

## [BEN BRIDGE WATCH CARE PLAN]

### TERMS AND CONDITIONS

This Service Plan is not a contract of Insurance. Unless otherwise regulated under state law, the contents of this Service Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637

**1) DEFINITIONS:** The following terms shall have the following meaning:

**Service Plan Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689], [1-877-881-8578] in all states except Florida and Oklahoma. The Service Plan Provider in Florida is **UNITED SERVICE PROTECTION, INC** [P.O. Box 105689, Atlanta, GA 30348-5689], [1-877-273-8269]. The Service Plan Provider in Oklahoma is Assurant Service Protection, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689], [1-877-273-8269]. This Service Plan is between You and Us.

**Service Plan** indicates this Service Plan, which You have purchased for the Covered Product described on Your proof of purchase.

**Service Plan Holder/You/Your** indicates the purchaser of this Service Plan, as described on the proof of purchase.

**Administrator** indicates the entity who is responsible for the administration of this Service Plan. Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689], [1-866-716-7612] is the Administrator of this Service Plan in all states except Florida where the Administrator is United Service Protection, Inc. and Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is [P.O. Box 105689, Atlanta, GA 30348-5689], [1-800-716-7612].

**Retailer** indicates the store and seller where You purchased the Covered Product(s) and this Service Plan and is as shown on Your proof of purchase.

**Purchase Price** indicates the Purchase Price paid after any discount(s), for Your Covered Product(s).

**Service Plan Price** indicates the consideration paid by You for this Service Plan.

**Covered Product(s)** indicates the item(s) that You purchased specifically covered under this Service Plan as indicated on Your proof of purchase.

**Covered Service** means the services required to return the Product to the level of fit and finish as it was designed by the manufacturer under normal service and usage of the Product.

**2) INSTRUCTIONS:** You must present this Service Plan and Your proof of purchase for any Covered Product(s) repair.

**3) LENGTH OF COVERAGE:** The coverage period for this Service Plan begins on the purchase date as shown on Your proof of purchase and expires three years from that date.

**4) WHAT IS COVERED:** As a result of normal wear and tear service performed hereunder shall consist of labor and parts necessary to restore Your Product to the level of fit and finish for which it was designed by the manufacturer. Our aggregate limit of liability is the lesser of the Retail Price You paid for the Product, or replacement with a item of similar features and value, or provide You with, at Our option, a gift card or payment of a cash settlement, not to exceed the original Retail Price of the covered Product. Coverage includes: damage to bands, clasps, bezels, crystal, crowns, stems, and movements that prevent the Product from performing at the level of function for which it was designed by the manufacturer.

**THIS SERVICE PLAN IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE PLAN.**

**5) TO OBTAIN SERVICE:** You may take Your Covered Product to the Retailer from which it was purchased or contact the Administrator 24 hours a day, 7 days a week at [1-866-716-7612] for instructions on obtaining repair of Your

Covered Product. Outside of the United States, the Administrator may be contacted by calling collect to [580-354-4324] or emailing [[jewelrycustomercare@assurant.com](mailto:jewelrycustomercare@assurant.com)]. Have this Service Plan and Your proof of purchase handy and be prepared to tell Us which Covered Product requires service and the nature of the problem. You have the duty to protect against any further damage, and to follow any requirements outlined in the owner's manual instructions.

