

## Harbor Freight Extended Service Plan

### Terms and Conditions

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

These terms and conditions, together with Your sales receipt, shall collectively constitute the entire contract relating to Your coverage.

#### 1. **DEFINITIONS:**

**Service Plan Holder/You/Your** means the owner of the Product and any assigned transferee 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.

**Administrator** means the entity responsible for the administration of this Service Plan. The Service Plan Administrator is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-838-3421 in all states except in Florida where the Administrator is United Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-838-3421 and in Oklahoma where the Administrator is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-838-3421.

**Service Plan Seller** means the retailer where You purchased Your Service Plan as indicated on Your sales receipt.

**Product** indicates the item(s) that You purchased concurrently with and is covered by this Service Plan and is listed on Your sales receipt.

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

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

**Initial Cancellation Period** means the shortest period of the manufacturer's warranty, but no less than ninety (90) days after the receipt of the Service Plan.

#### 2. **COVERAGE TERM:**

The term of the Service Plan begins upon expiration of the shortest period of the manufacturer's warranty and continues through the end of the Service Plan term. The term of this Service Plan is printed on the sales receipt You received when You purchased this Service Plan.

**THIS SERVICE PLAN PROVIDES NO BENEFITS DURING THE TERM OF THE MANUFACTURER'S SHORTEST WARRANTY PERIOD. THIS SERVICE PLAN BEGINS IMMEDIATELY UPON EXPIRATION OF THE MANUFACTURER'S SHORTEST WARRANTY PERIOD.**

#### 3. **WHAT IS COVERED:**

Mechanical, electrical and power failures that occur during normal wear and tear. 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. This Service Plan covers Product(s) used for consumer and commercial use (with the exception of rental usage).

##### **Repair:**

The Service Plan covers the cost of all labor and parts necessary to repair Your Product for problems to functional part failures due to normal wear and tear. Genuine factory parts will be used whenever possible; however, the use of non-original manufacturer and remanufactured parts is allowed under this Service Plan. The limit of liability under this Service Plan shall be the actual cash value of the Product in operating condition at the time of the claim. If We do not repair Your Product within fifteen (15) days, We will provide a new product of equal or similar features, capacity, specifications and/or efficiency and functionality (not necessarily at the same retail purchase price as the original Product). If a replacement product is not available, We will either issue a gift card from the Service Plan Seller that sold You the Service Plan or provide a refund up to the actual cash value of the Product, not to exceed the original Purchase Price of the covered item. The gift card may only be used at the Service Plan Seller that sold You the Service Plan and is not redeemable for cash or credit. This Service Plan is deemed fully performed if We provide a replacement of Your Product or issuance of a gift card or refund. All defective replaced Products will become Our property should We unilaterally elect to exercise Our rights to the property. We will replace a Product or part should the same major failure occur, as determined by Us, to the product or part and require a service call on three (3) separate occasions within a twelve (12) month period after the Service Plan commencement date. Replacement shall be with a product or part of comparable type, features, quality, specifications and/or efficiency and functionality, but not necessarily brand

or color. Replacement will be authorized after the Product or part is repaired for the second time and upon the occurrence of the third repair request as determined by Us. Validation by a technician of product or part failure is required prior to replacement. Repairs or replacements are available only to Service Plan Holders in the United States, and repairs are available only where Our repair facilities are present. Please contact the Administrator for details.

**Replacement:**

This Service Plan provides replacement coverage if Your Product fails due to normal wear and tear, product defects or product failure. We will provide for replacement of the Product with a new product of equal or similar features, capacity, specifications and/or efficiency and functionality. If a similar replacement product is not immediately available, We will either issue a gift card from the Service Plan Seller that sold You the Service Plan or provide a refund up to the original purchase price of the covered Product. The gift card may only be used at the Service Plan Seller that sold You the Service Plan and is not redeemable for cash or credit. This Service Plan is deemed fully performed by replacement of the Product or issuance of a gift card or refund. All defective Products will become Our property should We unilaterally elect to exercise Our rights to the property. Replacements are only available to Service Plan Holders in the United States. Please contact the Administrator for details.

