

## Property Protection SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is issued to You and includes the terms and conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Coverage Confirmation. This Service Contract covers the Product(s) described on Your proof of coverage, or if applicable, Your receipt, other enrollment documentation, or Your Product Profile (“Coverage Confirmation”). We may require You to provide these documents prior to Your service event.

**COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR PRODUCT SELLER’S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR PRODUCT SELLER FOR BREAKDOWN ISSUES. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR PRODUCT DURING THIS WARRANTY TIMEFRAME.**

### DEFINITIONS

**Administrator** means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is Reeds Jewelers, Inc. in all states. The address and phone number is 2525 S. 17<sup>th</sup> Street Wilmington, NC 28401, 1-844-733-3740.

**Breakdown** means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure or other defect in materials and workmanship that is outside of the manufacturer’s warranty period, We will arrange to service the Product with the necessary parts and/or labor as outlined in this Service Contract. Breakdown applies to maintaining the fit and finish of the Product as designed by the manufacturer, including normal wear and tear to the Product. These may include broken, worn, or bent prongs; kinked chains and broken clasps; stretched or broken pearl strands, earring backs or broken posts; cracks, chips, or scratches to diamonds or gemstones; and loss of diamonds and gemstones from jewelry settings. In addition, this Plan provides:

1. **Watch Care Plan** – product refurbishment once annually during the Plan term. The refurbishment will include buffing light scratches to the band, case and buckle, polishing and, when possible, re-plating the case and band. This Plan covers breakdown due to watch crystal cracks or scratches, watch crowns, watch stems, and bands or bracelets.
2. **Jewelry Care Plan** - the replacement of diamonds and other gemstones purchased with the jewelry due to a defect in the setting. This Plan also covers polishing and replacement of worn finishes.
3. **Lifetime Jewelry Care Plan** – includes all of the benefits of the Jewelry Care Plan plus the following.
  - a. **Earrings:** This Plan includes a one-time “swap out” of standard earring posts with screw back posts.

- b. **Necklaces and Bracelets (metal only):** This Plan includes a one-time chain shortening.
- c. **Rings:** This Plan includes ring sizing. Any ring sizing that will damage the integrity of the piece will not be performed.

**Coverage Type** means the package of services and coverages provided under this Service Contract as listed on Your Coverage Confirmation. The Coverage Type You select at enrollment determines the coverages available under this Service Contract.

**Damage** means during the Service Contract term, if You submit a valid claim on a Product notifying Us of a failure due to accidental damage from handling, We will arrange to service the Product.

Refer to Your Coverage Confirmation to see if Damage is included in Your Coverage Type and available for Your Product type.

**Lessor** means the initial Product(s) and plan owner when there is a lease to own arrangement (“LTO”) with You. Depending upon the terms of the LTO arrangement, the Lessor may be the beneficiary of certain replacement or settlement benefits under the Plan until You fulfill Your obligations under the LTO and the plan ownership transfers to You. As such, during the LTO term, the Lessor also may cancel this Service Contract based on the LTO agreement.

**Power Surge:** means a Product failure resulting from a voltage oversupply. For consumer electronics, claimed Products must be connected to a surge protector approved by the Underwriter’s Laboratory, Inc. at the time of loss. Power Surge does not include damages resulting from the improper installation or improper connection of the Product to a power source. Refer to Your Coverage Confirmation to see if Power Surge is included in Your Coverage Type and available for Your property type.

**Product Profile (if applicable)** means the personal user account You create with Us to register and manage Your Product(s) and view Your coverage details (including the Product(s), Coverage Type, coverage term, price, applicable Service Fee (if any), and other applicable coverage information.

**Products(s)** means Your eligible jewelry listed on Your Coverage Confirmation. In addition, at Our discretion, coverage may extend to any replacement property provided by the Product Seller, the manufacturer, or by Us.

**Provider** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is

Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-708-2094.

