

American Freight Protection Plan Terms and Conditions

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American Freight Protection Plan SERVICE CONTRACT TERMS AND CONDITIONS

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

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, or other enrollment documentation (“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, Federal Warranty Service Corporation, in all states, except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc.. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 800-454-7124.

Breakdown means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure including those caused by normal wear and tear 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.

Coverage Type means the package of services and coverages provided under this Service Contract as listed on Your sales receipt or Coverage Confirmation as described above. 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.

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.

Products(s) means Your eligible property 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, 800-454-7124.

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 under this Service Contract.

WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins on the date this Service Contract was purchased for the Product or on the date Your Product was delivered or installed, whichever is later.

Service Contract benefits are available beginning on Your Service Contract start date and will continue for the length of time purchased by You as indicated on Your Coverage Confirmation.

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, and other coverage specifics are listed on Your Coverage Confirmation.

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

Food Spoilage Reimbursement: If You purchase this Service Contract for a refrigerator, freezer, compact refrigerator or wine cooler, We will reimburse You up to three hundred dollars (\$300) for a refrigerator or freezer, or one hundred dollars (\$100) for a compact refrigerator or wine cooler for food loss resulting from a Breakdown or Power Surge during the coverage term. We require proof of loss for this benefit.

Service Guarantee: If You purchase this Service Contract for Your Product (excluding generators) and We are unable to repair or replace the Product within seven (7) consecutive days from when We schedule Your initial service visit, You will be eligible for a one-time payment up to fifty dollars (\$50) for Your inconvenience.

Preventative Maintenance Service and Parts Reimbursement: If You purchase this Service Contract for Your Product (excluding televisions and generators), We will provide You annually starting on the date of Service Contract purchase with either onsite or remote assistance with required maintenance procedures to clean and/or replace specific Product components. We also will reimburse You for fifty percent (50%) of the cost (including sales tax) for the required parts that You purchase from the Seller for this maintenance event up to one hundred dollars (\$100) annually. Preventative maintenance reimbursement only applies to:

1. Your refrigerator's water filters, air filters, coil brushes, lint brushes, aluminum vents, hoses, and water lines;
2. Your dishwasher's rinse aids;
3. Your oven/range's cooktop cleaners; or
4. Your portable air conditioner's filter.

Cosmetic Parts Reimbursement: If You purchase this Service Contract for Your Product (excluding open box items, televisions and generators), We also will reimburse You for fifty percent (50%) of the cost (including sales tax) up to one hundred dollars (\$100) annually for replacement parts due to cosmetic damage to the eligible part. Eligible parts include Your Product's bins, shelves, handles, knobs, drip pans, oven racks, dishwasher racks, trim kits, grilles and cases for portable air conditioners. Proof of purchase is required to claim this benefit.

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. a leaking Product battery (or any other leaking substance within the Product);
 - g. service performed by anyone not authorized by the manufacturer or Us; 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 or 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 or stolen or damaged (when Damage is not part of Your Coverage Type).**
5. **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, multiple stains occurring over time, or other substance (including human or pet bodily oils, perspiration, or bodily fluids).**
6. **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.**
7. **Damage that results from the Product's normal aging (unless specified in What is Covered).**

