covered Product with one of comparable type, quality and functionality, though not necessarily the same brand or retail purchase price (changes in technology may result in a lower selling price of a replacement Product than the original Product), or provide you with an amount equal to the replacement cost (excluding taxes and fees) of a similar Product.
B. REPLACEMENT PLAN – You will receive a replacement Product, gift card, or an amount equal to the original purchase price (excluding taxes and fees) of Your Product, at the Administrator’s sole discretion. Replacement Products may be repackaged or refurbished. You may 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 may be responsible for pre-paying postage and packing the Product in the original or comparable packaging to prevent further damage during shipping. Replacement shall be with a Product of comparable type, quality and functionality, and will be shipped to You, postage pre-paid by the Administrator. If a gift card or reimbursement is issued to You, its value will be up to the original purchase price of the Product (excluding taxes and fees). Replacement of Your Product by one of these methods shall fulfill this Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law.
C. LAMP REPLACEMENT PLAN – Your Plan covers the replacement of one defective lamp for Your television over the Plan coverage period. Replacement shall be limited to once per Plan. A lamp may be mailed to You at the Administrator’s expense for installation by You.
- Product Coverage:** The following Products are eligible for coverage. The covered Products for which You actually purchased coverage will be listed on the Schedule Page.
Major Appliances: Such as Washer, Dryer, Refrigerator, Dishwasher, Oven, Range, Freezer.
Food Spoilage: You will be reimbursed for food losses resulting from covered no cool failures of Your refrigerator or freezer up to \$100 per appliance over the Plan life; proof of loss required. Your Plan does provide food spoilage coverage during the manufacturer’s warranty period.
Other Appliances: Such as Water Softener, Undercounter Water Filter, Reverse Osmosis Water Systems.
Consumer Electronics: Such as TV, VCR, Camcorder, Stereo, CD Player, Projection TV, Home Theater System, DVD, PDAs, Digital Camera, Digital Camcorder, Digital Satellite Systems.
Remote Control: This Plan provides for remote control replacement of comparable functionality once per Plan. Your Plan remains in force upon replacement of the remote control.
Small Appliances: Such as Toaster, Coffee Maker, Bread Maker, Compact Refrigerator, Countertop Microwave Oven.
Water Heaters: Such as Gas and Electric Units (excludes tankless water heaters).
- Coverage Period:** Your coverage begins and ends on the dates identified on the Schedule Page.
- Location of Service for Repair Program**
a. In-home Service: If “in-home” service is specified, service will be provided at the address identified on the Schedule Page. The covered Product must be easily accessible to the technician and removal of the covered Product for servicing must not require more than one person for safe removal, or the use of special equipment or tools such as, but not limited to, ladders, lift trucks, or scaffolding. Your covered Product may need to be removed from the home and repaired elsewhere but if required, pick-up and return expenses will be covered by this Plan; provided, however, that Product de-installation and re-installation costs are not covered by this Plan.
b. Carry-in/Mail-in Service: If “carry-in/mail-in” service is specified, and there is an authorized local servicer near You, You are responsible for delivering Your covered Product to and from the repair center. Reasonable mail-in expenses to and from the service location may be covered by this Service Plan.
- If You Need Service:** Call the telephone number displayed on the Schedule Page to schedule service. Service will be available during regular working hours. In rare instances, if We cannot locate a servicer, We may authorize you to locate a servicer near You. You must provide Us with an estimate for repair prior to commencing work with repair. This Service Plan will reimburse You for any repair expenses paid by You if you have been authorized to locate a servicer and the repair estimate has been approved by Us.
- Moving Your Product to a New Location in the USA:** You can change Your service address by notifying the Administrator in writing at P.O. Box 105689, Atlanta, GA 30348-5689.
- If the Owner of the Product is Changing:** You can assign the Product coverage to another person by notifying the Administrator in writing at P.O. Box 105689, Atlanta, GA 30348-5689 and enclosing a check for \$10.00 to cover processing and administration costs. The coverage will become effective when the Administrator receives Your written notice and payment.
- Plan Cancellation**
a. You may cancel Your Plan at any time for any reason. You must cancel Your Service Plan with the retailer from whom You originally purchased it. In the event the retailer is no longer in business, please send a written cancellation request to the Administrator. The Administrator will accept Your cancellation and determine the amount of the refund based on the calculation in subsection b.
b. Refund Calculation. If canceled by You, Your refund will be calculated as follows: (1) if Your Service Plan is cancelled within 30 days of the purchase date of this Plan, You will be refunded the full Service Plan price; (2) if Your Service Plan and cancellation notice are received after 30 days from the purchase date, You will be refunded a pro-rated amount of the Service Plan price, less any claims paid, less an administrative fee of 10% of the pro-rated Plan price or \$25, whichever is less, unless otherwise precluded by law.