**4. IF YOU NEED SERVICE:**

**Repair:**

If You need service under Your Repair program - Please call 1-888-838-3421 twenty-four (24) hours a day, seven (7) days a week to schedule repair service. Service will normally be available during the regular working hours of the authorized repair center. The Administrator must authorize all repairs in advance. Unauthorized repairs may invalidate this Service Plan. We will try to complete service as quickly as possible; however, We are not responsible for delays caused by factors beyond Our control, including but not limited to: manufacturer's parts delay, delays in shipping to authorized repair centers, or acts of God.

**Replacement:**

If You need service under Your Replacement program – Please visit any of the Service Plan Seller's retail stores or call 1-888-838-3421 twenty-four (24) hours a day, seven (7) days a week to request a product replacement. The Administrator must authorize all replacements in advance. Unauthorized replacements will invalidate this Service Plan.

**5. PROMOTIONS AND DISCOUNTS:**

We may offer promotions and discounts from time-to-time under this Service Plan valued up to \$100.

**6. CANCELLATION:**

You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price, less the actual cost of any service received under the Service Plan. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at **1-888-838-3421**. You will receive a pro rata refund of the Purchase Price less the actual cost of any service received. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will receive a pro rata refund of the Purchase Price less the actual cost of any service received under the 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 of cancellation and the reason for cancellation. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment, fraud by You, material misrepresentation by You, or a substantial breach of duties by You.

**7. DEDUCTIBLE:**

This Service Plan has no deductible.

**8. RENEWALS:**

This Service Plan is not renewable.

**9. TRANSFER:**

This Service Plan may be transferred to a subsequent owner. To transfer, contact the Administrator.

**10. ARBITRATION PROVISION:**

**Read the following arbitration provision carefully. It limits certain 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 Consumer 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 or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, 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.

#### 11. **CONSUMER'S PROMISES AND ASSURANCES:**

You promise and assure: (1) full cooperation with the Administrator, technicians and authorized servicers during diagnosis and repair of the Product; (2) accessibility of the Product; (3) a non-threatening and safe environment for on-site repair service; (4) the presence of an adult at the time of scheduled service; (5) that You will provide written notice of any defect or deficiency in service within ninety (90) days of discovery; (6) You have the responsibility to protect the Product from further damage and follow the owner's instruction manual.

#### 12. **WHAT IS NOT COVERED:**

(1) Consequential, incidental or indirect damages arising from any delayed services under this Service Plan or loss of use while under repair at an authorized repair center; (2) consequential damages to accessories as a result of the malfunctioning or damage of an operating part; (3) products still covered under the manufacturer's shortest warranty period; (4) repair or replacement of parts normally designed to be replaced periodically by You during the life of the product as determined by Us; (5) failure to maintain proper quality and quantities of fluids and lubricants; (6) loss or damage resulting from external causes, such as but not limited to damage resulting from a collision with any object, or from fire, flooding, sand, dirt, windstorm, hail, earthquake, or damage from exposure to weather conditions or battery leakage, theft, misuse, or abuse as determined by Us; (7) damage from failure of or improper use of any electrical source, or connection to other products not recommended for interconnection by the manufacturer of the Product covered under this Service Plan; (8) loss or damage resulting from the failure to provide manufacturer's required maintenance; (9) corrosion, damage, warping or rusting of any kind in the housing, case or frame, including any and all plastic, wood or decorative parts; (10) add-on items, accessories, attachments; (11) external wiring and cabling, structural items such as chassis, racks, bins, knobs or handles, appearance items, antennas, electrical sockets, consumables, such as but not limited to batteries including rechargeable and internal batteries that can be changed by You; (12) repair or replacement caused by defects known by You that existed prior to this Service Plan purchase; (13) accidental damage due to an external cause; (14) product(s) used for rental purposes; (15) unauthorized repairs or damage resulting from unauthorized repairs.

#### 13. **STATE DISCLOSURES:**

The following state specific requirements apply if Your Service Plan was purchased in one of the following states and supersede any other provision herein to the contrary:

**AL, AR, CO, CT, DC, GA, IL, IN, KY, MA, ME, MN, MO, NC, NH, NJ, NY, OR, SC, UT, WY Residents only:** **INSURANCE:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, 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.

