

# MOBILE PHONE PROTECTION PLAN TERMS AND CONDITIONS

This Plan is a legal contract. By purchasing this Plan, 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. Unless amended by the State Variations or revised by Us with at least thirty (30) days advance written notice to You, this Plan, along with Your Coverage Details, sets forth the entire contract between You and Us and no representation, promise or condition not contained herein shall modify these terms. This is not a contract of insurance.

This Plan is not a contract of insurance, but it is secured by an insurance policy provided by the Insurer listed on Your Coverage Details. If, within sixty (60) days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the Insurer. The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## A. COVERAGE

1. This Plan covers parts and labor costs necessary to repair Your Covered Device in the event of a Malfunction or Accidental Damage which occurs to the Covered Device during the Term of this Plan. Capitalized terms used in this Plan will have the meanings set forth in this Plan. We will, at Our or Our Administrator's discretion and subject to the other terms, conditions, exclusions and limits of liability set forth in this Plan:
  - a) Repair Your Covered Device, at Our Administrator's discretion, with mail-in or walk-in options;
  - b) Replace Your Covered Device with a replacement device, up to the per-claim limit of liability set forth in Your Coverage Details. The replacement device may not be the same device as the Covered Device but will be comparable in make and memory capacity and will be of new or refurbished like new quality, as solely determined by Our Administrator; or
  - c) Provide a Settlement reflecting the cost of a replacement device of equal features and functionality up to the per-claim limit of liability set forth in Your Coverage Details. Settlement may be issued in form of a check, gift card or other electronic form of payment.
2. Your Plan Term, Your Total Plan Price, Your Service Fee, and Your Covered Devices under this Plan, are set forth in Your Coverage Details.
3. This Plan covers all active cellular telephones within a single household located at the residential address listed on Your Coverage Details (the "Residence"). In order for Your cellular telephone to be eligible for coverage under this Plan as a Covered Device, the cellular telephone(s) must be enrolled in an active subscription plan from a wireless carrier that is tied to Your Residence address listed on the Coverage Details. You must provide a paid bill from the previous month's billing cycle from Your cellular provider as proof of eligibility of a Covered Device at the time of claim.
4. **COVERAGE FOR THE INITIAL TERM STARTS FOLLOWING THE WAIT PERIOD LISTED ON YOUR COVERAGE DETAILS, IF APPLICABLE. NO WAIT PERIOD WILL APPLY TO ANY RENEWAL PLAN TERM.**
5. Non-original manufacturer's parts may be used in reconditioned devices or in covered repairs. All Salvage Devices replaced by Us or the Administrator shall become Our property. If applicable, You shall return the Salvage Device to the Administrator with the shipping label provided by the Administrator. In such instances, the Administrator may charge You a non-return fee up to the retail value of the Covered Device for failure to return the Salvage Device within fifteen (15) days of being instructed by the Administrator to return such Salvage Device. THIS PLAN COVERS THE COVERED DEVICE ONLY AND

NOT ITS ACCESSORIES, INCLUDING THOSE CONTAINED WITHIN THE PRODUCT IN THE ORIGINAL PACKAGING FROM THE ORIGINAL EQUIPMENT MANUFACTURER.

6. Your Plan expires on the Coverage Expiration Date, unless it is renewed or cancelled, or Our obligations under the Plan become fulfilled in their entirety, in accordance with Section C hereof.

## B. HOW TO FILE A CLAIM

You must file a claim online at <https://selfservice.boltinsurance.com/> no later than thirty (30) days from the date of Malfunction of or Accidental Damage to the Covered Device. Alternatively, You may contact the Administrator at the phone number listed on Your Coverage Details to file a claim if You are unable to access the online claim process. You must pay the Service Fee set forth in Your Coverage Details for the applicable service when the claim is submitted. Please note that the Service Fee is not refundable and is required prior to any service being rendered.