- 6) **DEDUCTIBLE:** There is no deductible required to obtain service under this Service Plan.
- 7) **WATCH PLAN:** As the result of a Covered Service, We will repair Your covered watch. Coverage includes damage to cases, bands, clasps, bezels, crystal, crowns, stems, and movements. Band replacement is limited to [three (3)] times during the contract term.
- 8) **NON-REPAIRABLE PRODUCTS:** If We, in Our sole discretion, determine that Your Covered Product is not repairable, or where the cost for repair may exceed the Purchase Price You paid for the Covered Product, We will replace the Covered Product with a Product of comparable type, quality and functionality as the original Covered Product. The replacement Product shall not exceed the Purchase Price of the original Covered Product. Replacement of a Covered Product, payment of a cash settlement or issuance of a gift card will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan and shall not be transferable to any replaced Product, unless otherwise required by state law. If We replace Your Covered Product or a cash settlement or gift card is provided, the original Covered Product becomes Our property.
- 9) **LIMIT OF LIABILITY:** Our total liability under this Service Plan is the Purchase Price paid for the Covered Product as shown on the proof of purchase. In the event that the total value of all authorized services We provide under the Service Plan exceeds the Purchase Price of the Covered Product (as shown on Your proof of purchase), We shall have satisfied all obligations owed under the Service Plan.
- 10) **PARTS:** Materials furnished as replacements for parts will be drawn from our repair service contractor's inventory of new or used parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of its term of coverage.
- 11) **WHAT IS NOT COVERED:** This Service Plan does not cover service repair necessitated by any loss or damage resulting from:
- a) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, abuse or neglect, unauthorized repairs or accidental damage;
  - b) lack of manufacturer's recommended maintenance/instructions, or maintenance/instructions recommended by this Service Plan;
  - c) parts failure due to a manufacturer's recall, regardless of the manufacturer's ability to pay for such repair;
  - d) any and all pre-existing conditions that occur prior to the effective date of this Service Plan;
  - e) inherent design defect in the Covered Product;
  - f) introduction of foreign objects into the Covered Product, tampering with prongs, bezels or other elements designed to secure stones;
  - g) damage to diamonds or gemstones, except in the bezel;
  - h) loss of diamonds or gemstones, except in the bezel;
  - i) battery replacement;
  - j) rust, corrosion, fire, collision, vandalism, windstorm, hail, earthquake, theft or burglary, negligence, transport, riot, acts of God, or any other peril;
  - k) water damage if used under conditions which exceed the manufacturer's specifications;
  - l) war, whether declared or undeclared, terrorism, insurrection, revolution, rebellion, destruction or seizure for military purpose, discharge of chemical, biological or nuclear weapons, radioactive contamination;
  - m) damage or loss resulting from failure to obtain repairs necessary to maintain the integrity of the Covered Product;
  - n) Covered Products that are lost and/or mysteriously disappear;
  - o) any loss other than a Covered Service;
  - p) damage that is not reported to the Administrator prior to the expiration of this Service Plan;
  - q) loss of use while the Covered Product is at a repair facility or otherwise awaiting parts;
  - r) pieces/products with serial numbers which have been altered or removed;
  - s) any type of accessory or unauthorized modifications or pieces with alterations from the original product/product SKU;
  - t) dents, scratches, or kinks, etc. unless caused by normal wear and tear;
  - u) **IN NO EVENT SHALL THIS SERVICE PLAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN PLAN, TORT, OR NEGLIGENCE;**
  - v) damage caused by defective batteries or replacement of defective batteries;

w) this Service Plan does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

**12) PRODUCTS NOT ELIGIBLE FOR COVERAGE:** This Service Plan does not provide any service for Products used for commercial purposes, or Products sold "as is."

**13) RENEWALS:** At Our option, We may renew this Service Plan; however, We are not obligated to offer You another Service Plan upon cancellation of this Service Plan or to accept a Service Plan order, in the event You tender one

**14) TRANSFER:** This Service Plan may be transferred to the original gift recipient by contacting the Administrator. The terms and conditions of this Service Plan cannot be modified in any way except by the expressed written agreement between You and Us.

**15) CANCELLATION:** You may cancel Your Service Plan within the first ninety (90) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687] and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price, less the cost of any repairs made, except as otherwise required by law (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after ninety (90) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687]. You will receive a pro rata refund of the Service Plan Price, less the cost of claims paid (if any), and less an administrative fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less, except as otherwise required by law. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. You will be refunded the unearned pro rata Service Plan Price, less any claims paid, except as otherwise required by law. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You.