8. 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.
9. No problem found diagnosis or issues that could be resolved with a software upgrade.
10. 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.
11. 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.
12. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.
13. Any other act or result not described as covered by this Service Contract.
14. For consumer electronics (in addition to the above):
 - a. The setup, installation, removal, disposal, or any data restoration of a Product or the equipment provisioning during Your service event (unless specified in What is Covered).
 - b. Damage related to a virus or any other type of malware.
 - c. Damage to Your data, either inputted, stored on, connected to, or processed by the Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
 - d. Support for software other than the native software or any manufacturer-branded software designated as "beta", "prerelease," or "preview"; third party applications and their interaction with a Product; or server-based applications.
 - e. Replaceable components or non-functional parts that do not affect the mechanical or electrical function of the Product (unless specified in What is Covered) or the improper removal or installation of replaceable components such as, modules, parts or peripherals.
 - f. TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect the overall viewing of the panel such as, but not limited to, missing pixels, intermittent pixels, or wrong color pixels.
15. For appliances, including hot water heaters, portable air conditioners, and generators (in addition to the above):
 - a. Consumables and non-functional parts (including external housing, casings, consumer replaceable batteries, ink, paper, lights, knobs, racks, rollers, drip pans or grates, buttons, filters, vents, hoses, water lines, door liners, and shelves) that do not affect the mechanical or electrical function belts of the Product (unless specified in What is Covered).
 - b. Breakdown or damage caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Service due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
 - c. Any costs associated with permits, licenses, or other parts required for the installation or reinstallation of the Product.

YOUR RESPONSIBILITIES

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

1. 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.
2. Respond to Our requests for information, including but not limited to the Product ownership, the 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.
3. Follow the instructions We give You for preparing Your Product for a service event.
4. When receiving onsite service, make sure the Product is accessible in an unobstructed, safe, and sanitary location that is free from unreasonable hazards within reach of an appropriate manufacturer-specified wall outlet. An adult of legal age must be present at time of service. Service may be refused if the authorized technician is threatened in any manner.

5. 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.
6. You are responsible to protect the Product from damage and perform any routine care as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

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 as soon as possible after the date of the Product(s)' Breakdown or Power Surge.

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 Us at www.MyAFclaims.com or contact Us at 1-800-454-7124. 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 on 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 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. Issue a store credit (not redeemable for cash from the Seller) or merchant card equal to the value of the replacement product, not to exceed the Maximum Coverage Per Claim. The credit, with Your authorization, may 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; or
2. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

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 or color matches) to the claimed Product. This may be due to availability 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.

No Lemon Guarantee – During the coverage term, if Your Product (excluding generators) has three (3) separate repair events completed under this Service Contract and requires a fourth (4th) as determined by Us during the coverage term, We will issue a replacement or settlement, not to exceed the Product's original retail price (excluding sales tax). We may require documentation as part of this benefit. A covered service repair does not include: consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, all rechargeable batteries, a no fault found diagnosis and repairs done outside the continental USA, Alaska, Hawaii and Puerto Rico.

LIMITS OF LIABILITY

Your Maximum Coverage Per Claim is the lesser of (1) the cost of authorized repairs, (2) the cost of Product replacement with a product of similar features and functionality, (3) the cost of reimbursement for authorized repairs, or (4) the retail cost that You paid for the original Product.

In addition, the following limits apply:

The total liability under this Service Contract is the retail value of Your Product at the time of purchase.

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

There is no Service Fee for services under this Service Contract.

TERRITORY

The service options listed above for Product services are available for claim events within the United States or its territories. 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 or its territories by the device manufacturer are ineligible for coverage under this Service Contract.

CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting www.MyAFclaims.com or contact Us at 1-800-454-7124.

If this Service Contract is cancelled by You or Us:

1. During any time within the full manufacturer's warranty period (parts & labor) You will receive a one hundred percent (100%) refund of the purchase price paid for this Service Contract, less any claims paid.
2. Upon expiration of the manufacturer's warranty period, You will receive a refund for any unearned pro rata price paid less any claims paid as of the cancel date.

No refund will be granted if this Service Contract is cancelled after the Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS SERVICE CONTRACT.**

If We cancel, We will provide You with at least thirty (30) days notice before cancellation. 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 electronic address to Us or the Seller, We may electronically or via text message deliver all notices, documents and communications related to this Service Contract to Your electronic address. You may opt out of electronic and/or text message 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.
3. Upon expiration of this Service Contract, We will reimburse You up to thirty percent (30%) of the price if You did not incur any paid service events during the coverage term. You must contact the Administrator within sixty (60) days of the end of Your Service Contract term to claim this benefit.