**Seller** is the entity that made available this Service Contract as listed on Your Coverage Confirmation.

**We/Us/Our** means the Provider, the Administrator, or our third party authorized servicers.

**You/Your** means the Product(s) owner or lessee under this Service Contract.

## WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins immediately when You purchase this Plan at the same time You purchase Your eligible jewelry. If you purchase Your Plan after You purchase Your eligible jewelry, the jewelry must pass an inspection prior to enrollment.

We reserve the right to deny coverage for any property that You do not register or that We do not approve as Product. In addition, We may disapprove enrollment in this Service Contract for any reason.

Should We disapprove coverage, We will notify You within thirty (30) days of Your enrollment or Product registration and refund any applicable price collected.

Your coverage start date, Coverage Type, term, end date, price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

For those who purchase a renewable term option (when offered), this Service Contract is continuous until either cancelled or not renewed by either You or Us.

## WHAT IS COVERED

In exchange for the price paid, this Service Contract covers one or more the following benefits as determined by Your Coverage Type:

**Breakdown and Damage:** If during the Service Contract term, You submit a valid claim on a Product to notify Us of a Breakdown or Damage, We will arrange to repair or replace the claimed Product.

In addition, during the Service Contract term, We may provide You with other services specific to Your Product(s). These limited benefits may include (but are not limited to) support, content backup and security services, claims management tools, alternative servicing and upgrade options, rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.

## WHAT IS NOT COVERED

We will not provide service to a Product with failure or damage that results from:

1. **Breakdown or damage caused by improper installation, the use of improper cleaning**

**methods or products (outside of the manufacturer's recommendation), or relocating a non-portable Product from one location to another.**

2. **Breakdown or damage caused by**
  - a. **misuse, reckless, excessive or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;**
  - b. **exposure to environmental or weather conditions outside of the manufacturer's guidelines;**
  - c. **rust or corrosion;**
  - d. **acts of God, or other external causes such as fire, except as described in What Is Covered;**
  - e. **an improper electrical/power supply;**
  - f. **leaking Product battery (or any other leaking substance on or within the Product);**
  - g. **service performed by anyone not authorized by the manufacturer or Us or any unauthorized alterations; or**
  - h. **any other force majeure or event originating from outside the Product.**
3. **Operating the Product outside the permitted or intended use as described by the manufacturer. A Product with an altered, defaced, or removed serial number. Or, a Product modified to alter its functionality or capability without the manufacturer's written permission.**
4. **A Product that was lost, stolen or damaged (when Damage is not part of Your Coverage Type).**
5. **A Product that is not returned to Us in its entirety.**
6. **Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily oils, perspiration, bodily fluids or functions).**
7. **Cosmetic damage (unless specified in What is Covered), including but not limited to scratches, dents, or housing cracks that do not otherwise affect the functionality of a Product.**
8. **Damage caused by normal wear and tear or which is otherwise due to the Product's normal aging (unless specified under Breakdown).**
9. **Pre-existing conditions known by You that occurred prior to the coverage start date or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.**

10. No problem found diagnosis or issues that could be resolved with a software upgrade.
11. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.
12. Any liability for damage arising from delays or any indirect, consequential, or incidental damages due to a claim event. This includes but is not limited to loss of use, loss of business, or down time from delays in repair.
13. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.
14. Any other act or result not described in What Is Covered.
15. For jewelry (in addition to the items above):
  - a. Inherent design defect, natural flaws in the materials, precious or semi-precious stones, or gems.
  - b. Introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure stones.
  - c. Loss or damage to primary diamonds or other precious or semiprecious stones or gemstones (unless specified in What is Covered).
  - d. Unauthorized alterations to the Product or any engraving.

Product's serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Product, any error messages displayed, the actions which were taken before the Product experienced the issue and the steps taken to resolve the issue.

