



SAMPLE A. SAMPLE
123 Any Street
Any Town, USA 12345-6789



www.asurion.com

Contract No: XXXXXX
Dealer: The Home Depot
Sales Rep: E108134
Plan Duration: XXX
Unit Covered: XXX

Plan Purchase Date: XXXX
Unit Covered Price: XXXX
Service Plan Price: XXXX

Dear Customer,

Thanks for your Home Depot Protection Plan purchase. You've made a wise decision to protect your product from expensive repairs for years to come. For service, call 1-844-529-2701. You will need to provide your Contract number when requesting service, so please keep this contract in a safe place.

We, Asurion 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 is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

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 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

Definitions: (1) **"we," "us" and "our"** refer to the company obligated under this Plan, as referenced above; (2) **"administrator"** refers to (a) Asurion Services, LLC in the District of Columbia and all states except Florida; and (b) Asurion Service Plans of Florida, Inc. in Florida ("Asurion" refers collectively to Asurion Services, LLC and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167; (3) **"retailer"** refers to Home Depot U.S.A., Inc.; (4) **"breakdown"** refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship, b) normal wear and tear c) dust, heat, or humidity, and d) power surges; (5) **"product"** refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) **"you" and "your"** refer to the individual who purchased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions; and (7) **"replacement product"** refers to a **NEW, REMANUFACTURED OR REFURBISHED PRODUCT, OR A PRODUCT OF LIKE KIND AND QUALITY 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.

Instructions: You must keep the receipt for your product; it is an integral part of this Plan and you may be required to reference or provide it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the receipt containing the term of this Plan and product identification, constitute the entire agreement.

Repair Plans for Major Appliances:

What is Covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot U.S.A., Inc. ("THD" or "Home Depot") gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

This Plan includes the following enhanced coverage:

- **Food Spoilage** – If you purchased a Plan for a refrigerator or freezer, you will be reimbursed for food losses resulting from the covered breakdown of your refrigerator or freezer up to \$300.00 for the period of time specified on your receipt on a per refrigerator or freezer/per incident basis. Documented proof of loss will be required.
- **Surge protection**
- **Laundry Allowance** - If you purchased a Plan for a washer or dryer you will receive up to \$50.00 for 3 year Plans and \$25.00 for 1 or 2 year Plans as reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator.

- **Preventative Maintenance Parts Reimbursement Add-On Program [(for 4 year Plans only)]:** You will receive a 25% reimbursement on select preventative maintenance parts (including water filters, air filters, refrigerator coil brushes, drying lint brushes, aluminum vents, washer hoses, washer fresheners) purchased at Home Depot U.S.A., Inc. ("THD" or "Home Depot") retail locations, online at www.homedepot.com or on the Home Depot U.S.A., Inc. ("THD" or "Home Depot") mobile application for the duration of this Contract. There is a \$500.00 maximum reimbursement for preventative maintenance parts over the term of the Plan. You will need to contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this program. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement.

Term of Coverage: The term of the Plan begins immediately following the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or a Home Depot U.S.A., Inc. ("THD" or "Home Depot") gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

How it works: If your product experiences a breakdown, contact customer service at 800-HOMEDEPOT (800-466-3337) 24 hours a day to process your claim. In-home service is provided under this Plan. In the event of a replacement under this Plan, we may request that you return the original product as a condition to receiving the replacement product. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety. All claims must be reported within thirty (30) days after the expiration of this Plan.

No Lemon Policy: If we determine that a product requires a fourth (4th) repair during the term of this Plan for the same breakdown or component, we will, at our discretion, either: (a) replace it with a replacement product, or (b) issue you a Home Depot U.S.A., Inc. ("THD" or "Home Depot") gift card or check with a value equivalent to the purchase price paid for the product, [excluding][including] taxes, as indicated on your sales receipt.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price that you paid for the product (excluding any delivery charge and sales tax). The total liability under this Plan is the purchase price you paid for the product, [excluding][including] taxes, as indicated on your sales receipt; in the event that (a) the total of all repairs exceeds the purchase price you paid for the product, including taxes, (b) we reimburse you for the purchase price of your product or (c) we replace your product with a replacement product, all of our obligations under this Plan have been fulfilled in their entirety.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

Deductible: There is no deductible required to obtain service for your product.

Transferable: This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 800-HOMEDEPOT (800-466-3337). Proof of purchase receipt, as well as any service repair receipts, must be transferred to the new owner.

Moving: Except for coverage for water heaters, in the event you move or relocate, please contact us so we may update your service address.