This benefit only applies if Your Service Contract was purchased for an appliance.

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. 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.

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

AL, AR, CO, CT, DC, GA, IL, IN, KY, MA, ME, MN, MO, NC, NH, NJ, NV, NY, OR, SC, UT and **WY**: **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: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

AZ, HI, MT, OK, VA and **VT**: **INSURANCE**: The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

AL, AR, ME, MO, NY, OR, SC, VT and **WA**: **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.

AL, AR, CO, GA, MA, MN, MO, NJ, SC and **WY**: **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 one hundred percent (100%) refund of the purchase price paid 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.

GA, OR, UT, WI and **WY**: The **ARBITRATION** provision is deleted. It is not applicable to You.

AL: The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation. No claims paid will be deducted from any refund regardless of who initiates the cancellation.

AR: The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation.

AZ: The **WHAT IS NOT COVERED** provision, item (8) is deleted and replaced with the following: (8) 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.

CA: **FREE LOOK**: You may cancel this Service Contract within the first thirty (30) days of receipt and if no claim has been made, You will receive a one hundred percent (100%)

refund of the purchase price paid for this Service Contract. The **CANCELLATION** provision is amended by adding the following: If You cancel this Service Contract after the first thirty (30) days of receipt, You will receive a refund for any unearned pro rata price paid, less any claims paid. You may cancel this Service Contract if You return the Product(s), or if the Product(s) is sold, lost, stolen, or destroyed. The **ARBITRATION** provision is amended by adding 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, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov.

CO: The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation.

CT: 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.

DC: 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 one hundred percent (100%) refund of the purchase price paid 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 We cancel, the written notice will state the effective date and reason for cancellation.

FL: NOTICE: The rate charged for the 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 the insured resides.

GA: 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. The **CANCELLATION** provision is amended by adding the following: 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. If We cancel, the written notice will state the effective date and reason for cancellation.

HI: 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 one hundred percent (100%) refund of the purchase price paid 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 We cancel, the written notice will state the effective date and reason for cancellation.

IL: The **CANCELLATION** provision is amended by adding the following: You may cancel this Service Contract within thirty (30) days of purchase and if no claim has been made, You will receive a one hundred percent (100%) refund of the purchase price paid for this Service Contract.

IN: 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.

MA: The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation.

MD: 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 one hundred percent (100%) refund of the purchase price paid 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 **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.

ME: 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 one hundred percent (100%) refund of the purchase price paid 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. The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation.

MI: 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.

MN: The **CANCELLATION** provision is amended by adding the following: If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for 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.

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

MT: The **CANCELLATION** provision is amended by adding the following: If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation.

NC: NOTICE: The purchase of this Service Contract is not required to obtain financing for the covered Product. The **CANCELLATION** provision is amended by adding the following: We may cancel this Service Contract only for nonpayment of the Service Contract purchase price or direct violation of the Service Contract by You.

NH: NOTICE: 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, 1-800-852-3416. The **WHAT IS NOT COVERED** provision is amended by adding the following: Any or all loss or damage that occur prior to the effective date of this Service Contract will not be covered. The **ARBITRATION** provision is amended by adding the following: Any arbitration proceeding is subject to RSA 542.

NJ: The **CANCELLATION** provision is amended by adding the following: If We cancel, the written notice will state the effective date and reason for cancellation. No written notice

will be provided if the reason for cancellation is nonpayment of the Service Contract purchase price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Product or its use.

NM: 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 of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

NOTICE: The purchase of this Service Contract is not required as a condition for the approval of a loan or the purchasing of property. **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 one hundred percent (100%) refund of the purchase price paid 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.

NV: NOTICE: The purchase of this Service Contract is not required as a condition for the approval of a loan or the purchasing of property. **EMERGENCY REPAIRS:** If You have an emergency which involves substantial 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 no later than three (3) calendar days after the report of the claim. 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 one hundred percent (100%) refund of the purchase price paid 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: 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.

