

**TERMS AND CONDITIONS  
ALL PRODUCTS PROTECTION PLAN**

**Plan Administrator:**  
**SAFEWARE**  
**5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(800) 800-6132**  
**[www.safeware.com](http://www.safeware.com)**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a legal contract. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the POP to determine the term of this Plan.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or Selling Retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017, Attn: ESP Administration or call (800)-800-6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Plan expiration date.

**NOTICE:** (1) THE SELLING RETAILER MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "Provider", "Obligor", "We", "Us" and "Our" mean the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206.;
- (2) "Administrator" and "SAFEWARE", mean Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800-1492.;
- (3) "Deductible" means the amount You are required to pay for covered repairs and replacements;
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of Your Product;
- (5) "Plan" means the terms, conditions, limitations, exceptions and exclusions, including Your Product Proof of Purchase;
- (6) "Product" means the item(s) shown on the POP, which You purchased and which is covered by this Plan;
- (7) "Proof of Purchase" and "POP" mean the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
- (8) "Selling Retailer" means the entity selling the Product and this Plan;
- (9) "You" and "Your" refer to the purchaser of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred.

## **WHAT IS COVERED**

**REPLACEMENT PLAN:** We will replace Your Product, when required, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Product will be replaced with a product of like kind or quality or a check will be sent payable to You, equal to the purchase price of the Product, excluding sales tax and shipping and handling. The Product must fail during normal usage. Administrator has the sole discretion to replace the Product with a like, kind, or quality product.

**REPAIR PLAN:** Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts in repairing Your Product. If the Product cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the Product will be replaced as determined by Us with a product of similar features. The replacement Product will be ordered for You, through the Selling Retailer. You are responsible for any shipping costs to You for the replacement Product. If We have offered to repair or replace the item originally purchased or provide a substitute item of like kind and quality at Our option and You refuse to accept such offer, You will be given a refund of the purchase price You paid for this Plan, less any claim payments previously made to You under this Plan in lieu of repair or replacement of Your item, and Your Plan will then immediately terminate.

**For Appliances, Electronics and Computers:** We will repair or replace the Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. If food loss occurs as a direct result of a mechanical or electrical defect of a covered refrigerator or freezer, We will pay You a one-time reimbursement up to \$200. Food loss is non-cumulative and must be verified by a qualified servicer. If Your Product is a washer or dryer and a covered mechanical or electrical Failure occurs, We will pay You a one-time laundry credit up to \$25 if We are not able to repair or replace Your Product within seven (7) days from the date You report the failure to Us. Additional We will pay You a one-time second laundry credit up to \$25 if We are not able to repair or replace Your Product within fourteen (14) days from the date You report the failure to US. The laundry credit is non-cumulative and must be verified by receipts. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this Plan when required due to a covered breakdown. You are responsible to backup all computer software and data prior to commencement of repair.

If Your Product is an electronic or computer, and You purchased a Plan with Accidental Damage from Handling ("ADH") as stated on Your POP, this Plan will provide coverage for ADH. ADH Coverage augments Your Plan by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

**For Above Ground Pools:** We will only cover the following defects to Your Product: (A) Pump and filtration system due to electrical or mechanical failure under normal use; (B) Seam separation of pool liner due to a manufacturer defect; and (C) Breaking, bending or warping of pool frame, wall and ladder due to a manufacturer defect.

**For Jewelry:** We will furnish the parts and labor necessary to repair or replace Your Product only in the event of mechanical breakdown or defects in workmanship and/or materials, including normal wear and tear. We will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets;

broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. We will cover mechanical failure of watches, including accidental breakage of stem or band, case and crystal.

**For Lawn & Garden Equipment and Power Tools:** During the Term of this Plan Your Product will be restored to normal operating condition after it has failed during normal single-family household use, including failures due to normal wear and tear. The Plan covers the cost of all labor and parts necessary to repair Your Product for problems due to functional part failures. **During the first 18 months** of this Plan We will provide a one-time equipment rental reimbursement of \$50 in the event Your Product cannot be repaired within 4 weeks after taking it to a designated service center (rental must be for same equipment as Product), and a one-time accidental damage reimbursement to the drive/propeller shaft up to \$75; power surge protection.