**16) ARBITRATION: READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. You agree and understand that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**THE FOLLOWING STATE SPECIFIC REQUIREMENTS APPLY IF YOUR SERVICE PLAN WAS PURCHASED IN ONE OF THE FOLLOWING STATES AND SUPERSEDE ANY OTHER PROVISION HEREIN TO THE CONTRARY:**

**AL, AR, CO, CT, DC, GA, IL, IN, KY, MA, ME, MN, NC, NH, NJ, NV, NY, OR, SC, UT and WY only:** The obligations of the Service Plan Provider under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244].

**AZ, HI, MT, VA and VT only:** The obligations of the Service Plan Provider under this Service Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157].

**AL, CO, AR, HI, MA, ME, MN, MO, NJ, SC and WY only: Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

**GA, LA, OR, UT, WI and WY only:** The **ARBITRATION** provision is deleted in its entirety. It is not applicable to You.

**Alabama only:** Under **15) CANCELLATION**, any reference to “less the cost of any claims paid” is deleted regardless of who initiates the cancellation. No claims incurred will be deducted regardless of who initiates the cancellation.

**Arizona only:** The **What Is Not Covered** provision, item **d)** is deleted and replaced with the following: **d) any and all pre-existing conditions that occur prior to the effective date of this Service Plan, except if such conditions were known or should reasonably have been known by Us or Our subcontractors;** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates cancellation. We will not cancel or void this Service Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors, or program ineligibility. All reference to a cancellation fee is deleted and replaced with a cancellation fee of ten percent (10%) of the gross amount paid for Your Service Plan or twenty-five dollars (\$25), whichever is less. The following is added to the **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions A.R.S. § 20-1095.09, Unfair trade practices as outlined by the Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint with the D.I.F.I. against a Service Company issuing an approved Service Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll-free phone number 800-325-2548.

**California only:** The following is added to the **CANCELLATION** provision: You may cancel Your Service Plan if You return the Covered Product(s) or the Covered Product(s) is sold, lost, stolen or destroyed. The **CANCELLATION** provision is amended from ninety (90) days from date of purchase to ninety (90) days from the date of receipt of Your Service Plan. The following is added to the **ARBITRATION** provision: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

**Colorado only:** The **DEFINITION, Service Plan Price** is deleted and replaced with the following: Service Plan Price indicates the consideration paid by You for this Service Plan as shown on Your proof of purchase. The following is added to the **DEFINITION, Service Plan:** The Service Plan includes the Terms and Conditions, Special State Disclosures, and Your proof of purchase. The **CANCELLATION** provision is revised as follows: Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price, material misrepresentation by You, or a substantial breach by you relating to the Covered Product or its use.

**Connecticut only:** If We are unable to resolve any disputes with You regarding this Service Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product subject to the Service Plan, the cost of repair of the Covered Product, and a copy of the Service Plan. The following is added to the **TO OBTAIN SERVICE** provision: If the Covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan if You return the Covered Product or if the Covered Product is sold, lost, stolen, or destroyed.

**District of Columbia only:** Free Look: You may, within 30 days of receipt, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claim has been made, the Service Plan will be void and You will be refunded or Your account credited, the full Service Plan Purchase Price. A 10% penalty of the Service Plan

Purchase Price per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Plan. This provision applies only to the original purchaser of this Service Plan.

**Florida only:** The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. Under **15) CANCELLATION**, any reference to administrative fees is deleted. The following is added to the **ARBITRATION** provision: While Arbitration is mandatory, the outcome of any Arbitration shall be non-binding on the parties, and either party shall, following Arbitration, have the right to reject the Arbitration award and bring suit in a court of competent jurisdiction. The Arbitration action will take place in the county where the insured resides.