1. At the Administrator's sole discretion, You will be required to submit the following to the Administrator to indicate proof of ownership of the Covered Device:
  - a) A copy of Your Covered Device cellular provider's paid billing statement for the billing cycle preceding the month in which the Damage occurred;
  - b) A copy of Your original Device purchase receipt or other sufficient proof of the Covered Device model currently linked to Your Wireless Telephone account;
  - c) Any other documentation or information reasonably requested by Us to support the claim.
2. You must provide the Administrator with all necessary information required by the Administrator to approve the claim, including without limitation proof of ownership, within thirty (30) days from the date of the Administrator's request. Failure to provide the requested documents will result in rejection of the claim.
3. Prior to sending any Covered Device to the Administrator, You are solely responsible for
  - a) data back-up of the Covered Device,
  - b) removing the SIM card from the Covered Device,
  - c) removing any OEM or screen locks from the Covered Device; and
  - d) removing any accessories from the Covered Device.

If You fail to unlock the Covered Device, the Administrator may charge You a locked-up device fee up to the retail value of the Covered Device. Neither We nor the Administrator will be liable for any loss of accessories that are sent with the Covered Device.

4. Please note that the Administrator does not provide data transfer service. Therefore, any data kept in the Covered Device might be erased. Neither We nor the Administrator are liable for any loss of data suffered by You.

## C. COVERAGE LIMITATIONS

Coverage for a damaged Covered Device is subject to the terms, conditions, exclusions and limits of liability set forth in this Plan. Should you submit a claim at a time when there are unpaid Installment Payment Amounts due from You, whether or not such Installment Payment Amounts are due or overdue, We and/or Our Administrator reserve the right to deduct all or any portion of any unpaid amounts from the benefits available under this Plan or to require payment of the entire remaining unpaid balances prior to fulfilling the claim. Any failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions. The maximum limit of liability per claim under this Plan is set forth in Your Coverage Details. Each claim is subject to a Service Fee for the applicable service in the amount set forth in Your Coverage Details. Coverage is limited to the per claim limit per 12-month period set forth in Your Coverage Details. We shall be liable only for the lesser of the following amounts: (1) The actual cost to repair a Covered Device; or (2) the maximum limit of liability per claim set forth in Your Coverage Details, in each instance less the amount of the applicable Service Fee. For clarity, a Settlement is considered the equivalent of a replacement device, and the maximum limit of liability per claim for a Settlement is less the amount of the Service Fee. **THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE TOTAL PLAN LIMIT OF LIABILITY SET FORTH IN YOUR COVERAGE DETAILS FOR ALL COVERED DEVICES UNDER ANY CIRCUMSTANCES.**

## D. WHAT IS NOT COVERED

This Plan does not cover the following:

1. Damage to the Covered Device resulting from any cause other than normal and customary use, storage and operation in accordance with the manufacturer's specifications and owner's manual;
2. Damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind;
3. Covered Devices disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any claim;
4. A Covered Device whose serial number has been altered or removed, or is illegible;
5. A Covered Device that is fraudulently described or materially misrepresented;
6. Theft or loss of a Covered Device;
7. Any ancillary/peripheral equipment attached to or used in connection with the Covered Device, or for operation of the Covered Device with any ancillary/peripheral equipment;
8. Preventative maintenance;
9. Damage resulting from normal wear and tear;
10. Cosmetic damage not affecting the functionality of the Covered Device;
11. Damage caused by recklessness, abuse, willful or intentional acts of conduct, or any use of the Covered Device in a manner inconsistent with the use for which it was designed, intended or advised by the original equipment manufacturer or that would void such manufacturer's warranty;
12. Equipment provided to You while the Covered Device is being serviced;
13. A Covered Device purchased for resale or for professional or commercial use; or has been rented, leased or borrowed; or a Covered Device that has been received as part of a pre-paid plan;
14. Damage that occurs either while the Covered Device is in storage or in the course of transit, delivery, or redelivery, other than when located at Our designated repair facility;
15. Damage resulting from any external cause including, but not limited to, fire; flood; earthquake; vermin; radioactive contamination; war, invasion, rebellion or insurrection; confiscation; risk of contraband; illegal activity; or Damage from inherent product defect;
16. Damage covered under a warranty issued by a manufacturer, distributor or seller;
17. Consequential, incidental, special or indirect damages or losses including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
18. Pre-existing conditions of the Covered Device if You purchased this Plan after You purchased the Device;
19. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within a Covered Device as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
20. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within a Covered Device, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

## E. TRANSFER OF PLAN

This Plan may not be transferred under any circumstances.