5. Pay any applicable Service Fee as described below. We will deny the service event if You fail to pay any applicable Service Fee or fail to provide information relating to the service request when asked.
6. Follow the instructions We give You, including but not limited to unlocking Your Product, turning off location features, resetting the Product to factory settings, removing Your data/registration from the Product, refraining from sending accessories that are not subject to service, and packing the Product according to the shipping instructions (when applicable to Your Product type).
7. When receiving onsite service, make sure the Product is accessible in an unobstructed and safe location within reach of an appropriate manufacturer-specified wall outlet. An adult of legal age must be present at time of service.
8. Do not open a Product as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on a Product.
9. Protect the Product from damage and perform any routine care and preventative maintenance as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

## YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data (as applicable) that resides on Your Product(s). DURING A SERVICE EVENT, WE MAY DELETE THE PRODUCT CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Update software (as applicable) to currently published releases prior to seeking service.
3. As part of a service event, provide a detailed description about where and when the issue occurred as well as the symptoms and causes of the issues with the Product. In addition, We will need to know of any actions taken to resolve the issue prior to calling Us.
4. Respond to Our requests for information, including but not limited to the Product ownership, the

## HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within thirty (30) days of the date of the Product(s)' Breakdown.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

**To arrange for service, visit the Seller, contact Us at [service@reeds.com](mailto:service@reeds.com) or call 1-844-733-3740.** We will assist You to determine the issue with the Product. To the extent that We confirm a service event, We will process Your claim and arrange for service based the services available for Your Product type, Coverage Type, and applicable services.

We will use new or refurbished parts (when We provide the repair parts) or replacements for any hardware benefit under this Service Contract that are like kind and quality in performance and reliability.

## SERVICE OPTIONS

We will setup service with an authorized servicer determined by Us based on the service available at Your location, for Your Product type, as well as the service that You purchased. Our repair options include:

1. If We determine that the Product requires in-home/on-site service, We will repair Your Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from Our repair center.
2. If the Product qualifies for carry-in service, We either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with You to take the Product for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your Product to /from the repair center and assume any corresponding cost.
3. If We determine that the Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Product to You.
4. Depending on the claimed Product and the Coverage Type, We also may provide to You repair advice, products to aid in stain removal, and/or individual parts to replace broken parts.

If the manufacturer's warranty covers the replacement part but not labor at the time of Breakdown, this Service Contract will provide the applicable labor to repair the Product.

Should We choose to replace Your claimed Product because either We are unable to repair it, the repair cost exceeds the current retail replacement value of the Product, or Your Service Contract is a product replacement plan, We, at Our option, will either:

1. Replace the Product with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement will not exceed the Maximum Coverage Per Claim (specified below).
2. Issue a cash credit equal to the value of the replacement product, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed Product or may be used by You toward the purchase of any eligible replacement of Your choice or used to upgrade to another product.

3. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

When You receive either the replacement, cash credit, or settlement, the damaged/unreparable Product becomes Our property should We choose to take possession of it at Our sole discretion.

You may be responsible for transporting the claimed Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and the Product's eligibility to receive a particular method of service.

We cannot guarantee that any service or replacement will result in an exact match (such as make/model, materials, or color matches) to the claimed Product. This may be due to availability of devices or differences in dye lots, natural grains, external conditions, or other similar reasons. If We choose to service a Product that is part of a set, We will repair or replace only the piece that is broken or damaged.

## LIMITS OF LIABILITY

Your Maximum Coverage Per Claim is the price you paid for the Product, including sales tax as indicated on Your Product's sales receipt.

In addition, the following limits apply:

The total liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement settlement for repairs or replacement authorized by us in advance of such repairs or replacement; or (4) the price that you paid for the product, including sales taxes. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, including sales taxes; or (c) the total of all authorized repairs up to the original purchase price of the single product, including sales taxes.

Should the aggregate amount in repairs or replacement claims (including settlement) equal the aggregate claim limit, no further repairs or replacements will be provided. Such repair or replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

## Service Fee

You will be assessed a non-refundable Service Fee plus applicable sales tax each time a claimed event is fulfilled.

There is no Service Fee for any Breakdown repair or replacement events under this Service Contract.

## TERRITORY

The service options and Service Fees listed above for Product services are available for claim events within the United States. Claim events that occur outside the United States or its

territories must be reported and processed in the United States.

### **INELIGIBLE FOR COVERAGE**

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.

