

We, the administrator, or the retailer from whom you purchased the product covered by this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THIS PLAN (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

Obligor: The company obligated under the Plan in all states and the District of Columbia, except Florida, is **Asurion Service Plans, Inc.**, whose address is P.O. Box 805227, Chicago, IL 60606-1078, 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 805227, Chicago, IL 60606-1078, telephone 1-866-856-3882.

Definitions: (1) “**we**,” “**us**” and “**our**” refers to the company obligated under this Plan, as indicated in the “Obligor” section above; (2) “**administrator**” refers to (a) Asurion Services, LLC in all states and the District of Columbia except Florida; and (b) Asurion Service Plans of Florida, Inc., in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; (3) “**breakdown**” refers to the mechanical or electrical failure of the product **except as specified in the “What is Covered” section below for Kayaks, Canoes, Paddle Boards, and Pedal Boats, For Tents, Canopies, Backpacks, Chairs, Sleeping Bags, Hunting Blinds, Safes** caused by: a) defects in materials and/or workmanship, b) normal wear and tear, c) dust, heat, or humidity, d) power surges, or e) unintentional and accidental damage from handling as a result of normal use (“ADH”) only if you purchased a Plan which includes this coverage, as indicated below; (4) “**product**” refers to the consumer item which you purchased concurrently with and is covered by this Plan; (5) “**you**” and “**your**” refer to the individual who purchased the product and this Plan, or the approved transferee; (6) “**retailer**” refers to the retailer from which you purchased the product and is the seller of this Plan; and (7) “**replacement product**” refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT**. Technological advances may result in a replacement product with a lower selling price than the original product; (8) “**ORV**” refers to an outdoor recreational vehicle, including golf carts, UTVs, ATVs, go-karts, and dirt bikes/minibikes, that is meant for off-road use and is not licensed for or used on public highways and/or roadways. **Coverage for ORVs is not available in California, and Maryland.**

Instructions: You must keep this Plan and the sales receipt or order confirmation email for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt or order confirmation email, constitute the entire agreement between you and us. Your rights under this Plan may vary from state to state.

How it works: If your product experiences a breakdown, you may file a claim by contacting the administrator at 866-765-2687 or by going online to www.asurion.com/tsc to process your claim twenty-four (24) hours a day, seven (7) days a week. Repairs on goods that are essential to your health and safety will commence or be authorized to commence within twenty-four (24) hours after the report of the claim. **All repairs must be authorized in advance.** Unauthorized repairs may not be covered. In-home, depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for after you initiate the claim. For products with an initial purchase price of \$299.99 or less, we will be responsible for the cost of delivering the product to the service center for repair or replacement. For all other products, unless otherwise noted below, you will be responsible for the delivery or cost of delivery of the product to the authorized service center for repair or replacement. At our sole discretion, we may: (i) require that you send a picture and/or return the covered product to us and have the product inspected by our authorized service center as a condition to receiving a replacement product or a reimbursement; or (ii) require you to purchase a replacement product with similar features as a condition to receiving a reimbursement. We may require you to fill out a claim facilitation form prior to receiving service, a replacement product or a reimbursement under this Plan. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service, a replacement product or a reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

What Is Covered: This Plan covers replacement costs or parts and labor costs to repair your product in the event it experiences a breakdown which is not covered under any insurance policy, warranty or other service plan. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or, at our discretion, we may issue you a gift card or check for the original purchase price of that product, excluding taxes, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair.

This Plan covers the following product-specific breakdowns:

- **For Kayaks, Canoes, Paddle Boards, and Pedal Boats:** This Plan covers breakdown of the hull and deck only. Change in appearance of the product due to normal wear and tear, unlimited exposure to any environmental conditions, and damage from impact with any object or material is not covered
- **For Tents, Canopies, Backpacks, Chairs, Sleeping Bags, Hunting Blinds:** Breakdowns are limited to seams and stitching separation due to normal use, zipper or velcro breakdown due to normal use, and breakdown of poles due to normal use only. Excessive wear-and-tear, such as holes, burn holes, and punctures not related to seams/stitching are not covered. Cosmetic damage, including scratches, stains or peeling, that does not impede the functionality of the product is not covered.
- **For Safes:** Breakdowns are limited to the locking mechanism and components that are electric or battery-powered only. Water damage of any kind, paint finish, and loss or damage by any means of personal property inside the safe are not covered.