## F. PLAN TERM AND RENEWAL

1. Plan coverage begins on the Coverage Start Date set forth in Your Coverage Details and continues, unless cancelled or non-renewed, through the Term of this Plan. **COVERAGE UNDER THE INITIAL TERM OF THIS PLAN IS SUBJECT TO THE WAIT PERIOD SET FORTH IN YOUR COVERAGE DETAILS. THE WAIT PERIOD BEGINS ON THE PLAN PURCHASE DATE. NO SERVICE WILL BE PROVIDED DURING THE WAIT PERIOD.**

2. THIS PLAN IS AVAILABLE AS EITHER A MONTHLY PLAN OR A FIXED-TERM PLAN. YOUR PLAN TERM AND MONTHLY PAYMENT AMOUNT OR TOTAL PLAN PRICE, AS APPLICABLE, IS SET FORTH IN YOUR COVERAGE DETAILS. FOR FIXED-TERM PLANS, IN CERTAIN CASES YOU MAY BE PERMITTED, AT OUR SOLE AND EXCLUSIVE DISCRETION, TO PAY YOUR TOTAL PLAN PRICE ON AN INSTALLMENT BASIS. SHOULD YOU SUFFER A MECHANICAL FAILURE COVERED BY THIS PLAN AT A TIME WHEN THERE ARE UNPAID INSTALLMENT PAYMENT AMOUNTS DUE FROM YOU, WHETHER OR NOT SUCH PAYMENTS ARE DUE OR OVERDUE, WE RESERVE THE RIGHT TO DEDUCT ALL OR ANY PORTION OF ANY UNPAID AMOUNTS FROM THE BENEFITS AVAILABLE FOR SUCH CLAIM, OR TO REQUIRE PAYMENT OF THE ENTIRE REMAINING UNPAID BALANCES PRIOR TO PROVIDING THE BENEFITS AVAILABLE AS WE DEEM NECESSARY. OUR FAILURE TO EXERCISE ANY SUCH RIGHT ON ONE OCCASION SHALL NOT BE DEEMED A WAIVER OF SUCH RIGHT ON OTHER OCCASIONS.
3. IF AUTORENEW IS IDENTIFIED AS “NO” IN YOUR COVERAGE DETAILS, YOUR PLAN WILL EXPIRE ON THE COVERAGE EXPIRATION DATE IDENTIFIED IN YOUR COVERAGE DETAILS.
4. IF AUTORENEW IS IDENTIFIED AS “YES” IN YOUR COVERAGE DETAILS, BOTH MONTHLY TERM AND FIXED-TERM PLANS WILL AUTOMATICALLY RENEW PURSUANT TO THE TERMS HEREIN UNLESS NONRENEWED PURSUANT TO SECTION F.5 BELOW. THERE IS NO MINIMUM PURCHASE OBLIGATION AND YOU ARE FREE TO CANCEL AT ANY TIME. UNLESS YOU CANCEL YOUR PLAN BY FOLLOWING THE INSTRUCTIONS SET FORTH IN SECTION G.1 BELOW, THIS PLAN WILL AUTOMATICALLY RENEW AND WE WILL CHARGE THE PAYMENT METHOD ON FILE FOR EITHER THE MONTHLY PAYMENT AMOUNT, TOTAL PLAN PRICE, OR INSTALLMENT PAYMENT AMOUNT, AS APPLICABLE. FOR MONTHLY TERM PLANS, YOU WILL AUTOMATICALLY BE RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AT THE THEN-CURRENT PREVAILING MONTHLY PLAN RATE. WE WILL NOTIFY YOU IN WRITING SIXTY (60) DAYS PRIOR TO ANY CHANGE TO THE MONTHLY PLAN PREVAILING RATE OR THE TERMS OF YOUR PLAN. FOR FIXED-TERM PLANS, YOU WILL AUTOMATICALLY BE RENEWED FOR A PERIOD EQUIVALENT TO THE INITIAL TERM AT YOUR CURRENT COVERAGE LEVEL AT THE THEN-CURRENT PREVAILING FIXED-TERM PLAN RATE. WE WILL NOTIFY YOU IN WRITING THIRTY (30) DAYS PRIOR TO YOUR RENEWAL DATE IF YOUR FIXED-TERM PLAN RATE OR ANY RENEWAL TERMS HAVE CHANGED.
5. WE MAY NONRENEW THIS PLAN BY NOTIFYING YOU IN WRITING OR ANY OTHER METHOD PERMITTED BY LAW THIRTY (30) DAYS PRIOR TO THE DATE OF NONRENEWAL.