**AZ, HI, MT, OK, VA, VT Residents only:** **INSURANCE:** The obligations of the Service Plan Provider under this Service Plan are insured under a service contract contractual liability insurance policy. Our 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.

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

**AL, AR, CO, GA, MA, MN, MO, NJ, SC, WY Residents only:** **FREE LOOK PROVISION:** You may return the Service Plan within twenty (20) days of the date the Service Plan was mailed, or within ten (10) days of delivery. If You cancel within twenty (20) days of the date the Service Plan was mailed, or within ten (10) days of delivery and there is no claim, a full refund will be made. We will pay a penalty of ten percent (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.

**AL Residents only:** **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at 1-888-838-3421. You will receive a pro rata refund of the Purchase Price, including the unearned portion of any premium paid for any applicable reimbursement insurance policy. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will

receive a pro rata refund of the Purchase Price, including the unearned portion of any premium paid for any applicable reimbursement insurance policy. 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 of cancellation and the reason for cancellation. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment or material misrepresentation by You relating to the covered property or its use.

**AR Residents only: INSURANCE:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim, including a claim for return of the unearned provider fee, 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. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price, less the actual cost of any service received under the Service Plan. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at **1-888-838-3421**. You will receive a pro rata refund of the Purchase Price less the actual cost of any service received. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will receive a pro rata refund of the Purchase Price less the actual cost of any service received under the 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 of cancellation and the reason for cancellation. If We cancel Your Service Plan, the unearned pro rata refund of the Purchase Price less the actual cost of any service received shall accompany the written notice of cancellation unless cancellation is for nonpayment. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment, material misrepresentation by You, or a substantial breach of duties by You.

**AZ Residents only:** The following is added to the **CANCELLATION** provision: Any reference to "less the actual cost of any service received" is deleted. No service incurred or paid shall be deducted from Your cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Service Plan due to acts or omissions by Us or Our subcontractors for failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Service Plan due to misrepresentation either by Us or any person selling the Service Plan on Our behalf. If We cancel due to fraud and material misrepresentation by You, this may include Your fraudulent or unlawful acts arising out of or relating to this Service Plan or Your use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs. Under **WHAT IS NOT COVERED** provision, item (12) is deleted and replaced with the following: **(12) repair or replacement caused by defects known by You that existed prior to this Service Plan purchase, except if such conditions were either known or should reasonably have been known by Us or any person selling the Service Plan on Our behalf.** The following is added to the **ARBITRATION PROVISION** of Your Service Plan: Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., toll free phone number 800-325-2548.

**CA Residents only:** The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan for any reason, including but not limited to, return the Product or the Product is sold, lost, stolen, or destroyed. You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. If no service has been received under the Service Plan, You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price. If service has been received under the Service Plan, You will receive a pro rata refund of the Purchase Price. You may cancel Your Service Plan after the Initial Cancellation Period by providing written notice to the Service Plan Administrator at P.O. Box 105689, Atlanta, GA 30348-5689 or by calling the Administrator at 1-888-838-3421. You will receive a pro rata refund of the Purchase Price. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will receive a pro rata refund of the Purchase Price. 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 of cancellation and the reason for cancellation. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment, fraud by You, material misrepresentation by You, or a substantial breach of duties by You. The following is added to the **ARBITRATION PROVISION** of Your Service Plan: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

**CO Residents only: CANCELLATION,** the last sentence is deleted and replaced with the following: Prior notice is not required if this Service Plan is canceled for nonpayment of the Service Plan Price, a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

**CT Residents only:** The following is added to the **CANCELLATION** provision: You may cancel this Service Plan for any reason, including but not limited to return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. 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. The terms and conditions and **ARBITRATION PROVISION** of this

Service Plan are amended to include the following: **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 06142-0816, 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. The following is added to **IF YOU NEED SERVICE** provision, **Repair:** If the covered Product is in a repair facility at the time of Service Plan expiration, the expiration date will automatically be extended until the repair is complete.

