

## Plan Terms and Conditions

This Plan is a legal contract. By purchasing this Plan, You understand it is a contract and acknowledge that You had the opportunity to read the following terms and conditions and applicable state variations. Unless revised by Us with at least thirty (30) days advance written notice to You, this Plan and the State Variations, along with the Purchase Confirmation, set forth the entire contract between You and Us. No representation, promise or condition outside of this Plan shall modify these terms. This is not a contract of insurance.

- I. **What is Covered:** This Plan covers replacement of Your Product(s) in the event Your Product experiences a Breakdown or ADH which is not covered by an insurance policy, manufacturer's or limited warranty and/or other plan during the Coverage Term. Coverage for ADH begins on the Coverage Start Date. Coverage for a Breakdown of Your Covered Product begins on the expiration of any manufacturer's or limited warranty for Your Covered Product. Under this Plan, You are entitled to make [number of claims] claim[s] during each twelve (12) month period during the Term, up to a maximum allowance of [number of claims] approved claims during the Term. The initial twelve (12) month period begins on the Coverage Start Date and each subsequent twelve (12) month period begins on the anniversary of the Coverage Start Date. Depending on the failure circumstances, We will, at Our or Our Administrator's discretion either:
- Replace Your Product once during each twelve (12) month period of Your Term with a product of like kind, quality and functionality, up to the Limit of Liability. If We or Our Administrator choose to replace Your Product:
    - Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
    - At Our discretion, replacement products and parts may be new, refurbished, or of a different color which meet the manufacturer's specifications of the Covered Product or parts; and
    - A Covered Product that is approved for replacement must be returned to Us or Our Administrator at Our shipping expense as instructed to You during the service process within thirty (30) days. The Covered Product We replace becomes Our property, and You hereby assign to Us all rights and benefits of any manufacturer's or limited warranty or other ancillary coverage relating to any Covered Product that We replace. If We do not receive Your original Covered Product within thirty (30) days, You will be billed a Non-Returned Product Fee up to the retail value of the Covered Product; or
  - Provide a Settlement once during each twelve (12) month period of Your Term reflecting the cost of a replacement product of equal features and functionality up to the Limit of Liability. Settlement may be issued in form of a check, gift card or other electronic form of payment.
- **NOTE: Neither We nor Our Administrator are responsible for the loss or deletion of any stored value or data. You are responsible for backing up all stored value or data contained within Your Covered Product.**
- II. **To Obtain Service:** To request service, You must file an online claim at <https://protect.boltinsurance.com/ledger> no later than thirty (30) days from the date of the Breakdown or ADH of Your Product. Alternatively, You may contact the Administrator at the phone number listed on Your Coverage Summary to file a claim if You are unable to access the online claim process.
1. Notice of any Breakdown or ADH must be given to Us via Our Administrator immediately upon discovery and must have occurred during the Coverage Term. Failure to provide requested documentation will result in rejection of Your claim.
  2. We will not provide any services without Our or Our Administrator's prior authorization.
  3. Prior to service being dispatched, the Plan, including any outstanding fees or other amounts, must be paid in full at the time You request service. We reserve the right to require full payment of any unpaid amounts prior to providing any services/benefits under this Plan, at Our sole discretion.
  4. Please note that the Administrator does not provide data transfer service. Therefore, any data in Your Covered Product might be erased. Neither We nor the Administrator are liable for any loss of data suffered by You.
- III. **Limit of Liability:** The Limit of Liability is the maximum amount We will pay for all claims You are entitled to make on a Covered Product during each twelve (12) month period of this Plan. You are entitled to make [number of claims] claim[s] during each twelve (12) month period during the Term, up to a maximum allowance of [number of claims] approved claims during the Term. The initial twelve (12) month period begins on the Coverage Start Date and each subsequent twelve (12) month period begins on the anniversary of the Coverage Start Date. The Limit of Liability for each Covered Product shall be the lesser of the following amounts: (1) The actual cost to replace a Covered Product; or (2) the Settlement amount. Should the amount paid by Us to replace Your Covered Product or provide You with a Settlement reflecting the cost of a replacement Product during the Term reach the Limit of Liability, no further coverage is provided for that Covered Product for the remainder of the current twelve (12) month period during the Term, and the obligations of the Obligor, Seller, and Administrator under this Plan will be deemed fully satisfied by Us for that Covered Product for that twelve (12) month period.