#### **G. CANCELLATION (SEE SECTION I FOR STATE SPECIFIC DETAILS)**

1. YOU MAY CANCEL THIS PLAN FOR ANY REASON AT ANY TIME. TO CANCEL THE PLAN, YOU MAY FILE YOUR CANCELLATION REQUEST VIA OUR

**ADMINISTRATOR'S ONLINE PORTAL AT  
SELFSERVICE.BOLTINSURANCE.COM OR BY CONTACTING THE  
ADMINISTRATOR AT THE EMAIL ADDRESS LISTED ON YOUR COVERAGE  
DETAILS.**

2. If You cancel this Plan within thirty (30) days of the Plan Purchase Date, You will receive a 100% refund of the Total Plan Price paid less Our Service Costs.
3. If You cancel this Plan after thirty (30) days from the Plan Purchase Date:
  - a) If You have a Fixed-Term Plan, You will receive a pro rata refund of the Total Plan Price paid by You, less Our Service Costs and less an administrative fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Total Plan Price, whichever is less.
  - b) If You have a Fixed-Term Plan with Installment Payment Amounts, Your Plan will continue through the end of the month for which Your last Installment Payment Amount was paid and You will not be charged again. You will not receive a refund.
  - c) If You have a Monthly Plan, Your Plan will continue through the end of the month for which Your last Monthly Payment Amount was paid and You will not be charged again. You will not receive a refund.
4. The cancellation of a Plan containing multiple Covered Devices, cancels coverage on ALL Covered Devices previously covered by the Plan.
5. We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. If We cancel this Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Total Plan Price or Monthly Payment Amount(s) paid by You.
6. **NOTICE:** If You have not paid an Installment Payment Amount or Monthly Payment Amount that is due, Your Plan may be cancelled by Us effective as of the last day of the month in which the last Installment Payment Amount or Monthly Payment Amount was paid. If You cancel this Plan during a time in which there are unpaid Installment Payment Amounts or Monthly Payment Amounts due from You, regardless of whether such Installment Payment Amounts or Monthly Payment Amounts are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Installment Payment Amounts or Monthly Payment Amounts, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Monthly Payment Amounts or Installment Payment Amounts. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

## **H. PARTIES AND DEFINITIONS**

**“We,” “Us” and “Our”** refer to the Obligor listed on Your Coverage Details.

**“Accidental Damage”** refers to accidental damage from handling (ADH), defined as cracked screens and damage from drops, liquid spills, or other similar events associated with the handling and use of the Covered Device.

**“Administrator”** refers to Bolttech Device Protection Services LLC.

**“Cosmetic Damage”** includes minor abrasions, scuffs, scrapes, dints, scratches, chips, and other superficial damages that do not fully break through, separate, or penetrate a Covered Device's display screen or casing and do not impact the Covered Device's functionality. Cosmetic Damage is not a cracked screen.