Dependability Plus Program – Addendums

ALABAMA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: If your written notice of cancellation is received after the effective date, the Administrator will refund You the remaining pro-rated price (less an administrative fee) REGARDLESS of prior services rendered against the Service Plan. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price or material misrepresentation by You relating to the covered product or its use. No claim incurred shall be deducted from the refund. **The following provisions are hereby added: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by 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. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a 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.

ARKANSAS: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: Prior notice is not required if the reason for cancellation is nonpayment, material misrepresentation or a substantial breach of duties by You relating to the covered product or its use. A pro rata refund of the unearned portion of premium, less any claims paid, shall accompany the notice unless cancellation is for non-payment. **The following provisions are hereby added: Special Provision:** 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 60 days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This provision applies only to the original purchaser of the Service Plan, and is not transferable. **Emergency Repairs (Water Heaters only):** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions.

ARIZONA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: This Addendum attaches to and becomes a part of Federal Warranty Service Corporation’s form number FW8524-0609. **The following is added to the Replacement 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 the Service Plan obligations. **The following is added to the Plan Cancellation provision:** You may cancel this Service Plan at any time and receive a pro-rata refund, less administrative expenses associated with the cancellation. No claim incurred or paid shall be deducted from 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. **The following is added to the Arbitration Provision:** 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 Contract 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.

c. Cancellation by Us. The Administrator can cancel this Service Plan at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of Plan by You. If the Administrator cancels this Service 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. You will be refunded the unearned pro-rata Purchase Price, less any claims paid, except as otherwise required by law. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, the Administrator will cancel this Service Plan and return the full Purchase Price of the Service Plan to You.

11. Plan Limitations
a. Indirect Damages. IN NO EVENT WILL THE OBLIGOR, ADMINISTRATOR OR INSURER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS SERVICE PLAN.

b. Renewals. We are not obligated to renew Your Plan. If a renewal is offered the terms and conditions may not match what is outlined herein.

c. Non-Original Manufacturer and Re-Manufactured Parts. Genuine factory parts will be used whenever possible; however, the use of non-original manufacturer and re-manufactured parts is allowed under this Plan.

d. Lemon Policy. During the start and end date, as listed on the Schedule Page, if the same component fails three (3) times and that covered Product requires a fourth (4th) repair, as determined by Us, We will replace it with a Product of comparable performance. Failures during the manufacturer’s warranty or during a term outside of this Plan coverage do not count towards the No Lemon Guarantee.

e. Service Failure or Delay. The Administrator is not responsible for any failure or delay in performing service due to acts of God, war, parts delays, no parts available or other causes beyond its control.

f. Limitation of Liability. To the extent permitted by applicable law, the liability of the Obligor, Administrator and Insurer, if any, for any allegedly defective Product or part shall be limited to repair or replacement of the Product or part at Our option, and the liability of the Obligor, Administrator or Insurer, if any, for damages relating to any defective Product or part shall not exceed the purchase price of a comparable replacement Product or part.

12. Consumer’s Promises and Assurances: It is Your responsibility to protect Your covered Product from further damage. In order to keep this Service Plan in force during its term, You promise and assure: (1) full cooperation with Our technicians and authorized servicers during diagnosis and repair of the covered Product; (2) accessible serviceability of the covered Product; (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at the time of scheduled service; (5) that the covered Product is not used for business or commercial purposes; (6) that You will provide written notice of any defect or deficiency in service within 90 days of discovery and (7) that the covered Product is installed and maintained within the manufacturer’s recommendations.