**For Fitness Equipment & Other Sporting Goods:** If you purchased a **Residential Coverage Plan** or **Commercial Coverage Plan** as indicated on the Proof of Purchase, Your invoice or sales receipt, We will repair or replace Your Product for mechanical and electrical failures, including power surge, that occur during normal use and operation in accordance with the manufacturer's written specifications. Residential Coverage Plans only cover residential use of Your Product. Commercial Coverage Plans are available only for products used in commercial environments (except dues facility gyms and health clubs) including but not limited to hotels, motels, multi-housing, country clubs, homeowner's associations, corporations, senior living centers, hospitals, schools, churches and police and fire stations. Only Residential and Commercial Coverage Plans cover the repair and replacement of functional factory installed belts (including treadmill walking belts) and rollers required for the performance of Your Product. If You purchased a **Labor Only Coverage Plan** as indicated in the POP, we will only cover the cost of labor to repair Your Product due to electrical failure and mechanical breakdown occurring during normal use and operation of Your Product.

#### **ADDITIONAL BENEFITS**

If You purchased a major appliance Your Plan includes these additional benefits.

**Cosmetic and Preventative Maintenance Parts:** If You purchased a Plan on a major appliance, it includes reimbursement for cosmetic and preventative maintenance parts, upon submission of Your receipt, We will reimburse You for fifty percent (50%) of the purchase price of the cosmetic and preventative maintenance parts (up to \$100 each year of your Term) to keep Your Product in good working order. Cosmetic parts include drip pans, freezer and refrigerator shelves and drawers, range and oven knobs, range heating elements or grates, and trim kits. Preventative maintenance parts for major appliances include air filters, aluminum vents, coil brushes, dryer lint brushes, washer fresheners, hoses, water filters and water lines. You must provide proof of purchase of such parts when you file your claim by calling Us at 800-800-1492.

**[No Claims or Service Reimbursement:** If You were offered and purchased a Repair Plan on a major appliance which included a no service claim reimbursement offer (only available on Repair Plans with a Term of five years), upon submission of Your request, We will reimburse You thirty percent (30%) of Your Plan Price (exclusive of taxes and other fees) if You have not made a service claim during the Term of the Plan. You must submit your request within sixty (60) days of expiration of the Term. Please note that requests for reimbursement for food spoilage or reimbursement for the purchase of maintenance and/or cosmetic parts do not constitute a service claim.]

**Service Guarantee:** If your Product is a major appliance, if We do not assign a servicer within five (5) business days of approving the claim for service, You will be eligible to receive fifty dollars (\$50) as a one-time courtesy payment (this benefit is only available after expiration of the manufacturer's warranty and provided you file your claim at as stated in the How To Get Service section below.

**MAJOR APPLIANCE COMPONENT PLAN:** If you purchased the Major Appliance Component Plan as indicated on your POP, this Plan provides coverage for the listed major component of the Product listed on your POP. If multiple products are listed on Your POP and are included as a Product under this single Plan, only cover the product first listed is covered. We have no liability to cover the remaining listed products, unless additional Major Appliance Component Plans are purchased. Coverage is provided as indicated below under "Covered Components" and only on a new Product that has a minimum manufacturer's warranty of 1 year parts and labor coverage. Initially Your Product will be protected under the manufacturer's limited warranty or applicable Repair Plan. If at any time after the manufacturer's limited warranty and any applicable Repair Plan expire and a "Covered Component" should

become defective, except as indicated in "WHAT IS NOT COVERED," You will receive reimbursement only for the replacement component part up to two hundred and fifty dollars (\$250.00) as stated in the Limits of Liability. Replacement parts shall be provided at Our option with new, remanufactured or non-original manufacturer parts. The Major Appliance Component Plan does not cover trip charges, diagnosis fees, breakdown charges, repair of any component that is not a Covered Component, replacement of the Product, tax, delivery, shipping or labor for installation. If, however the manufacturer covers the defective component during the Term as indicated below, and not the cost of labor, We will reimburse only the labor charge to install that Covered Component, except during the 1st year, up to two hundred and fifty dollars (\$250.00) as stated in the Limits of Liability.

If You purchased the Major Appliance Component Plan as indicated on Your POP, the Major Appliance Component term is the last five (5) of the stated term on the POP.