Your property either not registered with Us or approved for coverage by Us as outlined under Product(s) and When Coverage Begins, or property not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

### **CANCELLATION**

Either You or the Lessor (if applicable) may cancel this Service Contract at any time for any reason by contacting **1-844-733-3740**.

If You cancel, do not renew Your account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund. If You cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for any unearned pro rata price paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less). For month-to-month coverage, cancellation may occur upon request at the end of the billing cycle period.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the price; (2) fraud or material misrepresentation; or (3) breach of duties by You. If We cancel due to fraud, material misrepresentation or a breach of duties by You, We will provide written notice, with the cancellation date and the reason for cancellation, at the last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata price less any claims paid.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

### **RENEWAL**

For those who purchase a renewable term option, We have the right to non-renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not

obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the price and Service Fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.

### **TRANSFER**

This Service Contract is transferable to another individual or entity. If You wish to transfer this Service Contract coverage on the Product(s) to another individual or entity, please contact the Administrator to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Service Contract cease and the designated individual or entity assumes all remaining benefits and obligations.

### **CHANGES**

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If We adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

### **OTHER CONDITIONS**

1. If You provide Your mobile number or email address to Us or the Seller, We may electronically deliver all notices, documents and communications related to this Service Contract to Your through these channels. You may opt out of electronic communications at any time.
2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.

### **ARBITRATION**

**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 Contract 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.

## Property Protection

### ALABAMA STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

No claims paid will be deducted from any refund regardless of who initiates the cancellation.

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### ARKANSAS STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

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## ARIZONA STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689.

The **WHAT IS NOT COVERED** provision, item (9) is deleted and replaced with the following: (9) Repair or replacement caused by defects known by You that existed prior to this Service Contract purchase, except if such conditions were either known or should reasonably have been known by Us or any person selling the Service Contract on Our behalf and/or labor for defects that are subject to a manufacturer's warranty or recall.

The **CANCELLATION** provision is amended by adding the following:

We will not cancel or void this Service Contract 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 Contract due to misrepresentation either by Us or any person selling the Service Contract on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include Your fraudulent or unlawful acts arising out of or relating to this Service Contract 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.

The **ARBITRATION** provision is amended by adding the following:

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.

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## COLORADO STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Prior notice is not required if this Service Contract is canceled for nonpayment of the Service Contract price, a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

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## CONNECTICUT STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**RESOLUTION OF DISPUTES:** If You purchased this Service Contract in Connecticut and a dispute arises between You and the Provider, You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Product and cost of repair, and include a copy of this Service Contract.

The **HOW TO OBTAIN SERVICE AND SUPPORT** provision is amended by adding the following: If Your term of coverage is less than one (1) year, Your Service Contract will be automatically extended by the duration that the Product is withheld from You while being repaired.

The **CANCELLATION** provision is amended by adding the following: You may cancel this Service Contract for any reason, including but not limited to return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

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## DISTRICT OF COLUMBIA STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within thirty (30) days of receipt. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Prior written notice is not required if the reason for cancellation is nonpayment of the Service contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered Product or its use.

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## FLORIDA STATE DISCLOSURE

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

**REGULATION:** The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

The **ARBITRATION** provision is amended by adding the following:

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.

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## GEORGIA STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**NOTICE:** Should any discrepancies arise between the English and Spanish Service Contracts in the interpretation of a given issue, the English version will take precedence in all matters.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

If You cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for any unearned pro rata price paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the unearned pro rata Service Contract price or twenty-five dollars (\$25) whichever is less).

We may cancel this Service Contract at any time only for fraud, material misrepresentation by You in obtaining this Service Contract or for nonpayment by You. We will provide You with written notice at least thirty (30) days prior to the effective date of cancellation.

The **ARBITRATION** provision is deleted. It is not applicable to You.

EPP20034I-0921

## HAWAII STATE DISCLOSURE

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

**INSURANCE:** Obligations of the Provider under this Service Contract are insured under a service contract contractual liability insurance policy issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689.