13. What is Not Covered – Your Service Plan does not cover: a. repair of Product(s) upon noncompliance of any part of Section 12 by You; b. coverage, components, Products or items not specifically listed herein or on the Schedule Page; c. consumable items such as batteries, tapes, ribbons, bulbs, hoses, water membranes, air filters, water filters, fuses, belts, knobs, accessory cables; d. any repair covered by a manufacturer’s original warranty or initiated by the manufacturer or recall program, whether the manufacturer is in business or not; e. any costs associated with or damage caused by failure to follow manufacturer’s recommended installation or normal maintenance; f. unauthorized repairs performed by third parties, inaccessible Products, theft; g. cosmetic damage; h. damage or failures caused by conditions beyond Our control such as inadequate plumbing, wiring, power supply, rust, corrosion, infestation, negligence, abuse, misuse, acts of God, leaking batteries, video game and other display markings, problems with phone lines; i. repair or replacement caused by defects that existed prior to this Service Plan purchase and known by You; j. service outside the continental USA, Alaska, and Hawaii; k. water filtration systems where water is microbiologically unsafe or of unknown quality when there has not been adequate disinfection, such as single-user wells, or other non-public water systems not regulated by federal or state health and safety requirements; l. Products used for commercial purposes; m. loss or damage to recording media, software or data, computer viruses, software defects or software generated problems; n. shipping damage to Products resulting from inadequate packaging by You; o. upgrades to comply with regulatory laws; p. TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect the overall viewing of the panel such as, but not limited to, missing pixels, intermittent pixels, or wrong color pixels; q. TV stands or wall mounts and projection TV screen protectors; r. de-installation or re-installation of wall mounted TVs and other Products; s. cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Products and custom panels; t. DLP TV lamps (unless lamp replacement Plan was purchased).

14. Arbitration Provision: READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, “You” and “Your” mean the person or persons named in this Service Plan, and all of his/her heirs, survivors, assigns and representatives. “We” and “Us” shall mean the Obligor identified above and shall be deemed to include all of its agents.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Plan or any prior Service Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Service Plan (“Claim”), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Service Plan was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class.** This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service Plan.

You 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.

You and We Understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

CALIFORNIA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Arbitration Provision: The 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 following is added to the Plan Cancellation provision:** You may cancel this Service Plan if You return the product(s), or if the product(s) is sold, lost, stolen, or destroyed.

COLORADO: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is hereby added: **Regulation:** 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 contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: You may cancel this Service Plan if You return the product, or the product is sold, lost, stolen or destroyed. **The following provisions are hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to American Bankers Insurance Company of Florida, who insures Our obligations under this Service Plan, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 800-852-2244. **Dispute Resolution:** A written description of a complaint may be mailed to the State Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. Include a copy of this Service Plan, cost of the repair, the Service Plan Purchase Price and description of the dispute. **Time Extension Provision:** If Your term of coverage is less than one year, Your Service Plan will be automatically extended by the duration that the product is withheld from You while being repaired.

FLORIDA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Parties section: In Florida, the obligor (“Obligor”) and administrator (“Administrator”) of this Service Plan is **United Service Protection, Inc.** P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-8668. **The following is added to the Plan Cancellation provision:** In the event You cancel this Service Plan, You shall receive a refund equal to 90% of the unearned pro rata Service Plan Purchase Price less any claims paid or less the cost of any repairs made. In the event We cancel this Service Plan, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata Service Plan Purchase Price. **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 You reside. **The following is hereby added:** All references to cash settlement or gift card are replaced by cash settlement.

GEORGIA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: You may cancel at any time and 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 Service Plan shall be non-cancelable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. No claim paid or incurred shall be deducted from any refund owed. We 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 by Us shall be in accordance with Section 33-24-44 of the Code of Georgia. **The following provision is hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida, who insures Our obligations under this Service Plan, at the

following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 800-852-2244. **The following provision is hereby deleted:** The Arbitration Provision of Your Service Plan is deleted in its entirety. It is not applicable to You.