**Covered Components:** The following components are the Covered Components for each listed Qualifying Product.

- Refrigerator, freezer, dehumidifier, room air conditioner: Compressor
- Microwave oven: Magnetron tube
- Washing machine: Transmission, Direct drive motor
- Dishwasher: Motor
- Gas/Electric dryer, vacuum cleaner, range hood, compactor: Motor, Heating element & igniter
- Electric range, cook tops, wall ovens: Bake & broil surface, Elements (except halogen & induction)
- Gas range: Igniters, Spark modules

The Major Appliance Component Plan does not provide coverage for replacement or any other claim for parts not listed in the Covered Components section above.

**NO LEMON POLICY:** During the term of this Plan, and subject to Our Limit of Liability, after 3 service repairs have been completed on the same component of an individual Product and that Product component requires a 4<sup>th</sup> repair, as determined by Us, We will replace it with a product of comparable performance or pay You the remaining Limit of Liability. If We replace Your Product, there is no longer any obligation for the replaced product under this Plan.

**HOW TO GET SERVICE:** You must Contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 546-2109 between the hours of 8:00 AM and 6:00 PM eastern time or go online to [www.safeware.com](http://www.safeware.com). All claims must be reported individually as independent claims. All claims must be reported within thirty (30) days of Failure to qualify for coverage.

**For Replacement Plans:** You must provide the original sales receipt in order for a claim to be processed. You may be required at the discretion of the Administrator to ship Your defective item to the Administrator at the address on the top of this Plan. The Administrator will issue You a return authorization number (RA#). You must write the RA# on the outside of the package. Products shipped without the RA# may be refused. Products found to be non-defective will be returned to You. You are responsible for all costs of postage, insurance, packaging and shipping. Please make sure Your product is properly protected with bubble wrap or other protective materials. Replacement will not be provided if Your product is damaged in shipping.

**For Repair Plans and Major Appliance Component Plans:** All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Plan, can be due to simple circumstances such as the Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.

**EMERGENCY SERVICE:** Emergency Service is available for the following items ONLY: REFRIGERATORS; FREEZERS; HUMIDIFIERS; DEHUMIDIFIERS; AIR CONDITIONERS; HEATERS/FURNACES; MICROWAVE OVENS (ONLY IF A CONVENTIONAL OVEN IS NOT AVAILABLE); CONVENTIONAL OVEN (ONLY IF A MICROWAVE OVEN IS NOT AVAILABLE). If after 6:00 PM eastern time, You require service, You may contact any manufacturer authorized service repair facility listed online or in Your local phone book. Mail Us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.

**DEDUCTIBLE:** There may be a Deductible required to obtain service for Your Product as indicated on the POP. You are responsible for all service charges for non-covered claims and for No Problem Found claims. No Problem Found claims are claims where the servicer is not able to find or diagnose any covered Failure in the Product. We may suspend Your coverage, until you have fully paid the servicer, if You do not pay the servicer for the non-covered or No Problem Found claims.

**SERVICE DELIVERABLES:** You will receive service on Your Product as described below:

**Carry-In:** Unless otherwise provided in this Plan, Products must be delivered and picked up by You at Our authorized service center during normal business hours.

**In-Home/On-Site:** Service will be performed in Your home or On-Site as indicated on the Proof of Purchase. Additional time and mileage charges may be applicable for in-home repairs outside of 25 contiguous land miles or the normal service radius of the authorized service center which may not be covered by this Plan and would be Your responsibility. If You purchased Above Ground Pool Coverage, service will be performed at Your home only for in-ground pumps, pool liners, pool frames and wall repairs. The authorized service center may opt to remove the Product to perform service in-shop. Your product will be returned upon completion.

**Reimbursement:** If we are reimbursing You for rental expense or accidental damage as noted in the "COVERAGE For Lawn & Garden Equipment and Power Tools" section under "Repair Plan" You are responsible for paying the rental or repair service facility directly for rentals, any repairs, replacement parts, diagnosis fees, trip charges, sales tax and installation. Once Your Product is repaired You may file a claim with Us for reimbursement. We are not responsible for delay in service or loss of use of Your Product, quality of service or workmanship or defective replacement parts provided by the servicer. **How to file a reimbursement claim:** You must mail or fax (614) 781-0559 Us a copy of the completed rental or repair invoice. The service facility or rental invoice must include the Make, Model and Serial Number of Your Product, the reason for repair and cause of loss of Your Product, and Your name, address and phone number. We will reimburse You as indicated above in this Plan, less any applicable Deductible as indicated on the Proof of Purchase.

