

Electronics Bundle Plan Terms & Conditions

These Terms and Conditions are a legal contract that describes the terms and conditions of Your Electronics Bundle Plan. These Terms and Conditions, together with Your Declaration of Coverage and any applicable State Variations, constitutes the entire legal agreement between You and Us ("Plan"). Please read Your entire Plan document carefully so that You fully understand Your coverage under this Plan. No other written or oral modifications are valid.

1. DEFINITIONS:

"We", "Us" and "Our" shall mean the Obligor, which is listed on the Coverage Summary.

"Administrator" is the entity listed as Administrator on the Coverage Summary.

"You", "Your" means the individual or entity who purchased this Plan or the individual or entity to whom this Plan was transferred in accordance with these terms and conditions.

Breakdown: Failure of the Covered Product(s) under this Plan to perform its fundamental operation(s) in normal service, as defined by the manufacturer.

Coverage Amount: The maximum Limit of Liability this Plan will pay in authorized repairs for each Covered Product and/or the Total Plan Limit of Liability during a rolling twelve (12) month period as set forth on the Coverage Summary and further described in Section 7 below.

Covered Product(s) or Product(s): The product(s) or type(s) of product(s) located at the residential address listed on Your Coverage Summary and identified in Your Coverage Summary as covered by this Plan.

Coverage Start Date: The date when coverage starts under this Plan. The Coverage Start Date is the latter of the Plan Purchase Date or the date following the completion of any Wait Period and/or manufacturer's warranty, unless otherwise stated.

Coverage Term or Term: The length of time Your Plan is in effect and Your Covered Product(s) is eligible for coverage, beginning on the Plan Purchase Date and continuing on a month-to-month basis unless cancelled or nonrenewed.

Coverage Type: This defines the level of coverage You purchased.

Coverage Summary: The document that summarizes Your Covered Product(s), Coverage Term, Coverage Start and Expiration Dates, along with any Service Fee, Wait Period, limits, and/or other coverage terms specific to Your Plan.

Monthly Payment Amount: This is the monthly amount listed on Your Coverage Summary that You must pay to receive coverage under this Plan.

Plan Purchase Date: The date You purchased this Plan.

Plan Seller: The company You purchased the Plan from.

Service Fee: The applicable service charge to be paid by You per claim, as defined in the Coverage Summary.

Settlement: This is the method of fulfillment of a Service Request in lieu of repair or replacement. Examples include, but are not limited to, check, gift card, and/or store credit.

WAIT PERIOD: IF LISTED ON YOUR COVERAGE SUMMARY, THIS IS THE AMOUNT OF TIME BETWEEN THE PLAN PURCHASE DATE AND THE COVERAGE START DATE. IF DURING THE WAIT PERIOD A PRE-EXISTING CONDITION RENDERS THE ITEM INELIGIBLE FOR COVERAGE, WE WILL CANCEL YOUR PLAN AND PROVIDE YOU WITH A FULL REFUND OF THE PLAN PRICE.

2. COVERAGE TERM:

The Term and Monthly Payment Amount for this Plan begins on the Plan Purchase Date and continues on a month-to-month basis unless cancelled. **There is a thirty (30) day waiting period after the Plan Term begins before coverage becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY- ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN.** If this Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date. In the event your Covered Product is being serviced by Us when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and the Covered Product has been delivered to You.

3. YOUR RESPONSIBILITIES:

Properly maintain, inspect, store, care (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 against any further damage. If We determine that any loss or damage has occurred as a direct result of You not performing any of the foregoing, Your claim will be denied.

4. COVERAGE TYPE:

Your Plan Coverage Type for Your Covered Product(s) is listed on your Coverage Summary and may include one or several of the following:

Mechanical/Electrical (ME): Breakdown of integral electrical and mechanical components.

Power Surge (PS): If Your Product requires electrical power and is plugged into a power surge protection device, this Plan covers parts and labor due to failure of Your Product as a result of power surge, as determined by Us.

Accidental Damage from Handling (ADH): Protection for 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, loss, and 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.

Cracked Screen Repair (CSR): Coverage is limited to cost to repair cracked screen only with per claim limitation provided on the Coverage Summary.