HAWAII: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: 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, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. **The following provisions are hereby added: Free Look Provision:** You may return this Service Plan within twenty (20) days of the date of purchase or thirty (30) from the mailing date. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This right to void the Service Plan applies only to the original purchaser of the Service Plan, and is not transferable. **Special Provision:** Obligations of the Provider under this Service Plan are insured under a service contract contractual liability insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

ILLINOIS: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Repair Plan: This Service Plan covers normal wear and tear. **The following is added to the Plan Cancellation provision:** If You cancel this Service Plan within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Plan after thirty (30) days or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). **The following provision is hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida, who insures Our obligations under this Service Plan, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 800-852-2244.

INDIANA: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is hereby added: Special Provision: 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 obligations. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244.

KENTUCKY: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is hereby added: Special Provision: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida, who insures Our obligations under this Service Plan, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 800-852-2244.

LOUISIANA: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is deleted: Arbitration Provision: The Arbitration Provision is deleted in its entirety.

MARYLAND: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is hereby added: Free Look Provision: You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within twenty (20) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This provision applies only to the original purchaser of the Service Plan, and is not transferable.

MICHIGAN: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is added: Special Provision: 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: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: We may cancel this Service Plan based on one or more of the following reasons: (A) non-payment of the Service Plan Purchase Price; (B) a material misrepresentation made by You; or (C) a substantial breach of duties by You. **The following provisions are hereby added: Special Provision:** Obligations of the provider under this Service Plan are insured under a service contract reimbursement insurance policy, issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Reliable Insurance Company, who insures Our obligations under this Service Plan, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This provision applies only to the original purchaser of the Service Plan, and is not transferable.

MISSOURI: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following provisions are hereby added: Special Provision: 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 60 days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This provision applies only to the original purchaser of the Service Plan, and is not transferable.

MONTANA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, material misrepresentation by You and substantial breach of duties by You relating to the covered product or its use. **The following provision is hereby added: Special Provision:** If a claim for service has not been completed after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244.

NEW HAMPSHIRE: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to What is Not Covered – Your Service Plan does not cover provision: Any and all loss or damage that occurs prior to the effective date of this Service Plan will not be covered. **The following provisions are hereby added: Notice:** 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. **Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244.

NEW MEXICO: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: 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 Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less any claims paid. **The following provisions are hereby added: Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We shall refund You or credit Your account the Service Plan Purchase Price within sixty (60) days after the Service Plan is returned. We will pay a penalty of 10% per month on a refund that is not paid or credited for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. This applies only to the original purchaser of the Service Plan, and is not transferable. **Regulation:** The purchase of the Service Plan is not required in order to purchase goods or to obtain financing.

NEW YORK: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following Provision is added to the Plan Cancellation provision: We are not required to mail You written notice if the reason for cancellation is non-payment of the Service Plan Purchase Price, a material misrepresentation, or a substantial breach of duties by You relating to the product or its use. **The following provisions are hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a refund that is not paid or credited within thirty(30) days after return of the Service Plan to Us. This applies only to the original purchaser of the Service Plan, and is not transferable.

NEVADA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: We may not cancel this Service Plan once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Service Plan Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; 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 Plan; or a material change in the nature or extent of the service required under the Service Plan which occurs after the purchase of the Service Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel, You will receive a refund equal to the unearned pro rata purchase price. No claims or repairs incurred may be deducted from any refund. **The following provisions are hereby added: Replacement Plan:** The replacement of the covered product in its entirety shall not eliminate Our obligation for future repairs or replacement as otherwise provided under this Service Plan. **Regulation:** The purchase of the Service Plan is not required in order to purchase goods or to obtain financing. **Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American

Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a 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. **Emergency Repairs (Water Heaters only):** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions.

NORTH CAROLINA: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: Special Provision: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **REGULATION:** The purchase of this Service Contract is not required in order to obtain financing.

OHIO: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provision to the contrary: The following provision is hereby added: Special Provision: 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.