**WHAT IS NOT COVERED:**

- (A) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;**
- (B) PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A RECALL, OR SERVICE BULLETINS, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;**
- (C) CLEANING; PERIODIC CHECKUPS; PREVENTIVE MAINTENANCE;**
- (D) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN AND/OR ANY PRODUCT SOLD USED OR "AS-IS", INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;**
- (E) PART OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN, AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO BATTERIES, LIGHT BULBS, ETC.;**
- (F) DAMAGE FROM ACCIDENT (UNLESS ACCIDENTAL DAMAGE FROM HANDLING IS PURCHASED AS STATED ON YOUR POP), ABUSE, MISUSE, MISHANDLING, NEGLIGENCE; INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A PRODUCT; FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; FAILURE TO FOLLOW ADMINISTRATORS INSTRUCTIONS; EXTERNAL CAUSES OF ANY KIND, INCLUDING THIRD PARTY ACTIONS; FIRE; THEFT; INSECTS; ANIMALS; EXPOSURE TO WEATHER; WINDSTORM; SAND; DIRT; HAIL; EARTHQUAKE; FLOOD; WATER; ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;**
- (G) LOSS OR DAMAGE CAUSED BY WAR; INVASION; ACT OF FOREIGN ENEMY; HOSTILITIES; CIVIL WAR; REBELLION; RIOT; STRIKE; LABOR DISTURBANCE; LOCKOUT; OR CIVIL COMMOTION;**
- (H) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR AWAITING PARTS;**
- (I) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS UNLESS YOU PURCHASED A COMMERCIAL COVERAGE PLAN;**
- (J) FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA;**
- (K) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO FRAMES, SCRATCHES, PEELING & DENTS;**
- (L) UNAUTHORIZED REPAIRS AND/OR PARTS;**

- (M) COST OF INSTALLATION, SETUP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS PROVIDED HEREIN;
- (N) ACCESSORIES USED IN CONJUNCTION WITH A PRODUCT INCLUDING REMOTE CONTROLS;
- (O) ANY OTHER LOSS OTHER THAN A COVERED BREAKDOWN;
- (P) SERVICE WHERE NO PROBLEM CAN BE FOUND; NOISES; SQUEAKS; SET ITEMS THAT HAVE NOT FAILED OR DO NOT HAVE A COVERED FAILURE; FAILURES REPORTED AFTER THIRTY DAYS OF OCCURANCE; BREAKDOWNS WHICH ARE NOT REPORTED DURING THE TERM OF THIS PLAN;
- (Q) ADDITIONAL EXCLUSIONS SPECIFIC TO YOUR PRODUCT:

Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Plan only covers the operating condition of Your Product and does not cover:

- (1) Non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; light bulbs, projection bulbs,
- (2) Any installed accessory item, or parts that are not part of the Product, e.g., gas or electronic connectors;
- (3) Any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal;
- (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and
- (5) Burned-in image in CRT, PLASMA, LCD or any other type of display.

Specific to Major Appliance Component Coverage: In addition to any applicable exclusions listed above, this Plan does not cover any components not listed under the Covered Components section above:

Specific to Above Ground Pools: In addition to any applicable exclusions listed above, We do not cover damage caused by or due to:

- (1) Failure due to, but not limited to, improper water chemistry, freezing, plumbing, water loss, negligence, fire, lightning, power failures and/or surges, rust, corrosion, water supply failure and moisture related problems on electronic accessories;
- (2) Draining or refilling pool with water; and
- (3) Nonfunctional or aesthetic parts, except as noted above, including but not limited to decks, vacuums and hoses.

Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, We do not cover damage caused by or due to:

- (1) Overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse;
- (2) Any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;
- (3) Broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs;
- (4) Corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Plan; and
- (5) Toner and ink cartridges; cables.

Specific to Jewelry: In addition to the exclusions listed above We will not replace damaged, lost or stolen gem stones or beads.