**Georgia only:** Should any discrepancies arise between the English and Spanish service contract forms in the interpretation of a given issue, the English version will take precedence in all matters. This Service Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan at any time. This Service Plan shall be non-cancelable by the Service Plan Provider or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. If You wish to cancel, You must notify the Administrator in writing or surrender the Service Plan to the Administrator, whereupon the Administrator will refund the unearned Service Plan Price. No claim paid or incurred or cancellation fees shall be deducted from any refund owed.

**Indiana only:** Proof of payment to the Retailer that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

**Maine only:** The **CANCELLATION** provision is amended by deleting the following statement in its entirety: Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation.

**Maryland only: Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

**Michigan only:** If the performance under this Service Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

**Minnesota only:** The **ARBITRATION** provision has been amended by adding the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation. The **CANCELLATION** provision is amended as follow: Prior notice of cancellation is necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation.

**Missouri only:** The obligations under this Service Plan are insured by a policy of Insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. In the event any Covered Service is not paid within sixty (60) days after proof of loss has been filed, including a claim for a refund of the unearned Service Plan Price, or the Administrator cease to do business or go bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan within the first ninety (90) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687] and receive a refund in the amount of one hundred percent (100%) of the Service Plan Price. You may cancel Your Service Plan after ninety (90) days from the date of purchase by either returning it to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687]. You will receive a pro rata refund of the Service Plan Price, less an administrative fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. You will be refunded the unearned pro rata Service Plan Price. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You.

**Nevada only:** The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. The **TO OBTAIN SERVICE** provision has been amended by adding the following: If You are not satisfied with the manner in which We are handling the Claim on Your Service Plan, You may contact the Commissioner by calling the toll-free number, [(888) 872-3234]. **Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, and a refund is not credited within forty-five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The following is added to the **CANCELLATION** provision: Any reference to an administrative fee has been deleted and replaced with a cancellation fee, not to exceed ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less. We may not cancel this Service Plan once it has been in effect for seventy (70) days, except for the following conditions: failure by You to pay the Service Plan Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan; or a material change in the nature or extent of the service required under the Service Plan which occurs after the purchase of the Service Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. This provision applies only to the original purchaser.

**New Hampshire only:** In the event You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, 1-800-852-3416. The **CANCELLATION** section is amended as follows: All references to "less the cost of claims paid (if any)" and "less any claims paid" are deleted from this section. Therefore, no claims paid will be deducted from any pro rata refund. The following is added to the **ARBITRATION** provision: Arbitration shall be held at a location selected by Us within the state in which this Service Plan was purchased. Any arbitration proceeding is subject to RSA 542.

**New Jersey only:** The following is added to the **CANCELLATION** provision: Prior notice of cancellation is not necessary if cancelled due to omission or a substantial breach of Your contractual obligations relating to the Covered Product or its use.

**New Mexico only:** This Service Plan is insured by American Bankers Insurance Company of Florida. If the Service 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 American Bankers Insurance Company of Florida at [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The purchase of the Service Plan as a condition of approval or loan or the purchase of goods is not permitted. **FREE LOOK:** If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale if refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The **CANCELLATION** provision is amended as follow: Prior notice of cancellation is necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation.

**New York only: Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser.

**North Carolina only:** The purchase of a Service Plan is not required in order to obtain financing for the Covered Product.

**Ohio only:** The Obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon cancellation of the Service Plan.

**Oklahoma only: NOTICE:** Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations of the Service Plan Provider under this Service Plan are insured under a service

contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. **Service Plan Provider/We/Us/Our** is amended to include the following: Oklahoma License Number is 862541. The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan within the first ninety (90) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687]. In the event the Service Plan is cancelled by the You within the first ninety (90) days, and no claims have been made, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after ninety (90) days of purchase by either returning the Service Plan to the Retailer from whom You purchased it or mailing Your cancellation request to the Administrator at [P.O. Box 105687, Atlanta, GA 30348-5687]. If You cancel the Service Plan after ninety (90) days, or have made a claim within the first ninety (90) days, the refund will be one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or twenty five dollars (\$25), whichever is less and (b) the actual cost of any service provided under the Service Plan. The effective date of cancellation is the date We receive Your request for cancellation together with Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date and reason for cancellation. Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. In the event the Service Plan is cancelled by the Us, the refund will be based upon one hundred percent (100%) of unearned pro rata premium, less the actual cost of any service provided under the Service Plan. If this Service Plan was inadvertently sold to You on a Product(s), which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price of the Service Plan to You. **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**South Carolina only:** If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. All references to cash settlement are deleted.