**FREE LOOK:** You may cancel this Service Contract within thirty (30) days of the date the Service Contract was mailed or within twenty (20) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

EPP20035I-0921

## ILLINOIS STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

EPP20036I-0921

## INDIANA STATE DISCLOSURE

**The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provision to the contrary:**

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**NOTICE:** Proof of payment to the Seller that sold You this Service Contract constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

EPP20037I-0921

## KENTUCKY STATE DISCLOSURE

**The following state specific requirement is added to and become part of Your Service Contract and supersedes any other provision to the contrary:**

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

EPP20038I-0921

## MASSACHUSETTS STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

EPP20040I-0921

## MARYLAND STATE DISCLOSURE

**The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provision to the contrary:**

The **WHEN COVERAGE BEGINS AND ENDS** provision is amended by adding the following: This Service Contract is extended automatically when We fail to perform the services under this Service Contract. This Service Contract will not terminate until services are provided in accordance with the terms of the Service Contract.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within twenty (20) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

EPP20041I-0921

## MAINE STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

EPP20042I-0921

## MICHIGAN STATE DISCLOSURE

**The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provision to the contrary:**

The **WHEN COVERAGE BEGINS AND ENDS** provision is amended by adding the following: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

EPP20043I-0921

## MINNESOTA STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **ARBITRATION** provision is amended by adding 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.

EPP20044I-0921

## MISSOURI STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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 may be submitted to American Bankers Insurance Company of Florida at the following address: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by deleting all references to "less any claims paid."

EPP20045I-0921

## MONTANA STATE DISCLOSURE

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

**INSURANCE:** The obligations of the Service Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689.

EPP20002I-0921

## NORTH CAROLINA STATE DISCLOSURE

The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provision to the contrary:

**REGULATION:** The purchase of this Service Contract is not required in order to obtain financing.

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

The **CANCELLATION** provision is amended by adding the following:

We can cancel this Service Contract at any time only in the event of nonpayment of the price or a direct violation of the Service Contract by You.

EPP20003I-0921

## NEW HAMPSHIRE STATE DISCLOSURE

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

**REGULATION:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

The **WHAT IS NOT COVERED** provision is amended by adding the following:

**Any and all loss or damage that occur prior to the effective date of this Service Contract will not be covered.**

The **CANCELLATION** provision is amended as follows:

All references to "less any claims paid" are deleted from this section. Therefore, no paid or pending payment claims will be deducted from any pro-rata refund.

The **ARBITRATION** provision is amended by adding the following:

Any arbitration proceeding is subject to RSA 542.

EPP20009I-1022

## NEW JERSEY STATE DISCLOSURE

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

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Written notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation or omission, or omission, or a substantial breach of Your contractual obligations relating to the Product or its use.

EPP20010I-0921

## NEW MEXICO STATE DISCLOSURE

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

**REGULATION:** The purchase of this Service Contract is not required as a condition for the approval of a loan or the purchasing of property.

**INSURANCE:** This Service Contract is insured by American Bankers Insurance Company of Florida. If the Service Contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit your Claim to American Bankers Insurance Company of Florida at P.O. Box 105689, Atlanta, GA 30348-5689, 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.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. A ten percent (10%) penalty for each thirty (30) day period or portion thereof, and any accrued penalties, shall be added to a refund that is not paid or credited within sixty (60) days after this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

We may not cancel this Service Contract once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one (1) year after the effective date of the Service Contract, whichever occurs first, except for the following conditions: failure to pay the Service Contract price; You are convicted of a crime which results in an increase in the service required under the Service Contract; fraud or material misrepresentation by You in purchasing the Service Contract or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Contract by You which substantially and materially increases the service required under the Service Contract. If We cancel, You will receive a refund for any unearned pro rata price paid, less any claims paid.

EPP20011I-0921

## NEVADA STATE DISCLOSURE

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

**REGULATION:** The purchase of the Service Contract is not required in order to purchase goods or to obtain financing.

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If You have an emergency which involves the loss of heating or cooling, plumbing, substantial loss of electrical service, 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](mailto:pcinsinfo@doi.nv.gov) no later than three (3) calendar days after the report of the claim.