**DC Residents only: FREE LOOK PROVISION:** You may, within thirty (30) days of receipt, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, the Service Plan will be void and You will be refunded or Your account credited, the full Service Plan Purchase Price. A ten percent (10%) penalty of the Service Plan Purchase Price per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Plan. This provision applies only to the original purchaser of this Service Plan. The last sentence of **CANCELLATION** is deleted and replaced with the following: We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment, material misrepresentation by You, or a substantial breach of duties by You.

**FL Residents only:** The rate charged for the Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. 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 insured resides.

**GA Residents only:** The following is added to the **CANCELLATION** provision: If You cancel after twenty (20) days You will receive a pro rata refund of the Purchase Price, less any claims paid. This Service Plan shall be non-cancelable by the Service Plan Provider or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. The cancellation notice shall be in writing and provided at least thirty (30) days prior to cancellation, stating the reason for cancellation and the effective date. Should any discrepancies arise between the English and Spanish Service Plans in the interpretation of a given issue, the English version will take precedence in all matters. Under **WHAT IS NOT COVERED** provision, item (12) is deleted and replaced with the following: **(12) any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan;**

**HI Residents only: NOTICE:** If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, HI 96813. **FREE LOOK PROVISION:** You may, within twenty (20) calendar days of purchase of the Service Plan, or thirty (30) days from mailing, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made You will be refunded the full Purchase Price. A ten percent (10%) penalty per month 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.

**IN Residents only: NOTICE:** Proof of payment to the Service Plan Seller constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures the Service Plan Provider's obligations. This Service Plan is not insurance and is not subject to Indiana insurance law.

**MD Residents only: FREE LOOK PROVISION:** You may cancel this Service Plan within twenty (20) calendar days of receipt of the Service Plan if mailed, or within twenty (20) days after the date of delivery of this Service Plan if given at time of sale. Upon return of this Service Plan within the applicable time period, if no claim has been made under this Service Plan the Service Plan is void and the Administrator shall refund You the full Purchase 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 this Service Plan. The right to reject and return this Service Plan applies to the original purchaser of this Service Plan. **COVERAGE TERM** is amended to add the following: This Service Plan is extended automatically when We fail to perform the services under this Service Plan. This Service Plan will not terminate until services are provided in accordance with the terms of the Service Plan.

**ME Residents only: FREE LOOK PROVISION:** You may return the Service Plan within twenty (20) days of the date the Service Plan was mailed, or within ten (10) days if delivered at time of sale. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price including any sales tax refund. 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. The last sentence of the **CANCELLATION** provision is deleted and replaced with the following: We reserve the right to cancel this Service Plan at any time in the event of nonpayment by You, fraud by You, material misrepresentation by You, or a substantial breach of duties by You.

**MI Residents only: NOTICE:** 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 Plan shall be extended for the period of the strike or work stoppage.

**MN Residents only:** The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price, less the actual cost of any service received under the Service Plan, You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at **1-888-838-3421**. You will receive a pro rata refund of the Purchase Price less the actual cost of any service received. No cancellation fee applies to this Service Plan. The effective date

of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will receive a pro rata refund of the Purchase Price less the actual cost of any service received under the Service Plan. A cancellation notice stating the reasons and effective date of cancellation will be mailed to Your last known address at least five (5) days prior to cancellation for non-payment, material misrepresentation, or a substantial breach of duties by You, or thirty (30) days prior to cancellation for any other reason. The **ARBITRATION PROVISION** is amended to include the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

**MO Residents only:** The **CANCELLATION** provision in this Service Plan is deleted and replaced with the following: You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at 1-888-838-3421. You will receive a pro rata refund of the Purchase Price. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. If We cancel this Service Plan, You will receive a pro rata refund of the Purchase Price. 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 of cancellation and the reason for cancellation. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment, fraud by You, material misrepresentation by You, or a substantial breach of duties by You.

**NC Residents only:** The **CANCELLATION** provision is amended as follows: This Service Plan shall be non-cancelable by the Service Plan Provider or the Administrator except for nonpayment of premium or direct violation of the Service Plan by You. The purchase of a Service Plan is not required in order to obtain financing for the covered Product.