The following enhanced coverages begin on the date of purchase:

- **For All Products:**
Power surge protection
- **For pneumatic and electric hand-held power tools with the initial purchase price of \$299.99 or less:**
This Plan includes coverage for breakdowns due to ADH
- **For Flashlights, Wildlife Cameras, Binoculars, Fishing Reels, Sports Cameras, and 2-Way Radios:**
This Plan includes coverage for breakdowns due to ADH
- **For all eligible products with an initial purchase price of \$800 and up and all riding mowers:**
We will provide pick-up and delivery of the product when required for repair service.
- **For All Outdoor Power Equipment and ORVs:**
Maintenance Parts Add-On Program. You will receive a reimbursement of 50% of the cost of select preventative maintenance parts (including battery, belts, mower blades, chainsaw chains, filters, fuel stabilizer, oil, spark plugs, and tires) purchased at Tractor Supply Company retail locations or www.Tractorsupply.com for the duration of this Plan. There is a \$500 limit on the preventative maintenance reimbursement for the life of the Plan. You must contact the administrator at 866-765-2687 to file a claim for reimbursement. You will be required to provide us with a copy of the sales receipt or order confirmation email for the preventative part to obtain the reimbursement.
- **For ORVs:**
Maintenance Service Reimbursement Add-On Program. You will receive a reimbursement up to \$50 per year of the cost of select preventative maintenance, such as oil changes, replacing air filters or fuel filters, replacing batteries, belts, tires, or brakes. You must contact the administrator at 866-765-2687 to file a claim for reimbursement. You will be required to provide us with a copy of the invoice for the preventative maintenance to obtain the reimbursement.
- **For Riding Mowers only:**
Fix It Fast Program. In the event your riding mower is not repaired within fourteen (14) days of the initial servicer diagnosis of the breakdown, you are eligible for a payment of \$50 per service event. You will need to contact the administrator at 866-765-2687 to file a claim for this benefit.

Term of Coverage:

For All Plans (except Truck Boxes): Except for the enhanced coverages outlined above which begin on your date of purchase, the term and coverage commence upon the expiration of your product's manufacturer's labor warranty and continue for the period indicated on your sales receipt or order confirmation email. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

Truck Box Plans: Depending upon the Plan you purchase, parts are covered for two (2) years following expiration of the manufacturer's parts warranty, and labor is covered for two (2) years following expiration of the manufacturer's labor warranty. Due to the fact that your underlying manufacturer's parts and labor coverage may commence and end at different times, your parts and labor coverage may not run concurrently during the term of this Plan. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan, or portion of the Plan, that was in effect at the time the repair began will be extended until the covered repair has been completed.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of: (1) the total of authorized repairs performed, up to the purchase price, excluding sales tax, of the product; (2) replacement with a replacement product; (3) reimbursement for authorized repairs or replacement of the product; or (4) the purchase price that you paid for the product, excluding sales tax. The total limit of liability under this Plan is the purchase price you paid for the product, excluding sales tax. In the event that the total of all authorized repairs exceeds the purchase price paid for the product, excluding sales tax, or we replace the product with a replacement product, we shall have satisfied all of our obligations under this Plan.

No Lemon Policy for all products except ORVs: During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same breakdown, and that individual product requires a fourth (4th) repair, as determined by us, we will replace it with a product of like kind and quality that performs to the factory specifications of the original product, not to exceed the original purchase price, excluding sales tax. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. (**NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH.)