5. WHAT IS COVERED

This Plan will cover the cost of repairs and/or replacements of the Product(s) listed on the Coverage Summary up to the Coverage Amount with the corresponding Service Fee. In the event Your Product experiences a Breakdown which is not covered by an insurance policy, manufacturer's warranty and/or other plan, We will, at Our discretion:

- 1) Repair Your Covered Product, at Our discretion, on-site, via mail-in or at local repair service. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly;
- 2) Replace Your Covered Product with a replacement product. If We choose to replace Your product:
 - Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
 - Replacement products and parts may be new or refurbished, at Our discretion, which meet the manufacturer's specifications of the Covered Product or parts; and
 - Covered Products and parts which are replaced become Our property except where prohibited by law;
- 3) Reimburse You for authorized repairs to the Covered Product; or
- 4) Provide a Settlement reflecting the cost of a replacement product, as determined by Us, based on its replacement value, age, and condition of the Covered Product, as determined by Us, immediately prior to the breakdown, up to the Coverage Amount.

NOTE: For electronics with an Operating System, You are responsible for backing up all computer software and data. Repairs may result in the deletion of software and data. We are not responsible for any lost data.

A. ALL PRODUCTS:

Unless otherwise noted in the Coverage Summary, this Plan covers all products within a single household located at the residential address listed on Your Coverage Summary as covered by this Plan. In order for Your mobile device to be eligible for coverage under this Plan, the mobile device(s) must be enrolled in an active subscription plan from a wireless carrier that is tied to Your address listed on the Coverage Summary.

Coverage for defective pixels will match the manufacturer's warranty. In the absence of a manufacturer's dead pixel policy We will cover six (6) or more defective pixels for displays up to 17" and eight (8) or more defective pixels for displays greater than 17".

B. HOME OFFICE:

Covered desktops and laptops (collectively referred to as "PC" or "PCs"). Each PC can include one (1) of each of the following accessories: an associated printer, external monitor, external desktop speaker, mouse, keyboard, external hard drive, and router.

PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS.

Tablets. Tablets eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS.

C. SMART HOME SYSTEMS:

Covered Smart Home products must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.

6. HOW TO MAKE A CLAIM:

In the event your Covered Product(s) experiences a Breakdown, please contact the Administrator listed on Coverage Summary. Notice

of a Breakdown must be given to Us immediately upon discovery and must have occurred during the Coverage Term. We will not pay for any services or parts provided without Our prior authorization. Depending on Your Product, We may, at Our discretion, require You to submit pictures audio and/or video of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim.

You are responsible to pay a Service Fee for each claim as noted on Your Coverage Summary. The Service Fee must be paid and received of advance of service being provided.

For mobile phones: A mobile phone carrier bill from current month demonstrating active subscription plan tied to Your address listed on the Coverage Summary is required for a claim to be setup.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

Covered product model and serial number information is not required prior to filing a claim, however once a claim is filed and fulfilled on a single product that product information will be applied under the appropriate Covered Product(s) listed on your Coverage Summary.

7. LIMIT OF LIABILITY

- a) **PER CLAIM LIMIT:** The maximum amount We will pay for any single claim on a Covered Product as shown on the Coverage Summary. Our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs; or (iv) the replacement value of the Covered Product, as determined by Us, up to the per claim limit of this Plan.
- b) **AGGREGATE CLAIM LIMIT:** The maximum amount We will pay for all claims on any single Covered Product in any twelve (12) month rolling period, as shown on the Coverage Summary. The twelve (12) month rolling period begins on the date of Your first claim. Should the amount paid by Us for authorized repairs, parts, and other coverage and benefits for any individual Covered Product reach the aggregate claim limit on a Covered Product or if We replace Your Covered Product or provide You with a Settlement reflecting the replacement value of the Covered Product, as determined by Us, no further coverage is provided for that Covered Product for the remainder of the twelve (12) month rolling period, and the obligations of the Obligor, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us for the Covered Product.
- c) **TOTAL PLAN LIMIT OF LIABILITY:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period as shown on the Coverage Summary. Should the total amount paid by Us for authorized repairs, parts, and other coverage and benefits for all Covered Product(s) reach the Total Plan Limit of Liability during the twelve (12) month rolling period, no further coverage is provided for any Covered Product, and the obligations of the Obligor, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us. **OUR LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE LIMIT OF LIABILITY FOR EACH COVERED PRODUCT OR THE TOTAL PLAN LIMIT OF LIABILITY UNDER ANY CIRCUMSTANCES.**
- d) If you meet or exceed the Aggregate Claim Limit for a single Covered Product or the Total Plan Limit of Liability and a Covered Product(s) requires additional repairs, We may be able to provide You with information on how to get the Product(s) repaired; however, We will not be responsible for any costs related to these repairs. A covered claim will apply to Your Aggregate Claim Limit and Total Plan Limit of Liability for twelve (12) months after the claim is completed, at which point that claim will roll off Your account and that claim or the associated costs will be added back to Your available Aggregate Claim Limit and Total Plan Limit of Liability balance.
- e) If You terminate this Plan and re-enroll at a later date or make changes to Your Plan, the cost of any claims made within twelve (12) months under this Plan will apply to the Aggregate Claim Limit and Total Plan Limit of Liability of the new or changed Plan.
- f) 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 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 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.