“**Coverage Details**” refers to the page preceding Your Plan that is headed “Coverage Details” at the top of the page and lists information regarding this Plan, including without limitation, Your name, plan number, Your Residence address, Total Plan Price, and Service Fee.

“**Covered Device**” refers to each cellular telephone that is enrolled in an active subscription plan from a wireless carrier and is tied to Your Residence address listed on the Coverage Details.

“**Fixed-Term Plan**” refers to a Plan with a Term of coverage set forth on the Coverage Details that is greater than one (1) month.

“Installment Payment Amount” means the periodic installment billing authorized by Us for a Fixed-Term Plan, which, when identified on Your Coverage Details, You will be permitted to use to pay for Your coverage under a Fixed-Term Plan.

“**Malfunction**” refers to failure of the Covered Device to function under normal operating conditions in accordance with the manufacturer’s specifications and owner’s manual due to operational or structural failure caused by a defect in materials or workmanship or dust/internal overheating/internal humidity/condensation.

“**Monthly Payment Amount**” refers to the amount listed on Your Coverage Summary that You must pay each month to receive coverage under this Plan, not including any applicable taxes required to be collected.

“**Monthly Plan**” refers to a Plan with a Term of coverage set forth on the Coverage Details that is one (1) month and that auto-renews for successive one (1) month coverage Terms in accordance with Section F.

“**Obligor**” refers to the party set forth on the Coverage Details who is contractually obligated to provide service under this Plan.

“**Plan Purchase Date**” refers to the date that You submitted Your Total Plan Price for processing by Us or the Administrator.

“**Residence**” refers to the single household located at the residential address listed on Your Coverage Details.

“**Salvage Device**” refers to a Covered Device that has been replaced by Us or the Administrator as part of the claim process.

“**Service Costs**” refer to any costs incurred by Us for access, diagnosis, repair and/or replacement during the Term of Your Fixed-Term Plan or, in the case of Monthly Plans, each respective 12-month period beginning on the Plan Purchase Date or Your coverage Start Date (whichever is later) or its anniversary.

“**Service Fee**” refers to the amount listed on Your Coverage Details for either a Repair Service Fee or Replacement Service Fee, as applicable, that You will have to pay to the Administrator when You make a request for service, not including any applicable taxes required to be collected.

“**Settlement**” refers to the method of fulfillment of a claim in lieu of repair or replacement of Your Covered Device. Examples include, but are not limited to, check, gift card, and/or store credit.

“**Term**” refers to the period of time during which Your Plan is in effect as specified in the Coverage Details, whether a Fixed-Term Plan or a Monthly Plan.

“**Total Plan Price**” refers to the price You paid for this Plan at time of purchase, not including any applicable taxes required to be collected. For Monthly Plans, the Total Plan Price is the same as Your Monthly Payment Amount. For Fixed-Term Plans with Installment Payment Amounts, the Total Plan Price is the total cost of the Plan for the Term which You will pay by making all required Installment Payment Amounts.

“**You**” or “**Your**” refers to the Plan holder(s) listed on the Coverage Details page.

## I. MISCELLANEOUS STATE PROVISIONS

The following additional terms and conditions apply only if You reside in a state indicated below and shall govern only to the extent of any express conflict with a provision above.

### 1. CANCELLATION

- a. Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Massachusetts, Minnesota, Missouri, New Jersey, Nevada, New Mexico, New York, South Carolina, Texas, Virginia, Wisconsin and Wyoming: A 10% penalty per month must be added to



a refund that is not paid or credited to You within 45 days (30 days for Alabama, California and New York, 60 days for New Mexico) after the cancellation of this Plan.