This Plan is also subject to a Total Plan Limit of Liability equal to the sum of the Limits of Liability for each twelve (12) month period during the Term. Once You have reached the total maximum number of approved claims during the Term and We have made the maximum number of approved Covered Product replacements and/or Settlements for all Covered Product(s) during the Term, no further coverage is provided for any Covered Product for the remainder of the Term, and the obligations of the Obligor, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us. **THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE LIMIT OF LIABILITY FOR EACH COVERED PRODUCT OR THE TOTAL PLAN LIMIT OF LIABILITY, IF APPLICABLE, UNDER ANY CIRCUMSTANCES.**

Coverage for a Covered Product is subject to the terms, conditions, exclusions and limits of liability set forth in this Plan. Any failure to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

**IN NO EVENT WILL THE OBLIGOR, PLAN SELLER, OR PLAN ADMINISTRATOR BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST STORED VALUE, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF STORED VALUE, LOSS OF DATA, DOWN-TIME, AND CHARGES FOR TIME AND EFFORT RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.**

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.

**IV. Coverage Period:** Your Coverage Start Date for this Plan is listed on Your Purchase Confirmation. Your Plan expires at the end of the Coverage Term from the date on which it started, unless it is cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with Section III hereof.

**V. What's Not Covered:**

1. Normal wear and tear;
2. Any defect or failure that is or would be covered by the manufacturer's or limited warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise or not), including without limitation natural flaws, inherent design defects, manufacturer's defects, and any pre-existing conditions that occur prior to the Coverage Start Date of this Plan;
3. Willful or Intentional damage;
4. Lost, stolen or irretrievable items, stored value or data;
5. Any Product that is fraudulently described or materially misrepresented;
6. Secondary or collateral damage;
7. Maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
8. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications or alterations, add-on products or accessories, attachments or installation or assembly, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
9. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
10. Damage caused by: any improper care, recklessness, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's specifications and/or instructions;
11. Damage caused by cleaning methods, products or materials;
12. Defects due to the use, installation, assembly or hookup of Your Product;
13. Damage that occurs either while the Covered Product is in storage or in the course of transit, delivery, or redelivery;
14. Claims made under any improperly or incorrectly purchased Plan;
15. Cosmetic Damage;
16. Product(s) used for commercial, educational, rental or industrial use;

17. **Product(s) with removed or altered serial numbers;**
18. **Damage to computer hardware, software and data or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;**
19. **“No Problem Found” diagnosis, intermittent and non-intermittent issues that are not failures of the Product;**
20. **Any Product that is a demonstration/in-store model, or that is sold “as-is”;**
21. **A Product that is no longer in Your possession; and**
22. **Any failure, damage, repairs or loss that is covered under any other plan, service plan and/or insurance.**
23. **Overheating caused by accumulation of dust, misuse and abuse;**
24. **Any storage media damaged by malfunctioning parts, improper installation or use of storage device.**
25. **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 Product as a result of the malfunctioning or damage of an operating part, or as a result of replacement under this Agreement.**
26. **The loss of, loss of use of, damage to, corruption of, inability to access, inability to manipulate, or any other loss relating to virtual currency of any kind, by whatever name known, whether actual or fictitious, including, but not limited to, digital currency, crypto currency, or any other type of electronic currency.**

**VI. Your Responsibilities:**

1. Purchase the correct Plan for Your Product(s).
2. Retain and provide Us or Our Administrator with a complete copy of proof of purchase, if requested at the time You request service. Failure to provide requested documentation will result in rejection of Your claim.
3. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your request for service will be denied.
4. You are required to pay for Your Plan in full or have paid all required payments/fees that are due.

**VII. The Plan:** These terms and conditions, the State Variations, and the Purchase Confirmation govern the Covered Product’s mechanical and electrical services and accidental damage from handling coverage (“Plan”) We will provide You for the Product(s) identified on Your Purchase Confirmation as having coverage under this Plan (“Covered Product(s)”). The Covered Product(s) does not include any accessories, including any contained in the original Product packaging. Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer’s or limited warranty.

**VIII. Manufacturer’s or Limited Warranty:** This Plan is not, and shall not be deemed to be, a manufacturer’s warranty. Parts and services covered during any applicable manufacturer’s or limited warranty period are the responsibility of the manufacturer or issuer. Your Product(s) may have a labor and/or parts warranty from the manufacturer or limited warranty issuer that may provide additional coverage with this Plan. Review Your manufacturer’s or limited warranty. Nothing in the Plan will limit or discharge any obligations under any manufacturer’s or limited warranty. If Your Covered Product is replaced under any manufacturer’s or limited warranty, Your replacement Product will become the Covered Product under this Plan, provided You contact us to provide Us with any information requested so that We or Our Administrator can properly identify the new product as the Covered Product, including without limitation serial number or purchase order number.

**IX. Transfer of Plan:** This Plan may not be transferred under any circumstances.

**X. Renewal of Plan:** This Plan is not renewable. Coverage ends on the Coverage Expiration Date. We are not responsible for giving You notice of the expiration of Your Plan. Therefore, You may not receive any communication from Us prior to Your Plan expiring.