**Texas only:** The Registration number for Federal Warranty Service Corporation is 269. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202 or 1-512-463-6599. The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is provided to You by Us before the sixty-first (61<sup>st</sup>) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Contract is canceled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Contract is not required in order to purchase or obtain financing. **Free Look:** If You cancel this Plan before the thirty-first (31<sup>st</sup>) day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Plan and may not impose a cancellation fee. This provision applies only to the original purchaser of the Plan, and is not transferable. **Cancellation:** We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Plan to Us.

**Utah only:** Coverage afforded under the Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following is added to the **CANCELLATION** provision: No cancellation of this Plan shall become effective, unless We provide You with notice of such cancellation at least 30 days prior to the effective date of cancellation and shall state the reason for cancellation. We may cancel for the following reasons: (a) nonpayment of Plan Price of the Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (d) substantial breach of contractual duties, conditions, or warranties.

**Virginia only:** The following is added to Your Service Plan: If any promise made in the Service 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 only: Free Look:** You may, within sixty (60) days, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. The obligations of the Service Plan Provider under this Service Plan are backed by the full faith and credit of the Service Plan Provider. The following is added to the **ARBITRATION** provision: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. Only the following within the **DEFINITIONS** section are deleted and replaced: Administrator is changed to Provider. Purchase Price is changed to Provider Fee. Service Plan is changed to Service Contract. Service Plan Holder/You/Your is changed to Service Contract Holder. Service Plan Provider/We/Us/Our is changed to Service Contract Provider.

**Wisconsin only: This Service Plan is not a contract of Insurance. This is a 'service contract' as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** **INSURANCE:** The obligations of the Service Plan Provider under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The following is added to **DEFINITIONS**, **Service Plan:** This Service Plan includes the Terms and Conditions, State Specific Requirements, and the proof of purchase. **FREE LOOK:** You may reject and return this Service Plan within twenty (20) calendar days of mailing or ten (10) calendar days of the delivery of this Service Plan. If no claim has been filed, this Service Plan is void and You will receive a full refund of the Service Plan Price. A ten percent (10%) per month penalty of the outstanding refund amount shall be added to a refund that is not paid or credited within forty-five (45) days after Your return of this Service Plan within the applicable time period. The right to void this Service Plan is not transferrable and applies only to the original purchaser. The **CANCELLATION** provision is amended as follows: The reference to an administrative fee of ten percent (10%) of the Service Plan Price, or twenty-five dollars (\$25.00), whichever is less is deleted and replaced with an administrative fee of ten percent (10%) of the Service Plan Price. We reserve the right to cancel this Service Plan at any time in the event of substantial breach of duties by You, material misrepresentation, or nonpayment by You. No claim incurred or paid shall be deducted from Your cancellation refund. The following statement is deleted in its entirety: Prior notice of cancellation is not necessary if cancelled due to nonpayment of the Service Plan Price or material misrepresentation. The following is added to the **TO OBTAIN SERVICE** provision: Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the Service Plan. Failure to furnish proof of loss within the time required does not invalidate or reduce a claim, unless We are prejudiced thereby, and it was reasonably possible to meet the time limit.

#### **PRIVACY NOTICE**

[To review the General Privacy Policy of Federal Warranty Service Corporation, United Service Protection, Inc., Assurant Service Protection, Inc., Assurant Solutions companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.]