Specific to Lawn & Garden Equipment and Power Tools: In addition to any applicable exclusions listed above We do not cover:

- (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments;

(2) We do not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust;

(3) We do not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

**Specific to Fitness Equipment & Other Sporting Goods:** In addition to any applicable exclusions listed above We do not cover:

(1) Failure of non-operating components such as frames, cabinets, finish, doors, racks, shelves, software media; remote controls;

(2) Costs associated with tearing apart walls, carpeting, floors and cabinetry associated with custom installations; and

(3) Products used in dues-facility gyms, spas or health clubs where the primary source of income is fitness/membership dues.

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

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OR SELLING RETAILER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS, OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT OR PARTS, AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

#### CONDITIONS:

##### 1. PLAN TERMS:

**Replacement Plans:** For the Replacement Plan, the term of this Plan begins on the date of purchase and continues for a period of 2 years or until a claim is paid, whichever occurs first. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. A renewal service Plan is not available for the Replacement Plan. THIS PLAN DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

**Repair Plans:** For the Repair Plan the term of this Plan begins on the date of purchase or actual delivery date of the product and continues for the period indicated on the face of this Plan or as indicated in the Proof of Purchase. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the event Your Product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until covered repair has been completed. THIS PLAN DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.

**Major Appliance Component Plan:** For the Major Appliance Component Plan, the term of the Plan is as follows: (i) In the event this Plan is sold without a Repair Plan, coverage includes the underlying manufacturer's warranty and is for a total of 5 years from the date You purchased Your Product. (ii) In the event this Plan is sold in combination with a Repair Plan, coverage will begin upon expiration of the applicable Repair Plan and extends for 5 years from the date of the Repair Plan.

##### 2. LIMIT OF LIABILITY:

**Replacement Plan:** The limit of liability under the replacement plan is the value of the Product at the time of purchase, excluding sales tax, diagnostic fees, delivery and handling. This Plan shall expire upon issuance of Your refund check or replacement of product.

**Repair Plan:** Our limit of liability for Your Product under the Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of similar features. In no event will our liability for each repair or replacement exceed Your purchase price for the Product, excluding sales tax, diagnostic fees, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Plan. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.

**Major Appliance Component Plan:** During the term of this Plan You are entitled to only 1 claim consisting of 1 defective component part. Our limit of liability on such claim shall not exceed the actual replacement price of the covered component part being replaced or the actual cost of labor as described herein, and in no event for more than \$250, excluding taxes, delivery and installation. Once a claim is paid under the Major Appliance Component Plan, this Plan is fulfilled and coverage ends.

3. **RENEWABILITY:** This Plan is renewable at Our discretion. If we renew this plan the term will begin and end as stated on the renewal declarations page.
4. **TRANSFERABILITY:** This Plan is transferable by the original purchaser for the balance of the original term. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan and Your POP, along with the name, address, and phone number of the new owner, the date of new ownership, and a \$10 transfer fee. The manufacturer's warranty may not be transferrable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above. *The Replacement Plan is not transferable.*
5. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. territories including Guam, Puerto Rico or U.S. Virgin Islands.
6. **SUBROGATION:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
7. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan.



8. **CANCELLATION:** You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

We may suspend available coverage if You owe for services provided by a Safeware servicer, for non-covered claims or No Problem Found claims. The amount You owe for services may be deducted from any refunds or payments to You.

9. **INSURANCE:** This is not a contract of insurance. The Obligations of the Provider under this Plan are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209-6206. If the Obligor fails to provide service or pay a claim within 60 days, after proof of loss has been provided, you may submit your claim directly to the insurer at the above address. *In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.*
10. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the Proof of Purchase for Your Product, constitutes the entire Plan and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## **STATE DISCLOSURES:**

The Plan is amended and the language below governs if You purchased this Plan in a state listed below.

### **Alabama**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use. No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation.

### **Arizona**

**WHAT IS NOT COVERED** is amended as follows: Exclusion (D) does not apply to any and all defects that existed and were known by You prior to the effective date of this Plan, except if such conditions were known or should reasonably have been known by us or Our subcontractors.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows: 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 Plan by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499 or difi.az.gov.

**CONDITIONS – Section 8 Cancellation** is amended as follows: We will not cancel or void this Plan due to acts or omissions of 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 Plan due to misrepresentation either by Us or any person selling the Plan on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include fraudulent or unlawful acts arising out of or relating to this Plan or 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

### **Arkansas**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full Plan Price including applicable sales tax. A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan.