**XI. Cancellation of Plan:** You may cancel this Plan for any reason at any time by filing Your cancellation request with (i) the Plan Seller of Your Covered Product at <https://support.ledger.com> during the first fourteen (14) days after Your Coverage Start Date or (ii) the Administrator on its online portal at <https://protect.boltinsurance.com/ledger/> or via email at [DeviceProtectionClaims@boltinc.com](mailto:DeviceProtectionClaims@boltinc.com) following the initial fourteen (14) days after Your Coverage Start Date.

- A. If You cancel this Plan within thirty (30) days of the Coverage Start Date, You will receive a 100% refund of the Total Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- B. If You cancel after the first thirty (30) days of the Coverage Start Date, You will receive a pro rata refund of the Payment Amount paid by You, less the actual cost of any service, labor, payments,

reimbursements, replacements, parts, coverages and/or benefits received. The cancellation of a Plan containing multiple Products, cancels coverage on ALL Products previously covered by the Plan.

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 paid by You.

**XII. Insurance: This Plan is not a contract of insurance.** Our obligations under this Plan are guaranteed by a reimbursement insurance policy issued by the Insurer of this Plan, Hornbeam Insurance Company, 471 West Main Suite 302, Louisville, KY 40202, telephone 1-833-637-0114, in the following states: AL, AK, AZ, DE, FL, GA, HI, IA, IN, KS, KY, LA, MD, MI, MS, MT, NE, NV, NJ, NC, ND, NM, OH, OR, RI, SC, SD, TN, TX, UT, WV and WY. In all other states, the Insurer of this Plan is Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, telephone number 888-888-2245. If, within 60 days, We or Our Administrator have not fulfilled 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.

**XIII. Definitions:**

1. **We, Us and Our:** The Obligor, which is listed on the Purchase Confirmation.
2. **Obligor:** The company contractually obligated to provide service under this Plan, which is listed on the Purchase Confirmation.
3. **Administrator** is the entity listed as Administrator on the Purchase Confirmation.
4. **You and Your** means the individual or entity who purchased this Plan.
5. **Accidental Damage from Handling (ADH):** Damage due to drops, spills, or liquid damage associated with the handling and use of Your Product, as intended by the manufacturer. ADH does not provide protection against theft or loss, damage during shipment, or reckless or abusive conduct associated with handling and use of Your Product, Cosmetic Damage and/or other damage that does not affect the functionality of Your Product.
6. **Breakdown:** A mechanical or electrical failure of the Covered Product(s) under this Plan resulting in its failure to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
7. **Cosmetic Damage:** Any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions,
8. **Purchase Confirmation:** The Purchase confirmation email that lists information regarding this Plan, including without limitation, Your name, Plan number, Total Plan Price, Limit of Liability, and Total Plan Limit of Liability.
9. **Limit of Liability:** The maximum limit of liability this Plan will pay during each twelve (12) month period during the Term, as further described in Section III above, up to the Total Plan Limit of Liability.
10. **Coverage Expiration Date:** The last date of coverage under the Plan.
11. **Covered Product(s) or Product(s):** The product(s) or type(s) of product(s) covered by this Plan and listed on Your Purchase Confirmation.
12. **Coverage Start Date:** The date when coverage starts under this Plan. The Coverage Start Date is the date that Your Covered Product(s) are shipped to You.
13. **Coverage Term or Term:** The length of time the Covered Product(s) is eligible for coverage under this Plan, starting on the Coverage Start Date.
14. **Plan:** This is defined in Section VII.
15. **Plan Purchase Date:** The date You purchased this Plan.
16. **Plan Seller:** The Company You purchased the Plan from.
17. **Retail Cost:** The purchase price of the Product(s), exclusive of taxes and fees.
18. **Settlement:** This is the method of fulfillment of a request for service in lieu of replacement. Examples include, but are not limited to, check, gift card, and/or store credit.
19. **Total Plan Limit of Liability:** The maximum total limit of liability this Plan will pay for all approved claims during the Term, as further described in Section III above.
20. **Total Plan Price:** The price You paid for this Plan at time of purchase to fully pay for the Plan.

**XIV. State Variations:**

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

Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Massachusetts, Minnesota, Missouri, New Jersey, Nevada, New Mexico, New York, South Carolina, Texas, Virginia, Washington, 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.

**Alabama:** You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions, and if no claim has been made during this period, the Plan is void and We shall refund to You the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. If You cancel this Plan after twenty (20) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy and less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Total Plan Price, whichever is less. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to you.

**Arizona:** If Your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata 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. We will deny coverage for the reasons set forth in What's Not Covered Section only if these situations occurred while You own the Covered Product. Under the What's Not Covered Section "**Any pre-existing conditions that occur prior to the Coverage Start Date of this Plan**" 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." Section V.10 does not apply to any repair or replacement authorized by the Administrator and made under this Plan.

