

# TIMEPIECE PROTECTION PLAN

## TERMS AND CONDITIONS

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

**1) DEFINITIONS:** The following terms shall have the following meaning:

**Service Plan Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 in all states except Florida and Oklahoma. The Service Plan Provider in Florida is United Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668, The Service Plan Provider in Oklahoma is Assurant Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 This Service Plan is between You and Us.

**Service Plan** indicates this Service Plan, which You have purchased for the Product shown on Your sales receipt.

**Service Plan Holder/You/Your** indicates the purchaser of this Service Plan, as shown on Your sales receipt.

**Administrator** indicates the entity who is responsible for the administration of this Service Plan. Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 is the Administrator of this Service Plan in all states except Florida and Oklahoma. In Florida, the Administrator is United Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. In Oklahoma, the Administrator is Assurant Service Protection, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668.

**Retailer** indicates the store and seller where You purchased the Product and this Service Plan and is as shown on Your sales receipt.

**Service Plan Price** indicates the consideration paid by You for this Service Plan as shown on Your sales receipt.

**Product** indicates the item that You purchased and is specifically covered under this Service Plan as shown on Your sales receipt.

**Covered Service** means the services covered due to the mechanical or structural failure of the Product caused by defects in workmanship and/or materials, or as a result of normal wear and tear except as excluded herein.

**Normal Wear and Tear** means the failure of a covered Product to maintain the fit and finish as it was designed by the manufacturer.

**2) INSTRUCTIONS:** You must present this Service Plan and Your sales receipt for any Product repair.

**3) LENGTH OF COVERAGE:** The coverage period for this Service Plan begins on the date of purchase and ends on the expiration of the term shown on Your sales receipt. In the event the Product is being serviced by an authorized service center when the Service Plan expires, the term of the Service Plan will be extended until the covered repair has been completed.

**4) WHAT IS COVERED:** Service performed hereunder shall consist of labor and parts necessary to restore the Product to like new condition as the result of a Covered Service. Our aggregate limit of liability is the lesser of the retail price You paid for the Product, or a replacement item of comparable type, quality, functionality, features and value not to exceed the original retail price of the Product.

**IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.**

- 5) **TO OBTAIN SERVICE:** You may take the Product to the Retailer from which it was purchased or contact the Administrator 24 hours a day, 7 days a week at **1-866-368-1668** for instructions on obtaining repair or replacement of the Product. Outside of the United States, the Administrator may be contacted by calling collect to 580-354-4324 or emailing [jewelrycustomercare@assurant.com](mailto:jewelrycustomercare@assurant.com). Have this Service Plan and Your sales receipt handy and be prepared to tell Us which Product requires service and the nature of the problem. If the Product requires service, We will pay for shipping the Product to our authorized service center for the performance of the repairs. The Product will be opened in a secure environment, its authenticity verified, and damages assessed to ensure coverage under this Service Plan. Should the product received from You not be the Product for which coverage was purchased, the product will be returned to You without repair at Your own expense. You have the duty to protect against any further damage, and to follow any requirements outlined in the owner's manual instructions.
- 6) **DEDUCTIBLE:** There is no deductible required to obtain service under this Service Plan.
- 7) **NON-REPAIRABLE PRODUCTS:** If We, in Our sole discretion, determine that a Product is not repairable, or where the cost for repair may exceed the retail price You paid for the Product, We will replace the Product with an item of comparable type, quality, functionality, features and value as the original Product. The item shall not exceed the retail price of the original Product. If We elect to replace Your Product and an item is not available, We will provide You with a store voucher. The amount of the store voucher shall not exceed the current retail cost of an item of comparable type, quality, functionality, features and value; and, such retail cost shall not exceed the retail price You paid for the original Product plus sales tax paid. Providing You with a store voucher will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan and shall not be transferable to any replaced product. If We replace Your Product or a store voucher for a replacement item is provided, the original Product becomes Our property.
- 8) **LIMIT OF LIABILITY:** In the event the Product is replaced or store voucher for replacement goods, is provided, all of Our obligations under this Service Plan will be completely fulfilled, no coverage will be provided for any item, and We shall have no further obligations for the Product or any item for the remainder of the term of this Service Plan, if any.
- 9) **PARTS:** Materials furnished as replacements for parts will be drawn from our repair service contractor's inventory of new or used parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of its term of coverage.
- 10) **WHAT IS NOT COVERED:** This Service Plan does not cover service repair or replacement necessitated by any loss or damage resulting from:
- a) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, abuse or neglect, unauthorized repairs or accidental damage;
  - b) lack of manufacturer's recommended maintenance/instructions;
  - c) parts failure due to a manufacturer's recall, regardless of the manufacturer's ability to pay for such repair;
  - d) any and all pre-existing conditions that occur prior to the effective date of this Service Plan;
  - e) inherent design defect in the Product;
  - f) introduction of foreign objects into the Product, tampering with prongs, bezels or other elements designed to secure stones;
  - g) rust, corrosion, fire, collision, vandalism, windstorm, hail, earthquake, theft or burglary, negligence, transport, riot, acts of God, or any other peril;
  - h) water damage if used under conditions which exceed the manufacturer's specifications;
  - i) war, whether declared or undeclared, terrorism, insurrection, revolution, rebellion, destruction or seizure for military purpose, discharge of chemical, biological or nuclear weapons, radioactive contamination;
  - j) Products that are lost and/or mysteriously disappear;
  - k) any loss other than a Covered Service;
  - l) damage that is not reported to the Administrator prior to the expiration of this Service Plan;
  - m) loss of use while the Product is at a repair facility or otherwise awaiting parts;
  - n) Products with serial numbers which have been altered or removed;
  - o) any type of accessory or unauthorized modifications or Products with alterations from the original Product SKU;
  - p) **IN NO EVENT SHALL THIS SERVICE PLAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN PLAN, TORT, OR NEGLIGENCE;**
  - q) this Service Plan does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.
- 11) **PRODUCTS NOT ELIGIBLE FOR COVERAGE:** This Service Plan does not provide any service for Products used for commercial purposes, or Products sold "as is".