- b. Arizona: If Your written notice of cancellation is received prior to the expiration of the Monthly Term, We will not deduct the cost of any claims that have been paid or repairs that have been made. If Your notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata Total Plan Price, less any benefits paid and an administrative fee of twenty-five dollars (\$25.00) or not to exceed ten percent (10%) of the Total Plan Price gross amount You paid for this Plan, whichever is less.
- c. California: Within the first 30 days after receipt of the Plan, You may cancel the Plan and be refunded the full amount of the Total Plan Price paid; *provided that* You provide Us with written notice of cancellation and no claims have been made against the Plan. If a claim has been made against the Plan within the first 30 days after receipt of the Plan, a pro rata refund will be made to You, based in Our sole discretion on either elapsed time or the retail value of any service performed; *provided that* You provide Us with written notice of cancellation. After the first thirty (30) days after receipt of the Plan, a pro rata refund will be made to You, based in Our sole discretion on either elapsed time or the retail value of any service performed; *provided that* You provide Us with written notice of cancellation.
- d. Colorado: The administrative fee permitted under Section **G.3.a** above will not exceed 10% of the Total Plan Price.
- e. Connecticut: You may cancel this Plan if You return all covered Devices or all covered Devices are sold, lost, stolen, or destroyed. If We cancel this Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination other than for non-payment, material misrepresentation by You, or a substantial breach of duties by You.
- f. District of Columbia: If You cancel after 30 days, or if You cancel after a claim is has been made, any refund will be reduced by the amount paid in connection with the claim. If we cancel for any reason other than nonpayment, We will refund 100% of the unearned pro-rata provider fee, less any claims paid. If We cancel this Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 5 days prior to termination other than for non-payment, material misrepresentation by You, or a substantial breach of duties by You.
- g. Florida: In the event You cancel this Plan, We will provide you a refund of 90% of the unearned pro-rata premium less any claims paid. If We cancel this Plan, We will provide a refund of 100% of the unearned pro-rata premium less claims paid.
- h. Georgia: If you cancel this Plan after the first thirty (30) days from the Plan Purchase Date, You will receive a refund of 100% of the unearned pro-rata Total Plan Price, less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Total Plan Price, regardless of the reason for cancellation. We reserve the right to cancel this Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. You will receive a refund of the unearned pro-rata Total Plan Price, less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Total Plan Price. The notice of cancellation will include the reason and the effective date of cancellation.
- i. Illinois: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Total Plan Price, less an administrative fee not to exceed the lesser of ten percent (10%) of the Total Plan Price or fifty dollars (\$50.00); or (b) at any other time and receive a pro-rata refund of the Total Plan Price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the administrative fee not to exceed the lesser of (10%) of the Total Plan Price or fifty dollars (\$50.00).
- j. Nevada: You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase and You have not made a claim under this Plan, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining, less an cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Total Plan

Price, whichever is less. This right to void this Plan is not transferable and applies only to the original Plan purchaser. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the term or one year after the effective date of this Plan, whichever occurs first except for: (a) failure to pay by You any amount under this Plan when due; (b) Your conviction of a crime which results in an increase in the service required under this Plan; (c) discovery of fraud or material misrepresentation by You in obtaining this Plan, or in presenting a claim under this Plan; or, (d) Your act or omission, or Your violation of any condition of this Plan, the discovery of which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan. Cancellation of this Plan as permitted hereunder is effective 15 days after We mail the cancellation notice to You. In the event of cancellation, You will be provided a pro-rata refund less any outstanding balance on Your account. If we cancel this Plan, we will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Plan.