Service Fee: There is no service fee required to obtain service for your product

WHAT IS NOT COVERED: (1) EXCEPT AS OTHERWISE STATED IN THIS PLAN, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DELAY IN RENDERING SERVICE UNDER THIS PLAN, LOSS OF DATA, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT (UNLESS COVERAGE IS OTHERWISE NOTED ABOVE), ABUSE, MISUSE, OR INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (4) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (5) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (6) PREVENTATIVE MAINTENANCE, EXCEPT AS SPECIFICALLY SET FORTH IN THE "WHAT IS COVERED" SECTION OF THIS PLAN; (7) COMMERCIALLY USED PRODUCTS; (8) BREAKDOWN CAUSED BY THIRD PARTY ACTIONS, FIRE, COLLISION, VANDALISM OR THEFT; (9) BREAKDOWN CAUSED BY THE ELEMENTS OR ACTS OF GOD; (10) BREAKDOWN CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (11) BREAKDOWN CAUSED BY DEFECTIVE BATTERIES, OR REPLACEMENT OF DEFECTIVE BATTERIES, WITH THE EXCEPTION OF A BREAKDOWN MANIFESTING FROM POWER SURGES; (12) ACCESSORIES AND SUPPLIES USED IN CONJUNCTION WITH THE PRODUCT OR PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO: BELTS, TIRES, BLADES, BATTERIES, SPARK PLUGS, FILTERS, TRIMMER LINES, OR EXTERIOR PIPES OR PLUMBING (UNLESS OTHERWISE STATED IN THE "WHAT IS COVERED SECTION" OF THIS PLAN); (13) BREAKDOWN WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS PLAN; (14) BREAKDOWN COVERED BY OTHER WARRANTY OR SERVICE PLAN; (15) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT; (16) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER, EXCEPT AS SPECIFICALLY SET FORTH IN THE "WHAT IS COVERED" SECTION OF THIS PLAN; (17) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (18) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (19) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (20) SCRATCHES, PEELING AND DENTS THAT DO NOT IMPEDE THE FUNCTIONALITY OF THE PRODUCT; (21) UNAUTHORIZED REPAIRS AND/OR PARTS; (22) PARTS AND SERVICE COVERED UNDER ANY MANUFACTURER'S RECALL; (23) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (24) BREAKDOWN INCURRED DURING TRANSPORTATION; (25) BREAKDOWN RESULTING FROM NEGLECT OR FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE, OR DAMAGE DUE TO ACCUMULATION OF DIRT, DUST OR OTHER SUBSTANCES; (26) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY REGARDLESS OF THE MANUFACTURER'S ABILITY TO PERFORM SUCH REPAIRS; (27) PRODUCTS WITH A REMOVED OR ALTERED SERIAL NUMBER OR VIN; (28) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY AT THE TIME OF PURCHASE) AND DEMONSTRATION MODELS; (29) SERVICE THAT OCCURS OUTSIDE OF THE DISTRICT OF COLUMBIA AND THE FIFTY (50) UNITED STATES OF AMERICA; (30) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, RESULTING FROM USING CONTAMINATED OR IMPROPER LUBRICANTS, RESULTING FROM USING STALE, CONTAMINATED, OR IMPROPER FUEL, RESULTING FROM FREEZING OR OVERHEATING; (31) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; (32) ANY LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT. ANY LIABILITY FOR DAMAGE ARISING FROM DELAYS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES DUE TO A CLAIM EVENT; (33) ANY DAMAGE THAT OCCURS DURING ASSEMBLY OF THE PRODUCT AFTER DELIVERY; (34) SAFES ARE NOT ELIGIBLE FOR PICK UP AND DELIVERY SERVICE UNDER THIS PLAN; (35) ORVS IN CALIFORNIA, MARYLAND; (36) FOR ORVS (IN ADDITION TO THE EXCLUSIONS ABOVE):

- I. REPAIRS OR REPLACEMENTS TO ANY PART THAT HAS NOT SUFFERED A MECHANICAL BREAKDOWN, OR FOR REPAIR COSTS NOT NECESSARY TO CORRECT A MECHANICAL BREAKDOWN;
- II. FAILURES OR DAMAGE RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS; OR DAMAGE CAUSED TO OR BY A NON-COVERED PART;
- III. RETROFITTING OR REPLACEMENT DUE TO OBSOLETE, DISCONTINUED OR UNAVAILABILITY OF PARTS;
- IV. REPAIR COSTS OR EXPENSES IF THE UNIT HAS BEEN USED FOR COMMERCIAL PURPOSES, RACING OR COMPETITIVE USE, OR DEMONSTRATION, OR FAILURES FROM ANY PERFORMANCE RELATED MODIFICATIONS, AS DETERMINED BY US;
- V. REPAIR COSTS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION INCLUDING, BUT NOT LIMITED TO, WORN RINGS, WORN, TULIPED, DISHED, SUCK, CARBONED OR BURNED VALVES;
- VI. REPAIRS TO PARTS THAT HAVE NOT SUFFERED A BREAKDOWN OR WHERE THE WEAR ON THE PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCE ALLOWED BY THE MANUFACTURER;
- VII. REPAIRS TO TIRES, CHAINS/BELTS, RUBBER OR OTHER MATERIAL COMPOSITION HOSES, SEALED BEAMS, EMISSION COMPONENTS, FRONT DRIVE SPROCKETS AND/OR CENTRIFUGAL CLUTCH ASSEMBLY, REAR SPROCKETS, CHROME FINISH ON EXHAUST OR OTHER PARTS, GLASS, METAL, OR PLASTIC TRIM, LENSES, OR UPHOLSTERY;
- VIII. ADJUSTMENTS, ALIGNMENTS, RATTLES, TUNE UP, CHARGES FOR SHOP SUPPLIES, FREIGHT CHARGES OR HAZARDOUS WASTE REMOVAL AND STORAGE;
- IX. REPAIRS RESULTING FROM ROAD HAZARDS, SUBMERSION, WATER OR DIRT INGESTION, COLLISION OR FALLING OBJECTS;
- X. ELECTROLYSIS, REVERSE POLARITY, LOOSENING OR STRIPPING OF EXTERNAL FASTENERS OR BOLTS;
- XI. REPAIRS TO PAINT, INCLUDING THOSE AS A RESULT OF FADING;
- XII. DAMAGE CAUSED BY LEAN MIXTURES, DETONATION, PRE-IGNITION, CARBON, COKING, OR SLUDGE;
- XIII. TOWING OR ANY TRANSPORTATION FEES TO OR FROM THE REPAIR PROVIDER.