**NH Residents only: NOTICE:** If You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416. Any and all loss or damage that occur prior to the effective date of this Service Plan will not be covered. The **CANCELLATION** provision is amended as follows: All references to "less the actual cost of any service received" are deleted from this section. Therefore, no paid or pending payment claims will be deducted from any pro rata refund. **ARBITRATION PROVISION** is amended to include the following: Arbitration shall be held at a location selected by Us within the state in which the Service Plan was purchased. Any arbitration proceeding is subject to RSA 542.

**NJ Residents only:** The following is added to the **CANCELLATION** provision: We reserve the right to cancel this Service Plan at any time and will not provide prior written notice in the event of nonpayment of the Price, material misrepresentation or omission by You, or a substantial breach of contractual obligations by You related to the Product or its use.

**NM Residents only: INSURANCE:** This Service Plan is insured by American Bankers Insurance Company of Florida. If the Service Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The **CANCELLATION** provision is amended as follows: We reserve the right to cancel this Service Plan at any time in the event of nonpayment by You, fraud by You, material misrepresentation by You, or a substantial breach of duties by You. **FREE LOOK PROVISION:** You may return the Service Plan within ninety (90) days of delivery. Upon return of the Service Plan within the applicable time period, if no claim has been made under the Service Plan, the Service Plan is void and the Administrator shall refund You the full Purchase Price. If this Service Plan is returned within the first ninety (90) days from date of purchase and a refund is not credited within sixty (60) days after the return, We shall pay a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

**NV Residents only: INSURANCE:** This Service Plan is insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If the Service Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Commissioner of Insurance at the Division's toll free number (888) 872- 3234. The **CANCELLATION** provision is amended by adding the following: If We cancel this Service Plan in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, We will provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address. No Service Plan that has been in effect for at least seventy (70) days may be canceled by the Service Plan Provider or Administrator before the expiration of the agreed term or one (1) year after the effective date of the Service Plan, whichever occurs first except on any of the following grounds: failure by You to pay the Purchase Price; conviction of You for a crime that results in an increase in the service required under the Service Plan; discovery of fraud or material misrepresentation by You in obtaining the Service Plan or in presenting a claim for service; discovery of an act or omission, or violation by You of any condition of the Service Plan which substantially and materially increases the service required under the Service Plan; 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 the Service Plan was issued or sold. No claims or repairs incurred or paid may be deducted from any refund. The following provision is added: **FREE LOOK PROVISION:** You may return the Service Plan within twenty (20) days of the date the Service Plan was mailed, or within ten (10) days of delivery. If You cancel within twenty (20) days of the date the Service Plan was mailed, or within

ten (10) days of delivery and there is no claim, a full refund will be made. If a refund is not paid or credited within forty-five (45) days after return of the Service Plan to Us, We will pay a penalty of ten percent (10%) of the Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser of the Service Plan and is not transferable. The following provision is added to the Service Plan: **Emergency Repairs (HVAC and Water Heaters):** If You have an emergency which involves the loss of heating or cooling to Your covered Product and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty-four (24) hours after the report of Your claim and will be completed as soon as reasonably practicable thereafter. If We determine that the repairs cannot be practicably completed within three (3) calendar days after the report of the claim, We will provide a status report to You at Your last known address and the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim.

**NY Residents only: FREE LOOK PROVISION:** You may return the Service Plan within ninety (90) days of delivery. Upon return of the Service Plan within the applicable time period, if no claim has been made under the Service Plan, the Service Plan is void and the Administrator shall refund You the full Purchase 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 return of the Service Plan. The right to reject and return this Service Plan applies to the original purchaser of this Service Plan. The **CANCELLATION** provision is amended to add the following: Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by You relating to the covered product or its use.

**OH Residents only: INSURANCE:** 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.

**OK Residents only:** Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Under **DEFINITIONS, Service Plan Provider/We/Us/Our** is amended by adding the following: Oklahoma license number for Assurant Service Protection, Inc. is 44199246. The **CANCELLATION** provision in this Service Plan is deleted and replaced with the following: In the event the Service Plan is canceled by You within the Initial Cancellation Period, and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at **1-888-838-3421**. If You cancel the Service Plan after the Initial Cancellation Period, or have made a claim within the Initial Cancellation Period, the refund will be one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. In the event the Service Plan is canceled by Us, the refund will be based upon one hundred percent (100%) of unearned pro rata premium, less the actual cost of any service provided under the 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 of cancellation and the reason for cancellation. We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of nonpayment by You, fraud by You, material misrepresentation by You, or a substantial breach of duties by You. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. The **ARBITRATION PROVISION** is deleted and replaced with the following: **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 Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879, or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, 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 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.