**CONDITIONS – Section 9 Insurance** is amended as follows:

A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.

### **California**

The Bureau of Household Goods and Services does not regulate commercial use references in this Plan just residential coverage

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended with the following:

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, Consumer Information Division, [4244 S. Market Court, Suite D Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov].

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel within the first sixty (60) days and no claim has been made, You will receive a refund of 100% of the Plan purchase price. If You cancel after the first sixty (60) days or if a claim was made during the first sixty (60) days, You will receive a pro rata refund of the Plan purchase price, less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

### **Colorado**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full Plan Price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### **Connecticut**

**Conditions – Section 1 Plan Terms** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of the Plan.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed.

### **District of Columbia**

**CONDITIONS – Section 8 Cancellation** is amended as follows: If You do not receive the refund within 45 days, a 10% penalty per month shall be added to the refund.

### **Florida**

The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, 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.

### **Georgia**

**WHAT IS NOT COVERED** is amended as follows: This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

The phrase “**LESS CLAIMS PAID**” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and a claim has been made, You will be receive a full refund less any claims paid. If You cancel this Plan after twenty (20) days of mailing or ten (10) days of delivery, you will receive a pro-rata refund less any claims paid. We may cancel this Plan only for fraud, material misrepresentation, or non-payment of the purchase Price. If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all case.

**WHAT IS COVERED, REPAIR PLAN:** The phrase “less any claim payments previously made to You under this Plan” is deleted from the last sentence in the paragraph that begins with REPAIR PLAN.

### **Hawaii**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### **Indiana**

Your proof of payment to Us for this Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Plan is not insurance and is not subject to Indiana insurance law.

### **Maine**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full Plan Price including applicable sales tax. Prior notice is not

required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Massachusetts**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full Plan Price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Maryland**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within the first twenty (20) days after receipt, and no service events have been paid, this Plan is void and We will issue a full refund including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

This Plan is extended automatically when We fail to perform the services under this Plan. This Plan will not terminate until services are provided in accordance with the terms of the Plan. If We breach any of Our duties under this Plan, You may file an action in any court of competent jurisdiction.

#### **Michigan**

**CONDITIONS – Section 1 Plan Terms** is amended as follows:

If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

#### **Minnesota**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. You will receive five (5) days' notice if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use. Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and National Product Care Company.

#### **Missouri**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month (or portion thereof) and any accrued penalties will be added to any refund that is not paid or credited within forty-five (45) days after You cancel the Plan. No claims paid will be deducted from any refund regardless of who initiates the cancellation.

#### **Montana**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least five (5) days prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

#### **Nebraska**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety and replaced with the following: Notwithstanding anything in this Plan to the contrary, if You and We mutually agree at the time of loss, this Plan provides for arbitration if there is an unresolved dispute between You and Us concerning this Plan. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent,

neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan.

### **Nevada**

**EMERGENCY SERVICE** is amended to include:

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 practically 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.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of "Illinois" are replaced with "Nevada".

**CONDITIONS – Section 8 Cancellation** is deleted and replaced with the following:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month (or portion thereof) and any accrued penalties will be added to any refund that is not paid or credited within forty-five (45) days after the cancellation date. We may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: non-payment of this Plan; the conviction of a crime which results in an increase in the service required under this Plan; fraud or material misrepresentation in purchasing this Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of this Plan which substantially and materially increases the service required under this Plan; or a material change in the nature or extent of the service required which occurs after the purchase of this Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We Cancel, You will receive a refund for any unearned pro rata purchase price. If We cancel Your Plan, We will mail written notice to You within fifteen (15) days of cancellation stating the effective date of cancellation and the reasons. No claims or repairs incurred may be deducted from any refund.

**WHAT IS NOT COVERED** is amended as follows:

**This Plan will not cover any unauthorized or non-manufacturer recommended modifications to the covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the covered Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Plan 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 Plan.**

If you are not satisfied with the manner in which We handle Your Claim, You may contact the Nevada Division of Insurance commissioner, toll free, [1-888-872-3234].