8. WHAT IS NOT COVERED:

- A. Except as otherwise provided, normal wear and tear that does not result in a failure of the Covered Product to function properly;
- B. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Plan;

- C. Natural flaws or inherent design or manufacturer's defects;
- D. Intentional damage;
- E. Lost, stolen, or irretrievable items;
- F. Any Product that is fraudulently described or materially misrepresented;
- G. Secondary or collateral damage;
- H. 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;
- I. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, 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;
- J. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, oils or similar, such as hair and body oils, perspiration, or darkened bodily contact areas;
- K. Damage caused by: any improper care, negligence, 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 warranty;
- L. Damage caused by cleaning methods, products or materials;
- M. Defects due to the installation, assembly or hookup of Your Product;
- N. Damage caused by transit, delivery, redelivery, removal, or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- O. Claims made under any improperly or incorrectly purchased Plan;
- P. Except as otherwise provided, "cosmetic damage," defined as 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;
- Q. Television or personal computer monitor screen imperfections,, including "burn-in";
- R. Damage caused by contact with any human or animal bodily fluids and biohazardous materials or liquids;
- S. Accidental damage or liquid damage of any kind, unless ADH coverage was offered and purchased as part of Your Plan;
- T. Projector or rear projection TV bulbs;
- U. Consumer replaceable or consumable batteries;
- V. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
- W. Product used for heavy commercial, educational, rental or industrial use;
- X. Product(s) with removed or altered serial numbers;
- Y. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- Z. Damage to 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;
- AA. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
- BB. A Product that is no longer in Your possession;
- CC. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance;
- DD. Products that are not owned by You, leased and rented products, or products that are not customarily located in Your specific residence;
- EE. Covered Products located outside the United States; and
- FF. Products that do not have administrator's permissions. Covered products must be able to upload and download software.

9. NO LEMON POLICY:

If three (3) unique Breakdowns (unique claim numbers issued for each Breakdown) have been completed on an individual Covered Product for the same Breakdown on the same part(s) (identical part), and that Covered Product requires a fourth (4th) repair, with a new claim number, for the same Breakdown on the same part (s) (identical part) within a rolling twelve (12) month period, as determined by Us, We will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide You a Settlement with a value equivalent to the original purchase price of the product. No further coverage is provided for that Covered Product for the remainder of the twelve (12) month rolling period, and the obligations of the Obligor, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us for the Covered Product.

1. You must accept the Settlement offer within 90 days from the date of our No Lemon Policy authorization.

2. The following services do not qualify as a repair for purposes of determining the No Lemon Policy: ADH Coverage repairs and replacements; parts and service covered under the manufacturer's warranty or by a manufacturer's recall; preventative maintenance; cleanings; troubleshooting and diagnosis; any technical support services in relation to computer software-related issues; virus and/or spyware damage/removal; a valid no-fault-found determination; customer education; or accessory repairs/replacements (e.g., ice makers, chargers, disposable batteries).

10. SERVICE FEE:

A Service Fee applies to this Plan if listed on Your Coverage Summary. The Service Fee must be paid and received, as applicable, in advance of service being provided.

11. CHANGES TO THIS PLAN:

We may change the Monthly Payment Amount, Administrator, Insurer, or terms and conditions from time to time upon thirty (30) days written notice to You. Such notice may be provided as in a separate mailing or email or by any other reasonable method. If You do not agree to the modified charges or terms of the agreement, You may cancel the Plan by notice to the Plan Administrator at any time in accordance with these Terms and Conditions. The payment of applicable charges by You, or a request for service under the Plan, after receiving such notice of a change in the charges or other terms and conditions of the Plan, will be deemed to be assent by You to the change(s) in the charges, terms or conditions.