**SC Residents only: NOTICE:** If the Service Plan Provider does not timely resolve matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. All references to cash refunds are deleted.

**TX Residents only:** The Administrator's Registration Number for Federal Warranty Service Corporation is 269. **INSURANCE:** The 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. In the event any covered service is not provided to You by Us before the sixty-first (61<sup>st</sup>) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Service Plan is canceled; You may apply directly to

American Bankers Insurance Company of Florida. **FREE LOOK PROVISION:** You may, within thirty (30) calendar days of mailing of the Service Plan 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 Purchase Price, A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after the return of the Service Plan to Us. This provision applies only to the original purchaser of the Service Plan and is not transferable. **NOTICE:** If You have complaints or questions regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-512-463-6599 or 1-800-803-9202 (within Texas only).

**UT Residents only: NOTICE:** 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 **CANCELLATION** provision is amended as follows: We may cancel Your Service Plan after the Initial Cancellation Period by mailing You a written notice at least ninety (90) days prior to the effective date of cancellation due to any of the following reasons: nonpayment of the Service Plan Purchase Price; material misrepresentation; 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 substantial breach of contractual duties, conditions, or warranties.

**VT Residents only: FREE LOOK PROVISION:** You may return the Service Plan within twenty (20) calendar days of receipt of the Service Plan. If no claim has been made under the Service Plan, the Service Plan Administrator shall refund You the full Price. The right to return this Service Plan within twenty (20) days applies to the original purchaser of this Service Plan.

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

**WA Residents only: FREE LOOK PROVISION:** You may, within twenty (20) calendar days of receipt of the Service Plan, reject and return the Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made under the Service Plan, the Service Plan is void and the Provider shall refund You the full Provider Fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the Service Plan. The right to reject and return this Service Plan is non-transferable and applies to the original purchaser of this Service Plan. The following is added to the **ARBITRATION PROVISION** of Your Service Plan: 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. **INSURANCE:** Obligations under this Service Plan are backed by the full faith and credit of the Service Plan Provider.

**WI Residents only: INSURANCE DISCLAIMER:** This Service Plan is not a contract of insurance. This is a Service Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. INSURANCE:** Obligations of the Provider under this Service Plan are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under the Service Plan within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. For reimbursement, payment, or provision of service, please call 1-800-852-2244 for instructions. **FREE LOOK PROVISION:** 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, the Service Plan is void and You will receive a full refund. 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 within the applicable time period. The right to void this Service Plan is not transferable and applies only to the original purchaser. **CANCELLATION** is deleted and replaced with the following: In the event of a total loss of property covered by this Service Plan that is not covered by a replacement of the property pursuant to the terms of the Service Plan, You shall be entitled to cancel the Service Plan and receive a pro rata refund of any unearned Purchase Price, less the actual cost of any service received under the Service Plan. You may cancel Your Service Plan within the Initial Cancellation Period by returning the Service Plan to the Service Plan Seller that sold You the Service Plan. You will receive a full refund in the amount of one hundred percent (100%) of the Purchase Price, less the actual cost of any service received under the Service Plan. You may cancel Your Service Plan after the Initial Cancellation Period by calling the Administrator at 1-888-838-3421. You will receive a pro rata refund of the Purchase Price less the actual cost of any service received. No cancellation fee applies to this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. We may cancel this Service Plan only in the event of nonpayment of the Purchase Price by You, material misrepresentation by You or substantial breach of duties by You related to the covered Product or its use. If We cancel for a reason other than nonpayment of the Purchase Price by You, We will refund You one hundred percent (100%) of the unearned pro rata Purchase Price, less the actual cost of any service received under the Service Plan. You will be provided with a written notice at least five (5) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. The following is added to **WHAT IS COVERED, Repair:** You will be made whole before We retain any amounts that may be recovered.