NY: NOTICE: The purchase of this Service Contract is not required either to purchase or obtain financing for the covered Product. **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 one hundred percent (100%) refund of the purchase price paid for this Service Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) 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 We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation.

OH: INSURANCE: The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. 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 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.

OK: NOTICE: Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Provider's license number for Assurant Service Protection, Inc. is 44199246. 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 Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879, or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Disclosures section of this Service 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.

SC: NOTICE: In the event of a dispute with the Provider of this Service Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone 800-768-3467. The **CANCELLATION** provision is amended by adding the following: If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation.

TX: INSURANCE: The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is cancelled, You may apply directly to American Bankers Insurance Company of Florida. **NOTICE:** The Administrator's Registration Number

for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Contract, You may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-512-463-6599 or 1-800-803-9202 (within Texas only). The purchase of a Service Contract is not required in order to purchase or obtain financing for the covered Product. The **CANCELLATION** provision is amended by adding the following: You may cancel this Service Contract before the thirty-first (31st) day of purchase. If the Service Contract is cancelled within the applicable time period, You will receive a one hundred percent (100%) refund of the purchase price paid for this Service Contract, less any claims paid. If You cancel this Service Contract on or after the thirty-first (31st) day of purchase, You will receive a refund for any 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. If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation.

UT: NOTICE: Coverage afforded under this Service Contract is not guaranteed by the 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. The **CANCELLATION** provision is amended by adding the following: We may cancel this Service Contract during 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 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 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.

VA: NOTICE: 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-plan-providers.shtml to file a complaint.

VT: FREE LOOK: You may cancel this Service Contract within twenty (20) days of receipt and if no claim has been made, You will receive a one hundred percent (100%) refund of the purchase price paid for this Service Contract. This provision applies only to the original purchaser of the Service Contract.

WA: INSURANCE: The obligations under this Service Contract are backed by the full faith and credit of the Service Contract Provider. **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 one hundred percent (100%) refund of the purchase price paid for this Service Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) 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 We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for 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.

WI: 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 #93-637 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: 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 or if We become insolvent or otherwise financially impaired, 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. **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 one hundred percent (100%) refund of the purchase price paid 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: We may cancel this Service Contract at any time for (1) nonpayment of the Service Contract purchase price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation. You will receive a refund for any unearned pro rata price paid, less any claims paid.

WY: The **CANCELLATION** provision is amended by adding the following: If We cancel, We will mail the written notice to Your last known address, stating the effective date and reason for cancellation.

APPLIANCE AND OTHER PRODUCTS PROTECTION PLAN

SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance.

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, or other enrollment documentation (“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, Federal Warranty Service Corporation. The address and phone number for each Administrator is P.O. Box 195167, San Juan, PR. 00919-5167.

Breakdown means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure including those caused by normal wear and tear 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.

Coverage Type means the package of services and coverages provided under this Service Contract as listed on Your sales receipt or Coverage Confirmation as described above. 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.

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.

Products(s) means Your eligible property 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. The address and phone number of each Provider is P.O. Box 195167, San Juan, PR. 00919-5167.

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 under this Service Contract.

WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins on the date this Service Contract was purchased for the Product or on the date Your Product was delivered or installed, whichever is later.

Service Contract benefits are available beginning on Your Service Contract start date and will continue for the length of time purchased by You as indicated on Your Coverage Confirmation.

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, and other coverage specifics are listed on Your Coverage Confirmation.

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

Food Spoilage Reimbursement: If You purchase this Service Contract for a refrigerator, freezer, compact refrigerator or wine cooler, We will reimburse You up to three hundred dollars (\$300) for a refrigerator or freezer, or one hundred dollars (\$100) for a compact refrigerator or wine cooler for food loss resulting from a Breakdown or Power Surge during the coverage term. We require proof of loss for this benefit.