The **WHEN COVERAGE BEGINS AND ENDS** provision is amended as follows:

The **WHAT IS NOT COVERED** provision is amended by adding the following:

This Service Contract will not cover any unauthorized or non-manufacturer recommended modifications to the Product, or Any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Service Contract will continue to provide any applicable coverage that is not related to the

unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Service Contract.

The **HOW TO OBTAIN SERVICE AND SUPPORT** provision is amended by adding the following:

If You are not satisfied with the manner in which We are handling the claim on Your Service Contract, You may contact the Commissioner by calling the toll-free number, (888) 872-3234.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. A ten percent (10%) penalty for each thirty (30) day period or portion thereof, and any accrued penalties, shall be added to a refund that is not paid or credited within forty-five (45) days after this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

All reference to an administrative fee is deleted and replaced with cancellation fee.

We may not cancel this Service Contract once it has been in effect for seventy (70) days, except for the following conditions: failure by You to pay the Service Contract price; You are convicted of a crime which results in an increase in the service required under the Service Contract; fraud or material misrepresentation by You in purchasing the Service Contract or in the presentation of a claim; the discovery of an act or omission, or a violation of any condition of the Service Contract by You which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the service required under the Service Contract which occurs after the purchase of the Service Contract and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel, You will receive a refund for any unearned pro rata price paid. No claims paid will be deducted from any refund.

EPP20012I-0921

## NEW YORK STATE DISCLOSURE

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

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Written notice is not required if this Service Contract is cancelled for nonpayment of the Service Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered Product or its use.

EPP20013I-0921

## OHIO STATE DISCLOSURE

**The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provision to the contrary:**

**INSURANCE:** The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689, 800-852-2244. If We fail to perform or make payment due under the terms of the Service Contract 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 Contract in which We must refund You upon cancellation of the Service Contract.

EPP20014I-0921

## OKLAHOMA STATE DISCLOSURE

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

The **DEFINITIONS** section, **Provider** is amended to include (Oklahoma License Number 44199246).

**REGULATION:** Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**INSURANCE:** The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida at P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-852-2244.

The **CANCELLATION** provision is amended by adding the following:

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. If you cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for (100%) of the unearned pro rata premium paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less). For month-to-month coverage, cancellation may occur upon request at the end of the billing cycle period.

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 Contract shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Contract 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.

EPP20046I-0921

## OREGON STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract 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.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

The **ARBITRATION** provision is deleted. It is not applicable to You.

EPP20016I-0921

## SOUTH CAROLINA STATE DISCLOSURE

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

**NOTICE:** In the event of a dispute with the Provider of this Service Contract, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

**REGULATION:** All references to cash settlement are deleted.

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Prior notice is not required if this Service Contract is canceled for nonpayment of the Service Contract price, a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

EPP20019I-0921

## TEXAS STATE DISCLOSURE

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

Under **DEFINITIONS, Administrator**, is amended to add the following:

The Registration Number for Federal Warranty Service Corporation is 269.

**NOTICE:** If You have complaints or questions regarding this Service Contract, 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 purchase of a Service Contract is not required in order to purchase or obtain financing for the covered Product.

**INSURANCE:** The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689. In the event any covered service is provided to You before the sixty-first (61<sup>st</sup>) day after the proof of loss has been filed, or a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Service Contract is cancelled; You may apply directly to American Bankers Insurance Company of Florida.

The **CANCELLATION** provision is amended by adding the following:

You may cancel this Service Contract before the thirty-first (31<sup>st</sup>) day of purchase. If the Service Contract is cancelled within the applicable time period, You will be refunded the full Service Contract price, less any claims paid. If You cancel this Service Contract on or after the thirty-first (31<sup>st</sup>) day of purchase, You will be refunded the unearned pro rata price paid, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-six (46) days after this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, and is not transferable.