12. RENEWAL; CANCELLATION; TRANSFER:

- A. **THIS PLAN IS AVAILABLE SOLELY AS A MONTHLY PLAN. YOUR PLAN TERM AND MONTHLY PAYMENT AMOUNT ARE SET FORTH IN YOUR COVERAGE SUMMARY.**
- B. **WE MAY NONRENEW THIS PLAN BY NOTIFYING YOU IN WRITING 30 DAYS PRIOR TO THE DATE OF NONRENEWAL. OTHERWISE, UNLESS YOU OR WE CANCEL THIS PLAN PURSUANT TO SUBSECTIONS C OR D BELOW, YOUR PLAN WILL AUTOMATICALLY BE RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AT THE THEN-CURRENT PREVAILING MONTHLY PAYMENT AMOUNT. THERE IS NO MINIMUM PURCHASE OBLIGATION AND YOU ARE FREE TO CANCEL AT ANY TIME.**
- C. **YOU MAY CANCEL THIS PLAN FOR ANY REASON AT ANY TIME. TO CANCEL IT, CALL THE SERVICE NUMBER LISTED ON YOUR COVERAGE SUMMARY OR SEND YOUR CANCELLATION REQUEST TO THE ADMINISTRATOR LISTED ON YOUR COVERAGE SUMMARY.** If You cancel this Plan within the first thirty (30) days after purchase of this Plan You will receive a 100% refund of the price you paid for the Plan less the cost of any claims made by You. If You cancel after the first thirty (30) days from purchase of this Plan, Your Plan will run out through the end of the month paid and You will not be charged again.
- D. We may cancel this Plan at Our option (i) immediately on the basis of nonpayment, fraud, or material misrepresentation by You or (ii) for any reason on thirty (30) days' written notice to You. Written notice which includes the effective date of cancellation and reason for cancellation will be sent to You. If We cancel Your Plan, You will receive a 100% pro rata refund of the Monthly Payment Amount, if applicable.
- E. This Plan may not be transferred in any way.

13. INSURANCE:

14. 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, IN, KS, KY, LA, MD, MI, MS, NE, NV, NJ, NC, ND, OH, OR, RI, SC, SD, TN, 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. 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 **ENTIRE CONTRACT:**

Unless amended by the State Variations or revised by Us in accordance with Section 11 above, this Plan sets forth the entire agreement between Us and no representation, promise or condition not contained herein shall modify these terms.

15. STATE VARIATIONS:

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, New York and Washington, 60 days for New Mexico) after the cancellation of this Plan.
- b. Arizona: 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.** 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 this Plan within 30 days of the date the Plan was mailed or electronically delivered to You and You have not made a claim, You will receive a full refund of the Total Plan Price. If You cancel after 30 days, or if You cancel after a claim 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: In the event You cancel this Plan within thirty (30) days of the Plan Purchase Date, 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 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. Hawaii: If You cancel this Plan within twenty (20) days of electronic delivery of this Plan on the Plan Purchase Date or within thirty (30) days of the date We mail this Plan to You, You will receive a 100% refund of the Total Plan Price paid less Our Service Costs.
- j. Illinois: You may cancel this Plan: (a) within thirty (30) days after the Plan Purchase Date 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).
- k. Maryland: If You cancel this Plan within twenty (20) days of electronic delivery of this Plan on the Plan Purchase Date or the date We mail this Plan to You, You will receive a 100% refund of the Total Plan Price paid less Our Service Costs.
- l. 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 administrative 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 may cancel this Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this

Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 15 days prior to termination. 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. 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 also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Plan was issued or sold. In the event of cancellation, You will be provided a pro-rata refund less any outstanding balance on Your account. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Plan.

- m. 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.
- n. North Carolina: We will not cancel this Plan except for failure to pay the Total Plan Price.
- o. 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.
- p. Texas: In the event You cancel this Plan within thirty (30) days of the Plan Purchase Date, You will receive a refund of 100% of the Total Plan Price less any claims paid.
- q. Utah: 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 Contract Plan number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.
- r. Vermont: If You cancel this Plan within twenty (20) days of receipt of the Plan, You will receive a 100% refund of the Total Plan Price paid less Our Service Costs.
- s. Washington: 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.
- t. Wisconsin: The administrative fee permitted under Section **G.3.** 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, 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.

- u. 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. 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 800-325-2548.
- b. 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.
- c. Florida: **The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.** The Service Warranty Association/Obligor for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 47130, Florida Company Code 48287.
- d. 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: 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 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: **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.** 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/Obligor 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 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. Texas: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions 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. The provider of this Plan is Ironwood Warranty, LLC, TDLR registration number SCP 795.
- n. 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. 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. 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.
- o. 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 to file a complaint.
- p. Washington: The obligor of this Plan is Lexington National Warranty Services, LLC, P.O. Box 6098, Lutherville, MD 21094, telephone number 888-888-2245.
- q. 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.