Service Guarantee: If You purchase this Service Contract for Your Product (excluding generators) and We are unable to repair or replace the Product within seven (7) consecutive days from when We schedule Your initial service visit, You will be eligible for a one-time payment up to fifty dollars (\$50) for Your inconvenience.

Preventative Maintenance Service and Parts Reimbursement: If You purchase this Service Contract for Your Product (excluding televisions and generators), We will provide You annually starting on the date of Service Contract purchase with either onsite or remote assistance with required maintenance procedures to clean and/or replace specific Product components. We also will reimburse You for fifty percent (50%) of the cost (including sales tax) for the required parts that You purchase from the Seller for this maintenance event up to one hundred dollars (\$100) annually. Preventative maintenance reimbursement only applies to:

1. Your refrigerator's water filters, air filters, coil brushes, lint brushes, aluminum vents, hoses, and water lines;
2. Your dishwasher's rinse aids;
3. Your oven/range's cooktop cleaners; or
4. Your portable air conditioner's filter.

Cosmetic Parts Reimbursement: If You purchase this Service Contract for Your Product (excluding open box items, televisions and generators), We also will reimburse You for fifty percent (50%) of the cost (including sales tax) up to one hundred dollars (\$100) for replacement parts due to cosmetic damage to the eligible part. Eligible parts include Your Product's bins, shelves, handles,

knobs, drip pans, oven racks, dishwasher racks, trim kits, grilles and cases for portable air conditioners.

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. **a leaking Product battery (or any other leaking substance within the Product);**
 - g. **service performed by anyone not authorized by the manufacturer or Us;**
 - 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 or 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 or stolen or damaged (when Damage is not part of Your Coverage Type).**
5. **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, multiple stains occurring over time, or other**

substance (including human or pet bodily oils, perspiration, or bodily fluids).

6. 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.
7. Damage that results from the Product's normal aging (unless specified in What is Covered).
8. 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.
9. No problem found diagnosis or issues that could be resolved with a software upgrade.
10. 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.
11. 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.
12. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.
13. Any other act or result not described as covered by this Service Contract.
14. For consumer electronics (in addition to the above):
 - a. The setup, installation, removal, disposal, or any data restoration of a Product or the equipment provisioning during Your service event (unless specified in What is Covered).
 - b. Damage related to a virus or any other type of malware.
 - c. Damage to Your data, either inputted, stored on, connected to, or processed by the Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
 - d. Support for software other than the native software or any manufacturer-branded software designated as "beta", "prerelease," or "preview"; third party applications and their interaction with a Product; or server-based applications.
 - e. Replaceable components or non-functional parts that do not affect the mechanical or electrical function of the Product (unless specified in What is Covered) or the improper removal or installation of replaceable components such as, modules, parts or peripherals.
15. For appliances, including hot water heaters, portable air conditioners, and generators (in addition to the above):
 - a. Consumables and non-functional parts (including external housing, casings, consumer replaceable batteries, ink, paper, lights, knobs, racks, rollers, drip pans or grates, buttons, filters, vents, hoses, water lines, door liners, and shelves) that do not affect the mechanical or electrical function of the Product (unless specified in What is Covered).
 - b. Breakdown or damage caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Service due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
 - c. Any costs associated with permits, licenses, or other parts required for the installation or reinstallation of the Product.
- f. TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect the overall viewing of the panel such as, but not limited to, missing pixels, intermittent pixels, or wrong color pixels.

YOUR RESPONSIBILITIES

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

1. 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.
2. Respond to Our requests for information, including but not limited to the Product ownership, the 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.

3. Follow the instructions We give You for preparing Your Product for a service event.
4. When receiving onsite service, make sure the Product is accessible in an unobstructed, safe, and sanitary location that is free from unreasonable hazards within reach of an appropriate manufacturer-specified wall outlet. An adult of legal age must be present at time of service. Service may be refused if the authorized technician is threatened in any manner.
5. 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.
6. You are responsible to protect the Product from damage and perform any routine care as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

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 as soon as possible after the date of the Product(s)' Breakdown or Power Surge.