Transfer: This Plan may be transferred You may transfer the balance of this Plan by contacting the administrator at 866-765-2687 or P.O. Box 1818, Sterling, VA 20167. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Plan is not renewable.

Cancellation: You can cancel this Plan for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy period, or at any time and for any reason by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims paid or service received; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any claims paid or service received. We may cancel this Plan immediately if we discover any abuse of this Plan, or any fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NY, NV, SC, TX, WA, WI, WY, and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Insurance Securing this Plan: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin Street., Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Arbitration Agreement: Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the retailer (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 866-765-2687. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH**

BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

Arizona Residents: The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors, and /or representatives, or to any conditions that the Obligor or retailer knew or reasonably should have known. Subsection II. of the **WHAT IS NOT COVERED** section is deleted and replaced with the following: “II. FAILURE OR DAMAGE RESULTING FROM UNAUTHORIZED REPAIR WORK OR FROM THE UNAUTHORIZED INSTALLATION OF DEFECTIVE PARTS.”

Arkansas Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

California Residents: For all products other than home appliances and home electronic products, the “**Cancellation**” section is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims paid or service received. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud, or material breach by you to us, or the Plan being discontinued by us or retailer.” **Coverage for ORVs is not available in California.** Our performance and obligations to you under this Plan are guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: Continental Casualty Company, 151 N. Franklin Street., Chicago, IL 60606. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov). In California, the form number for use under this Plan is as follows: 628 (12/24)
v.TSC-2

Connecticut Residents: In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The “**Arbitration Agreement**” section does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the “**Arbitration Agreement**” section of this Plan shall affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

Idaho Residents: Plan is not required either to purchase or to obtain financing for the product.

Iowa Residents: The name and address of the commissioner of the Iowa Department of Insurance is: Doug Ommen, 1963 Bell Avenue, Des Moines, Iowa, 50315.

Louisiana Residents: This service contract is not insurance. This service contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the attorney general.

Maine Residents: The fourth sentence of the “**Cancellation**” section is deleted and replaced with the following: “Upon fifteen (15) days' notice, we may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan.”

Minnesota Residents: The fourth sentence of the “**Cancellation**” section is deleted and replaced with the following: “Upon five (5) days' notice, we may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan.”

Nevada Residents: If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan upon fifteen (15) days' notice to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. The second sentence of the "Cancellation" section is deleted and replaced with the following: "This Plan may be cancelled by us for any reason, including unauthorized repair or replacement of the product, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is cancelled, no deduction shall be made from the refund for the cost of any claims paid or service received. If your claim requires emergency service because the breakdown of the product results in the loss of plumbing, heating, cooling, or substantial loss of electrical power to your refrigerator/freezer and renders your dwelling unfit for you to live in: (i) repairs will commence within twenty-four (24) hours after you report your claim; and (ii) if we determine repairs cannot be practicably completed within three (3) calendar days after you report your claim, we will send you a status report within three (3) calendar days after you report your claim. The following language is added to subsection (4) of the "WHAT IS NOT COVERED" section: "IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN." The first sentence of the "Transfer" section is deleted and replaced with the following: This Plan may be transferred. If we fail to pay the cancellation refund as stated in the "Cancellation" section the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 866-765-2687 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

New Hampshire Residents: If the Plan is cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. Contact us at 866-765-2687 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The "Arbitration Agreement" section of this Plan is subject to Revised Statutes Annotated 542. Service Plan Price: \$_____

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due, notice of cancellation will be made with fifteen (15) days' notice to you; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan, notice of cancellation will be made with fifteen (15) days' notice to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Contract prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Contract.

Ohio Residents: This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

Oregon Residents: The "Arbitration Agreement" section of this Plan is replaced with the following: "For the purpose of this arbitration agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 866-765-2687. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

South Carolina Residents: Contact us at 866-765-2687 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

Utah Residents: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second sentence in the "Cancellation" section is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

Virginia Residents: Contact us at 866-765-2687 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

Washington Residents: The fourth sentence of the "Cancellation" section is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan for fraud or material misrepresentation made in obtaining coverage under this Plan or in filing a claim under this Plan." If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, upon five (5) days' notice to you, on the grounds of nonpayment, a material misrepresentation made by you to us, fraud, or a substantial breach of duties by you relating to the product or its use. The fifth and sixth sentences of the first paragraph of **ARBITRATION AGREEMENT** are amended as follows: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**" In **ARBITRATION AGREEMENT** the following sentence is deleted in its entirety: "Is governed by the Federal Arbitration Act."

Wyoming Residents: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or retailer, or a substantial breach of duties by you relating to the retailer service or its use. The "Arbitration Agreement" section in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the retailer from which you purchased this Plan.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-1340

©2024 Asurion, LLC All rights reserved.

628 v.TSC-2 (12/24)