WHAT IS NOT COVERED: (1) **INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF DATA; AND DOWN-TIME AND CHARGES FOR TIME AND EFFORT;** (2) **ANY AND ALL PRE-EXISTING CONDITIONS THAT**

EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS (5) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (9) COST OF PREVENTATIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (10) DAMAGE THAT IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (12) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (13) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, ETC.) UNLESS OTHERWISE PROVIDED FOR; (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN); (16) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACTS WITH AUTHORIZED REPAIR PERSONNEL); (18) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (19) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (20) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (21) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (22) CLEANINGS AND ALIGNMENTS; (23) THEFT OR LOSS; (24) HOT WATER HEATER RE-INSTALLATION COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATIONS; (25) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (26) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND (27) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.

Renewal: The Replacement Plan is not renewable. The Repair Plan may be renewed at our discretion.

Cancellation: You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy of ninety (90) days, or at any time by emailing departmentc@asurion.com or visiting homedepot.com/protect or by writing the administrator at the address below. In the event you cancel this Plan within ninety (90) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after ninety (90) days of receipt of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason 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 we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

Mail cancellation request along with this document and all original receipts to:

**P.O. Box 1818
Sterling, VA 20167**

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, Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service 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: For the purpose of this arbitration agreement (referred to hereinafter as the “A.A.”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above and (2) Home Depot U.S.A., Inc. (“THD” or “Home Depot”) 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 800-HOMEDEPOT (800-466-3337). In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive termination of the Plan, and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 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. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay the attorney’s fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief.

(f) **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 OTHER 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. shall be null and void.

STATE VARIATIONS

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

Arizona Residents: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, 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.

Connecticut Residents: The first sentence of the Cancellation section is deleted and replaced with the following: “You can cancel this Plan at any time for any reason, including if the product is returned, sold, lost, stolen or destroyed, by surrendering it to the retailer from which you purchased this Plan during their store return policy of ninety (90) days, or at any time by emailing departments@asurion.com or visiting homedepot.com/protect or by writing the administrator at the address below. 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. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the repair has been completed and your product has been delivered to you.

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 shall conform to the requirements of Official Code of Georgia Annotated (“O.C.G.A.”) 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after ninety (90) days of receipt of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less.” 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 provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan 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, class arbitrations, or other similar proceedings. Nothing contained in the Arbitration Agreement provision 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.

Nevada Residents: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the third sentence of the Cancellation provision, “administrative fee” is deleted and replaced with “cancellation fee”. 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; 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. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be 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. 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 **WHAT IS NOT COVERED** section is amended as follows: the following language is added to Item (3): “**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**”; Item (8) is deleted and replaced with: “**Damage covered by any retailer’s or manufacturer’s warranty**”; and Item (15) is deleted and replaced with: “**Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing (use of a product for these purposes will result in cancellation and denial of coverage under this plan)**”.

New Hampshire Residents: Contact us at 800-466-3337 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 provision of this Plan is subject to Revised Statutes Annotated 542.

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; (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; (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.

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. The WHAT IS NOT COVERED section is amended as follows: Item (5) is deleted and replaced with: “**Third party actions, insect infestation, fire, collision, and vandalism**”; Item (13) is deleted and replaced with: “**Replacement costs for lost or consumable parts (including knobs, remotes, batteries, bags or belts)**”; and Item (15) is deleted and replaced with: “**Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing (use of a**

product for these purposes will result in cancellation and denial of coverage under this plan)”. Oklahoma license number: 862590.

Oregon Residents: The Arbitration Agreement provision 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 Home Depot U.S.A., Inc. 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 1-800-466-3337. 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 1-800-466-3337 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, TX 78711, telephone number (512) 463-6599 or (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 fourth 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. [If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed by the Plan.]

Washington Residents: 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 on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If you cancel this contract due to a total loss of the product that is not covered by this contract, we will not deduct an administrative fee from your refund. The Arbitration Agreement provision of this contract is 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 WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER SIMILAR PROCEEDINGS;** and (2) the phrase “and is governed by the Federal Arbitration Act” in the first sentence of paragraph (a) is deleted in its entirety.

Wyoming Residents: The Arbitration Agreement provision of 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 Home Depot U.S.A., Inc. (“THD” or “Home Depot”) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large type copy of the Terms and Conditions of this Plan, please visit homedepot.com/protect.

Administered by:
Asurion
P.O. Box 1340 Sterling, Virginia 20167
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453_vTHD-1_0218

Name: _____

Address: _____