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 Us at www.MyAFclaims.com or contact Us at 1-800-454-7124. 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 on 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

REPAIR: 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 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.

REPLACEMENT: 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. Issue a store credit (not redeemable for cash from the Seller) or merchant card equal to the value of the replacement product, not to exceed the Maximum Coverage Per Claim. The credit, with Your authorization, may 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; or
2. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

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 or color matches) to the claimed Product. This may be due to availability 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.

No Lemon Guarantee – During the coverage term, if Your Product (excluding generators) has three (3) separate repair events completed under this Service Contract and requires a fourth (4th) as determined by Us during the coverage term, We will issue a replacement or settlement, not to exceed the Product's original retail price (excluding sales tax). We may require documentation as part of this benefit. A covered service repair does not include: consumer requested

alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, all rechargeable batteries, a no fault found diagnosis and repairs done outside Puerto Rico.

LIMITS OF LIABILITY

Your Maximum Coverage Per Claim is the lesser of:

- (1) the cost of authorized repairs,
- (2) the cost of Product replacement with a product of similar features and functionality,
- (3) the cost of reimbursement for authorized repairs, or
- (4) the retail cost that You paid for the original Product.

In addition, the following limits apply:

The total liability under this Service Contract is the retail value of Your Product at the time of purchase.

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

There is no Service Fee for services under this Service Contract.

TERRITORY

The service options listed above for Product services are available for claim events within Puerto Rico. Claim events that occur outside the United States, Puerto Rico, 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 or its territories by the device manufacturer are ineligible for coverage under this Service Contract.

CANCELLATION

- a) You may cancel this Service Contract at any time and for any reason by contacting www.MyAFclaims.com or contact Us at 1-800-454-7124.
- b) If You cancel this Service Contract within the first thirty (30) days from the date coverage begins, and the purchase price has been paid, and no claim has

been paid, You will receive a full refund equal to the Service Contract's purchase price. In case this Service Contract is cancelled after the first thirty (30) days from the date coverage begins, or within the first thirty (30) days and You have filed a claim, We will reimburse You for the unearned amount of the purchase price. We will pay a 10% monthly penalty on a refund that has not been paid or credited within thirty (30) days.

- c) If You cancel or do not renew the Service Contract for any reason, including non-payment, this will constitute cancellation of the Service Contract by You, subject to the terms and conditions described in this Service Contract.
- d) We may cancel this Service Contract for any reason during the first sixty (60) days by sending you written notice of the date of cancellation and the reason for the cancellation to your last known mailing address at least fifteen (15) days before the cancellation. After the sixty (60) day period, We may only cancel this Service Contract for:
 - (1) non-payment;
 - (2) fraud or material misrepresentation; or
 - (3) substantial breach of obligations on Your part.

If We cancel this Service Contract for the aforesaid reasons, We will send you a written notice with the date of cancellation and the reason for the cancellation to your last known mailing address at least fifteen (15) days before the cancellation. We will refund the purchase price as set forth in part b. of this Section.

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 electronic address to Us or the Seller, We may electronically or via text message deliver all notices, documents and

communications related to this Service Contract to Your electronic address. You may opt out of electronic and/or text message 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.

SPECIAL DISPOSITION

The Federal Warranty Service Corporation obligations under this Agreement are guaranteed under a reimbursement insurance policy. If the Federal Warranty Service Corporation will not pay or does not provide a claimed service within sixty (60) days after notification of the claim, You shall have the right to file a claim directly with the insurer offering the policy, Caribbean American Property Insurance Company, at the following address: Torre Chardón, 350 Carlos Chardón Ave., Suite 1101 San Juan, PR 00918, or you may call the toll-free line, 1-800-981-8888.