- 12) RENEWALS:** At Our option, We may renew this Service Plan; however, We are not obligated to offer You another Service Plan upon cancellation of this Service Plan or to accept a Service Plan order, in the event You tender one.
- 13) TRANSFER:** This Service Plan may be transferred by contacting the Administrator or Retailer. The terms and conditions of this Service Plan cannot be modified in any way except by the expressed written agreement between You and Us.
- 14) CANCELLATION:** You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price, less the cost of any repairs made (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. You will receive a pro rata refund of the Service Plan Price, less the cost of claims paid (if any), and less an administrative fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. You will be refunded the unearned pro rata Service Plan Price, less any claims paid. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You.

**15) ARBITRATION:**  
**ARBITRATION PROVISION**

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Specific Requirements section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**THE FOLLOWING STATE SPECIFIC REQUIREMENTS APPLY IF YOUR SERVICE PLAN WAS PURCHASED IN ONE OF THE FOLLOWING STATES AND SUPERSEDE ANY OTHER PROVISION HEREIN TO THE CONTRARY:**

**AL, AR, CO, CT, DC, GA, IL, IN, KY, ME, MN, MO, NC, NH, NJ, NV, NY, OH, OR, SC, UT and WY only:** The obligations of the Service Plan Provider under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

**AZ, HI, MA, MT, OK, VA and VT only:** The obligations of the Service Plan Provider under this Service Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

**AL, AR, CO, HI, MA, MN, MO, NJ, SC, WI and WY only: Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service

Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

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

**Alabama only:** Under **CANCELLATION**, No claim incurred or paid will be deducted from any cancellation refund, regardless of who initiates the cancellation.

**Arizona only: WHAT IS NOT COVERED, d)** is deleted and replaced with the following: **d) any and all pre-existing conditions that occur prior to the effective date of this Service Plan, except if such conditions were known or should reasonably have been known by Us or Our subcontractors;** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from cancellation refund, regardless of who initiates the cancellation. We will not cancel or void this Service Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors or program ineligibility. All reference to an administrative fee, is deleted and replaced with an administrative fee, not to exceed ten percent (10%) of the gross amount paid for this Service Plan or twenty-five dollars (\$25.00), whichever is less. The following is added to the **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions A.R.S. § 20-1095.09, Unfair trade practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 North 15<sup>th</sup> Avenue, Suite 102, Phoenix, AZ 85007-2624, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll-free phone number 800-325-2548.

**California only:** The following is added to **WHAT IS COVERED:** Additional services provided under this Service Plan during the manufacturer's warranty include: Cosmetic damage, Battery replacement for dive watches, Strap replacement, Damage to crown, stem, and Damage to case, bezel, crystal & other that impedes the functionality of timepiece. The following is added to the **CANCELLATION** provision: You may cancel Your Service Plan if You return the Product or the Product is sold, lost, stolen or destroyed. The **CANCELLATION** provision is amended from thirty (30) days from date of purchase to sixty (60) days from the date of receipt of Your Service Plan. The following is added to the **ARBITRATION** provision: 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.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

**Colorado only:** The **CANCELLATION** provision is amended as follows: Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price, a material misrepresentation by You, or a substantial breach by You relating to the covered product or its use.