**California:** For all products other than home appliances and home electronic products, the Cancellation of Plan provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Plan Terms and Conditions, 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 service received. For home appliance and home electronic products, the Cancellation of Plan provision is amended to replace the term Coverage Start Date with "receipt of the Plan." If the Product requires depot repair service, You are responsible for the shipping cost to send the Product to the repair center.

**Colorado:** Any administrative fee for cancellation permitted under this Plan will not exceed 10% of the Total Plan Price.

**Connecticut:** 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. You have the right to cancel this Plan if You return the Product or if the Product is 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.

**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.

**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 47130 , Florida Company Code 48287. 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.

**Georgia:** 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 or limited 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 or limited warranty, or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit of Liability. In the event You cancel this Plan within thirty (30) days, You will receive a refund of 100% of the Total Plan Price less any claims paid. If You cancel this Plan after thirty (30) days, 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. Under the What's Not Covered section, "Any pre-existing conditions that occur prior to the Coverage Start Date of this Plan" is replaced with "Any and all pre-existing conditions known to you that occur prior to the Coverage Start Date of this Plan." and "Damage caused by ...improper equipment modification or alterations" is replaced with "Damage caused by ...improper equipment modifications or alterations made by You or with Your knowledge."

**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 Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan Price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the 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 cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

**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.

**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 a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If the contract has been in effect for seventy (70) days or more, We can only cancel this Plan due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; (4) You fail to pay any amount due; or (5) You are convicted of a crime which results in an increase in the service required under the service contract. Cancellation of this Plan as permitted hereunder is effective 15 days after We mail the cancellation notice to You. If We cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, We will send you a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234.

**New Hampshire:** Cancellation language is amended with the following: You may be charged a cancellation administrative fee of no more than ten (10) percent of the contract price or \$75, whichever is less. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261.

**New Jersey:** **The product being offered 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.** The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

**New Mexico:** You may return this Plan within twenty (20) days of the date this Plan was mailed to You, or within ten (10) days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. If You cancel this Plan thereafter, You will be refunded the remaining days of coverage on a pro-rated basis, less costs for service performed and an administrative fee not to exceed ten percent (10%) of the Plan Price. This Plan is insured by Hornbeam Insurance Company. If the Plan Provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit your claim to 471 West Main Street, Suite 302, Louisville, KY 40202, telephone 1-833-637-0114. 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 (year, whichever occurs first, unless: (a) You fail to pay any amount due; (b) You are convicted of a crime which results in an increase in the service required under the Plan; (c) You engage in fraud or material misrepresentation in obtaining this Plan; (d) 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 (e) 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 .If

You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

**New York:** You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to You at the time of sale or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and We shall refund to You the full purchase price of the Plan.

**North Carolina:** We will not cancel this Plan except for failure to pay the Total Plan Price. The purchase of this Plan is not required either to purchase or to obtain financing for the product.

**Oklahoma:** The Service Warranty Association for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 47130, 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 Covered Product is being repaired. 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.

**Oregon:** There is no deductible or service fee applicable to this Plan.

**South Carolina:** To prevent any further damage, please refer to the owner's manual. 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.

**Tennessee:** This Plan is automatically extended while the Covered Product is being repaired.

**Texas:** 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 any claims paid and a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If You purchased this Plan in Texas, unresolved complaints concerning a provider or registrations concerning the registration of a Service Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (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 the provider. The provider of this Plan is Ironwood Warranty, LLC, TDLR registration number [SCP 795].

**Utah:** Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Cancellation: We can cancel this Plan during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Plan by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at your last known address and contain all of the following: (1) the Plan number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within twenty-four (24) hours after You report Your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Plan will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

**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.

**Washington:** The obligor of this Plan is Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094, telephone number 888-888-2245. If We cancel this Plan for any reason, We must mail You written notice of

such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation.

**Wisconsin:** The term "Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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 pre-existing conditions that occur prior to the Coverage Start Date. This Service Contract may be cancelled by Us for nonpayment of the Total Plan Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Product(s) or their use. We will send written notice of cancellation to Your current address in Our file (email or physical address as applicable) at least five (5) days prior to cancellation, including the reason and the effective date of cancellation. If We cancel this Service Contract for a reason other than nonpayment of the Total Plan Price, You will be refunded 100% of the unearned Total Plan Price, less any claims paid. If We cancel this Service Contract for nonpayment of the Total Plan Price, We reserve the right to deduct any or the entire portion of any such unpaid amounts plus any claims paid from Your refund, if any. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us. The Administrator of this Service Contract is Bolttech Device Protection Services LLC, 555 North Point Center East, Suite 650, Alpharetta, GA 30022, telephone 1-855-577-6432, email DeviceProtectionClaims@boltinc.com.

**Wyoming:** This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us (a) within 20 days after the date We have mailed the Plan to You, (b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If We cancel this Plan for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.