### **New Hampshire**

Price: [\_\_\_\_]. In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

**WHAT IS NOT COVERED** is amended as follows: **(D) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO**

**FLOOR MODELS, DEMONSTRATIONS MODELS, ETC. Any or all loss or damage that occur prior to the effective date of this Plan will not be covered;**

The phrase “**LESS CLAIMS PAID**” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

The following language is added: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. All references to the state of “Illinois” are replaced with “New Hampshire”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

Regardless of who cancels the Plan, the cost of claims paid or services provided will not be deducted from any refund issued.

#### **New Jersey**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least five (5) days prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

#### **New Mexico**

**CONDITIONS – Section 8 Cancellation** is deleted and replaced with the following:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at [855-427-5674]. If a refund is not paid or credited within sixty (60) days after cancellation, We will pay You a penalty of 10% of the Plan Price for each 30 day period or portion thereof that the refund and any accrued penalties remain unpaid. If You cancel Your Plan after thirty (30) days from the date of purchase, You will receive 100% of the unearned pro rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. For cancellation of Plans containing multiple Products, You will receive 100% of the unearned pro rata refund of the Price of the entire Plan less the total actual cost of any services or benefits received. We may not cancel this Plan 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 Plan, whichever occurs first, except for the following conditions: failure to pay the Plan Price; conviction of a crime which results in an increase in the service required under the Plan; fraud or material misrepresentation in purchasing the Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the plan which substantially and materially increases the service required under the Plan. If We cancel, You will receive a refund for any unearned pro rata price paid, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

#### **New York**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after You cancel the Plan. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

#### **North Carolina**

The purchase of this Plan is not required either to purchase or to obtain financing for Your Product.

**CONDITIONS – Section 8 Cancellation** is amended as follows: We may not cancel this Plan except for non-payment or a direct violation of the Plan by You.

## **Ohio**

**CONDITIONS – Section 9 Insurance** is amended as follows: A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.

## **Oklahoma**

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

**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 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] or visiting [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.

All references to the state of “Illinois” are replaced with “Oklahoma”.

## **Oregon**

**NOTICE – Sentence (2)** is deleted.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

## **South Carolina**

In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, [1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201] or [(800) 768-3467].

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

## **Texas**

If You have complaints or questions regarding this Plan, 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 Texas only).

**CONDITIONS – Section 8 Cancellation** is amended as follows:

You may cancel this Plan before the thirty-first (31st) day of purchase. If the Plan is cancelled within the applicable time period, You will receive a one hundred percent (100%) refund of the purchase price paid for this Plan. If You cancel this Plan on or after the thirty-first (31st) day of purchase, You will receive a refund for any unearned pro rata price paid, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

**CONDITIONS – Section 9 Insurance** is amended as follows:

You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is returned to the Provider, or if any covered service is not provided by Us before the sixty-first (61st) day after the proof of loss has been filed.

### **Utah**

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

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

We may cancel this Plan during the first sixty (60) days for any reason or after sixty (60) days for the following reasons only: non-payment of the 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 Plan; or substantial breach of contractual duties, conditions, or warranties. We will mail the written notice to Your last known address, stating the effective date and reason for cancellation, at least ten (10) days prior to cancellation for non-payment of the Plan Price, and thirty (30) days prior to cancellation for material misrepresentation, substantial change in risk, or substantial breach of contractual duties, conditions or warranties.

### **Vermont**

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Vermont”.

### **Virginia**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Virginia”.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If any promise made in the 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.

### **Washington**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is amended as follows:

All references to the state of “Illinois” are replaced with “Washington”. Nothing in the section headed Dispute Resolution will invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Plan. All arbitrations will be held in the county in which You maintain Your permanent residence.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation.

### **Wisconsin**

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

This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. In the



event Your Product is total loss, You may cancel this Plan and receive a pro-rata refund of the Plan purchase price, less any claims paid.

**CONDITIONS – Section 9 Insurance** is amended as follows:

If the Provider ceases to operate, becomes insolvent or otherwise financially impaired, You may file a claim directly with the Plan reimbursement insurer for reimbursement.

Unauthorized repairs may not be covered.

**Wyoming**

**CONDITIONS – Section 7 Dispute Resolution – Arbitration** is deleted in its entirety.

**CONDITIONS – Section 8 Cancellation** is amended as follows:

If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full purchase price including applicable sales tax. A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

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