Prior notice is not required if this Service Contract is canceled for nonpayment of the Service Contract price, fraud or a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

EPP20022I-0921

## UTAH STATE DISCLOSURE

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

**REGULATION:** Coverage afforded under this Service Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

The **CANCELLATION** provision is amended by adding the following:

We may cancel this Service Contract within the first sixty (60) days for any reason or after sixty (60) days for any of the following reasons: 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 Contract; or substantial breach of contractual duties, conditions, or warranties. We will provide written notice to Your last known mailing or electronic address (depending on Your chosen form of communication), stating the effective date and reason for cancellation, at least ten (10) days prior to cancellation for nonpayment of the Service Contract purchase price, and thirty (30) days prior to cancellation for material misrepresentation, substantial change in risk, or substantial breach of contractual duties, conditions or warranties. We will refund the unearned pro-rata price less any claims paid.

The **ARBITRATION** provision is deleted. It is not applicable to You.

EPP20023I-0921

## VIRGINIA STATE DISCLOSURE

**The following state specific requirement is added to and become part of Your Service Contract and supersedes any other provisions to the contrary:**

**REGULATION:** If any promise made in the Service Contract has been denied or has not been honored within sixty (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.

**INSURANCE:** The obligations of the Service Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689.

EPP20024I-0921

## VERMONT STATE DISCLOSURE

**The following state specific requirement is added to and becomes part of Your Service Contract and supersedes any other provisions to the contrary:**

**INSURANCE:** The obligations of the Service Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of receipt and if no claim has been made, You will be refunded the full Service Contract purchase price. This provision applies only to the original purchaser.

EPP20025I-0921

## WASHINGTON STATE DISCLOSURE

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

**INSURANCE:** The obligations under this Service Contract are backed by the full faith and credit of the Service Contract Provider.

**EMERGENCY REPAIRS:** If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **ARBITRATION** provision is amended by adding the following:

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 Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

EPP20026I-0921

## **WISCONSIN STATE DISCLOSURE**

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

**REGULATION: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The reference to this Service Contract being interpreted and understood within the meaning of a "service contract" in Public Law is deleted and replaced as follows:

**THIS SERVICE CONTRACT IS NOT A CONTRACT OF INSURANCE. This is a 'service contract' as regulated under Wisconsin Law and as referenced in the Federal Public Law 93-637.**

**INSURANCE:** Obligations of the Provider under this Service Contract are insured under a Service Contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, P.O. Box 105689, Atlanta, GA 30348-5689. If We do not provide, or reimburse or pay for, a service that is covered under a service contract 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, P.O. Box 105689, Atlanta, GA 30348-5689. For reimbursement, payment, or provision of service, please call 1-866-306-6694 for instructions.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is deleted and replaced with the following:

Either You or the Lessor (if applicable) may cancel this Service Contract at any time for any reason by contacting 1-844-733-3740.

If You cancel, do not renew Your account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund. If You cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for any unearned pro rata price paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less). For month-to-month coverage, cancellation may occur upon request at the end of the billing cycle period.

We can cancel this Service Contract at any time in the event of nonpayment of the Service Contract purchase price, material misrepresentation or substantial breach of duties by You related to the covered Product or its use. If We cancel, We will provide written notice with the cancellation date and the reason for cancellation, at the last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days prior to cancellation for material misrepresentation or substantial breach of duties by You related to the covered Product or its use and at least five (5) days prior to cancellation for nonpayment of the Service Contract purchase price. We will refund the unearned pro-rata price less any claims paid.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

The **ARBITRATION** provision is deleted. It is not applicable to You.

EPP20027I-0921

## WYOMING STATE DISCLOSURE

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

**INSURANCE:** The obligations of the Service Contract 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: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may cancel this Service Contract within twenty (20) days of the date the Service Contract was mailed or within ten (10) days of delivery. If the Service Contract is cancelled within the applicable time period and no claim has been made, the Service Contract is void and You will receive a full refund for this Service Contract. 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 this Service Contract is cancelled. This provision applies only to the original purchaser of the Service Contract, is not transferable and only if a claim has not been made under the Service Contract prior to cancellation.

The **CANCELLATION** provision is amended by adding the following:

Prior notice is not required if this Service Contract is canceled for nonpayment of the Service Contract price, a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

The **ARBITRATION** provision is deleted. It is not applicable to You.

EPP20029I-0921