**Connecticut only:** You may cancel this Service Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes with You regarding this Service Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the Plan, the cost of repair of the covered Product, and a copy of the Service Plan. The following is added to the **TO OBTAIN SERVICE** provision: If the covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. The following provision is added: **Insurance:** The obligations of the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. Please call American Bankers Insurance Company of Florida at 1-800-852-2244 to file a claim

**District of Columbia only: Free Look:** You may, within 30 days of receipt, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, the Service Plan will be void and You will be refunded or Your account credited, the full Service Plan Purchase Price. A 10% penalty of the Service Plan Purchase Price per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Plan. This provision applies only to the original purchaser of this Service Plan.

**Florida only:** The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. Under the **CANCELLATION** provision, any reference to administrative fees is deleted. The following is added to the **ARBITRATION** provision: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where the insured resides.

**Georgia only:** If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases. This Service Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a pro rata refund of the Service Plan Price. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We may only cancel this Service Plan if You fail to pay, commit fraud or make a material misrepresentation. If we cancel this Service Plan, You will be refunded the unearned Service Plan price calculated on a pro rata basis. No claim paid or incurred, nor cancellation or administrative fees shall be deducted from any refund owed. We will mail to You a written notice to Your last known address at thirty (30) days prior to the date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation. If cancelled by Us and We fail to refund the unearned pro-rata Service Plan price by the cancellation effective date, We shall pay You a penalty equal to 25% of the unearned Service Plan price and interest equal to 18% per annum until such time that proper return is made, which penalty and interest must be paid at the time the return is made; provided however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due. The penalty does not apply to nonpayment by You. Failure to provide such refund shall not invalidate the notice of cancellation. These provisions apply only to the original purchaser of this Service Plan.

**Hawaii only:** The following is added to the **CANCELLATION** provision: Prior notice is not required if this Service Plan is canceled for nonpayment of the purchase price, a material misrepresentation by You, or a substantial breach by You relating to the Covered Product or its use. If We cancel Your Service Plan, We will mail written notice to You at Your last known address five (5) days prior to cancellation stating the effective date of cancellation and the reasons.

**Indiana only:** Proof of payment to the Retailer that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

**Maine only:** We reserve the right to cancel this Plan at any time in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You. **Free Look:** You may return this Plan within twenty (20) days of the date the Plan was mailed, or within ten (10) days if delivered at time of sale. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan price including any sales tax refund. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Plan. This provision applies only to the original purchaser and is not transferable.

**Maryland only:** This Service Plan is extended automatically when We fail to perform the services under this Service Plan. This Service Plan will not terminate until services are provided in accordance with the terms of the Service Plan. **Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

**Massachusetts only:** The following is added to the **CANCELLATION** provision: Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Product or its use.

**Michigan only:** If the performance under this Service Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

**Minnesota only:** The **CANCELLATION** provision is amended as follow: Prior notice of cancellation is necessary if canceled due to nonpayment of the Plan Price or material misrepresentation. The **ARBITRATION** has been 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.

**Missouri only:** The **CANCELLATION** provision is deleted and replaced with the following: **CANCELLATION:** You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price. You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. You will receive a pro rata refund of the Service Plan Price, less an administrative fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. You will be refunded the unearned pro rata Service Plan Price. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You.

**North Carolina only:** This Plan shall be non-cancelable by the obligor or the administrator except for nonpayment of premium or direct violation of the Service Plan by You. The Purchase of this Service Plan is not required either to purchase or obtain financing for the covered Product.

**New Hampshire only:** If You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The following is added to the **ARBITRATION** provision: Arbitration shall be held at a location selected by Us within the state in which this Service Plan was purchased. Any arbitration proceeding is subject to RSA 542.

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

**Nevada only:** The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. The following is added to the **TO OBTAIN SERVICE** provision: If You are not satisfied with the manner in which We are handling the claim on Your Service Plan, You may contact the Commissioner by calling the toll-free number, (888) 872-3234. **Free Look:** If this Service Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The **CANCELLATION** provision is deleted and replaced with the following: **CANCELLATION:** You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. You will receive a pro rata refund of the Service Plan Price less a cancellation fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. No cancellation of a Service Plan may become effective until 15 days after the notice of cancellation is mailed to the Service Plan Holder. No Service Plan that has been in effect for at least seventy (70) days may be canceled by the Service Plan Provider before the expiration of the agreed term or one (1) year after the effective date of the Service Plan, whichever occurs first, except on the following grounds: (a) failure to pay an amount due by You; (b) conviction of a crime which results in an increase in the service required by You; (c) discovery of fraud or material misrepresentation by the Service Plan Holder in obtaining the Service Plan, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by You; (2) a violation by You of any condition of the Service Plan, which occurred after the effective date of the Service Plan and which substantially and materially increases the service required under the Service Plan; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. **WHAT IS NOT COVERED, p)** is deleted and replaced with the following: **this Service**

**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 Service 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 Service Plan;**

**New Mexico only:** This Service Plan is insured by American Bankers Insurance Company of Florida. If the Service Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The purchase of the Service Plan as a condition of approval or loan or the purchase of goods is not permitted. **Free Look:** If this Service Plan is returned within the first thirty (30) days from date of purchase and a refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

**New York only: Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. The **CANCELLATION** provision is amended to add the following: Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

**North Carolina only:** This Service Plan shall be non-cancelable except for nonpayment of premium or direct violation of the Service Plan by You. The purchase of a Service Plan is not required in order to obtain financing for the covered Product.