- k. New Mexico: If this Plan has been in force for a period of 70 days, We may not cancel before the expiration of the term or one 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 the Plan; (4) You commit any act, omission, or violation of any terms of the Plan after the effective date of this Plan which substantially and materially increase the service required under the Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of the Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.
- l. North Carolina: We will not cancel this Plan except for failure to pay the Total Plan Price.
- m. Oklahoma: In the event You cancel this Plan, return of the Total Plan Price will be based upon 90% of the unearned pro-rata Total Plan Price less the actual cost of any service provided under this Plan. In the event We cancel this Plan, return of Total Plan Price will be based upon 100% of unearned pro-rata Total Plan Price less the actual cost of any service provided under this Plan.
- n. Wisconsin: The administrative fee permitted under Section **G.3.a** will not exceed 10% of the gross amount which You paid for this Plan. In the event of a total loss of property covered by this Plan that is not covered by a replacement of the property pursuant to the terms of this Plan, You shall be entitled to cancel this Plan and receive a pro rata refund of any unearned Total Plan Price, less any Service Costs. This Plan shall be non-cancelable by Us except for nonpayment of the Total Plan Price, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to a Covered Device or its use. If this Plan is canceled by Us for any reason other than nonpayment, We will refund to You 100% of the unearned pro rata Total Plan Price, less the actual cost of any service provided under this Plan. If this Plan is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation.
- o. Wyoming: If this Plan is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by You.

## 2. OTHER MISCELLANEOUS STATE PROVISIONS

- a. California, New Mexico, North Dakota, Tennessee, Virginia and Vermont: **YOUR AFFIRMATIVE CONSENT AND AGREEMENT TO OPT-IN TO THE TERMS DESCRIBING THE AUTOMATIC RENEWAL OF THIS PLAN AS SET FORTH IN SECTION F HAS BEEN OBTAINED DURING THE PURCHASE OF YOUR PLAN. YOUR PAYMENT OF EACH MONTHLY PAYMENT AMOUNT, TOTAL PLAN PRICE, OR INSTALLMENT PAYMENT AMOUNT UPON RENEWAL SHALL CONSTITUTE YOUR CONTINUING ACCEPTANCE OF THESE PLAN TERMS.**



- b. Arizona: Section **D.2** is deleted and replaced with the following: “Damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind while owned by You.” Section **D.18** is deleted and replaced with the following: “This Plan does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known or should reasonably have been known by Us or a person selling this Plan on Our behalf.” You may directly file any complaint with the A.D.I.F.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 Protection Division of the A.D.I.F.I. at 602-364-2499.
- c. Connecticut: This Plan is automatically extended while the Device is being repaired. Resolution of Disputes: If You purchased this Plan in Connecticut and a dispute arises between You and the provider of this Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Plan.
- d. Florida: **The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.** The Service Warranty Association for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 40731, Florida Company Code 48287.  
Georgia: Section **D.18** is amended to include, pre-existing conditions, defects or deficiencies known by You before the Service Plan Effective Date. Section D is amended to include the following statement: “If a claim covered by this Plan is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this Plan is covered by an insurance policy, manufacturer’s warranty or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer’s warranty or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit.”
- e. Michigan: If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.
- f. Nevada: If You are not satisfied with the manner in which We are handling Your claim under this Plan, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.
- g. New Jersey: If You are a resident of New Jersey: This is not an insurance policy. Our obligations under this Plan are guaranteed under a reimbursement insurance policy issued by Hornbeam Insurance Company, 471 West Main Street, Louisville, Kentucky 40202, 1-833-637-0114. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Hornbeam Insurance Company.
- h. New Mexico: This service contract is insured by Lexington National Insurance Corporation. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.
- i. North Carolina: 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 Plan prior to the expiration of the monthly term for non-payment by You or for violation of any of the terms and conditions of this Plan.
- j. Oklahoma: The Service Warranty Association for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 40731, License Number 516888082. This Plan is not issued by the manufacturer or wholesale company marketing the product. This Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement

statutes do not apply to commercial use references in Plan contracts. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that this Plan is a Monthly Plan, this Plan will not expire while a Device is being repaired.

- k. South Carolina: In the event of a dispute with the provider of this Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Plan is not an insurance contract.
- l. Tennessee: This Plan is automatically extended while the Device is being repaired.
- m. Virginia: If any promise made in this Plan has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.
- n. Wisconsin: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The term "Plan" in these terms and conditions shall be understood to mean "Service Contract." No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or preexisting conditions that occur prior to the Coverage Start Date.**