OREGON: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following provisions are hereby added: Special Provision: The Administrator's obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. **Emergency Repairs (Water Heaters only):** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions. **The following provision is deleted: Arbitration Provision:** The Arbitration Provision is deleted in its entirety.

SOUTH CAROLINA: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: Prior notice is not required if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties. **The following is hereby added:** All references to cash settlement or gift card are replaced by gift card. **The following provisions are hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **Notice:** If the Provider does not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a 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. **Emergency Repairs (Water Heaters only):** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions.

TEXAS: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: Prior notice is not required if the reason for cancellation is nonpayment of the Service Plan purchase price, a material misrepresentation by You relating to the Product or its use, or a substantial breach of Your duties relating to the covered product or its use. **The following provisions are hereby added: Notice:** 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). **Regulation:** 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 60 days after proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the Service Plan is returned to Us, You may apply directly to American Bankers Insurance Company of Florida. Obligations of the provider under this Service Plan are insured under a service contract contractual liability insurance policy. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a 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.

UTAH: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: No cancellation of this Service Plan shall become effective, unless We provide You with notice of such cancellation at least 30 days prior to the effective date of cancellation and shall state the reason for cancellation. We may cancel for the following reasons: (a) nonpayment (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan; or (d) substantial breach of contractual duties, conditions, or warranties. **The following Provisions are hereby added: Regulation:** Coverage afforded under this Service Plan is not guaranteed by the Utah 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. **Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with us, the claim can be submitted to American Bankers Insurance Company of Florida, who insures our obligations under this Service Plan, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 800-852-2244. **Emergency Repairs (Water Heaters only):** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions. **Notice:** The price of this Service Plan is a single payment and is listed on Schedule Page. **The following provision is hereby deleted: Arbitration Provision:** The Arbitration Provision is deleted in its entirety, it is not applicable to You.

VERMONT: The following state specific requirement is added to and becomes part of your Service Plan and supersedes any other provisions to the contrary: The following provision is hereby added: Special Provision: If a claim for service has not been completed after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244.

WASHINGTON: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following DEFINITIONS are hereby added: Service Contract Provider/We/Us/Our means Federal Warranty Service Corp. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-8668, 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. Administrator/Provider** is the entity that is responsible for the administration of the Service Contract/Plan, which is Federal Warranty Service Corporation P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-8668. **Provider Fee/Plan Purchase Price** means the consideration paid by You for the Service Plan. All references to Plan purchase price are amended to Provider Fee/Contract Purchase Price. **Service Contract/Service Plan** means the Plan, which You have purchased for the product described on the Schedule Page. **Service Contract Holder/You/Your** means the person who is the purchaser or holder of the Service Plan as shown on the Schedule Page. **The following Provisions are hereby added: SPECIAL PROVISION:** Obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the service contract provider. **Arbitration Provision:** Nothing in the section headed 'Arbitration Provision' 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 Provision:** You may return the Service Plan within 20 days of date mailed or within 10 days of delivery at the time of sale, or a longer period specified in the Service Plan. If no claims have been filed, the Service Plan will be void and You will receive a full refund of the Plan Purchase Price. A 10% penalty per month will be added if the refund is not paid or credited within 30 days after return of the Service Plan. The right to void the Service Plan is not transferable. The right to void the Service Plan applies only to the original purchaser. **Emergency Repairs:** If in an emergency situation and the Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Plan provisions.

WYOMING: The following state specific requirements are added to and become part of your Service Plan and supersede any other provisions to the contrary: The following is added to the Plan Cancellation provision: Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, material misrepresentation or substantial breach of duties by You relating to the covered product or its use. **The following provisions are hereby added: Special Provision:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. **Free Look Provision:** You may return this Service Plan within twenty (20) days of the date that this Service Plan was mailed to You, or within ten (10) days of delivery. If You made no claim, the Service Plan is void and the full purchase price will be refunded to You. We will pay a penalty of 10% per month on a 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 following provision is hereby deleted: Arbitration Provision:** The Arbitration Provision of Your Service Plan is deleted; it is not applicable to You.