**Oklahoma only:** Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations of the Provider under this Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. Under **DEFINITIONS, Service Plan Provider/We/Us/Our** is amended by adding the following: Oklahoma license number for Assurant Service Protection, Inc. is 44199246. The **CANCELLATION** provision is deleted and replaced with the following: **CANCELLATION:** You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. In the event the Service Plan is cancelled by You within the first thirty (30) days, and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium. You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. If You cancel the Service Plan after the first thirty (30) days, or have made a claims within the first thirty (30) days, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rate premium or twenty five dollars (\$25), whichever is less and (b) the actual cost of any service provided under the Service Plan. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. In the event the Service Plan is cancelled by Us, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Service Plan. If this Service Plan was inadvertently sold to You on a Product, which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You. The **Arbitration** provision is deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will

take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service 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.

**South Carolina only:** In the event of a dispute with the Obligor of this Service Plan and does not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467.

**Texas only:** Under **DEFINITIONS**, Service Plan Administrator is amended to include the following: The Administrator Registration Number for Federal Warranty Service Corporation is 269. **Notice:** If You have complaints or questions regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (Within TX only). The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is provided to You by Us before the sixty-first (61<sup>st</sup>) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain financing. **Free Look:** If You cancel within the first thirty (30) days, We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This applies only to the original purchaser of the Service Plan, and is not transferable.

**Utah only:** The **CANCELLATION** provision is amended as follows: We can cancel this Service Plan during the first sixty (60) days for any reason, by mailing a notice of cancellation at least thirty (30) days prior to the effective date of cancellation (ten (10) days for non-payment of the Service Plan price. After sixty (60) days, We may cancel by mailing a cancellation notice at least thirty (30) days prior to the effective date of cancellation (10 days for non-payment of the Service Plan price) for cancellations due to 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 Plan; or substantial breach of contractual duties, conditions, or warranties. **Regulation:** Coverage afforded under the Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

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

**Vermont only:** You may return this Service Plan within twenty (20) calendar days of receipt of this Service Plan. If no claim has been made under the Service Plan, the administrator shall refund to You the full purchase price. The right to return this Service Plan within twenty (20) days applies to the original purchaser of this Service Plan.

**Washington only: Washington only: Free Look:** You may, within thirty (30) calendar days, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. The following is added to the **ARBITRATION** provision: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. **SPECIAL PROVISION:** Obligations of the Service Contract Provider under this Service Contract are backed by the full faith and credit of the Service Contract Provider.

**Wisconsin only:** This Service Plan 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. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations of the Service Plan Provider under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us 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. Proof of loss must be provided as soon as reasonably possible and within one year after the time required by the Service Plan. Failure to furnish proof of loss within the time required does not invalidate or reduce a claim, unless We are prejudiced thereby, and it was reasonably possible to meet the time limit. No claim incurred or paid shall be deducted from any cancellation refund. The following provision is added to this Service Plan: **FREE LOOK:** You may reject and return Your Service Plan within twenty (20) days of the date the Service Plan was mailed to You, or within ten (10) days of delivery if the Service Plan is provided at time of sale, by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689. If no claim has been filed, the Service Plan is void and You will receive a refund in the amount of one hundred percent (100%) of the Service Plan Price. A ten percent (10%) per month penalty of the refund amount shall be added to a refund that is not paid or credited within forty-five (45) days after Your return of the Service Plan within the applicable time period. The right to void the Service Plan applies only to the original purchaser. The **CANCELLATION** provision is deleted and replaced with the following: **CANCELLATION:** You may cancel Your Service Plan within the first thirty (30) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668 and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price, less the cost of any repairs made (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-368-1668. You will receive a pro rata refund of the Service Plan Price, less the cost of claims paid (if any), and less an administrative fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. Proof of loss must be provided as soon as reasonably possible and within 1 year after the time required by the Service Plan. Failure by You to furnish proof of loss within the time required by the Service Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit. We reserve the right to cancel this Service Plan at any time in the event of material misrepresentation by You, or a substantial breach of duties by You related to the covered Product or its use. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. You will be refunded the unearned pro rata Service Plan Price, less any claims paid. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid.