Protection Plan

Terms and Conditions

Welcome.

We're so glad you're here. We'd love to give you a tour of your protection plan.

This document will cover:

1. Plan Introduction
2. Your Responsibilities
3. How to File a Claim
4. Definitions
5. What is Covered
6. What is Not Covered
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1. Plan Introduction

1.1 Welcome to Your Advance Care Plus Plan brought to You by Extend. This document outlines all the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and lots more. Please reach out to Extend at support@extend.com or (877) 248-7707 should You have any questions.

2. Your Responsibilities

2.1. Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.

2.2. This Plan does not replace Your manufacturer or retailer warranty, maintenance plan, or insurance policy You may have for the Covered Product. **This is not a contract of insurance.**

2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any product warranty.

2.4. You must keep this Plan, and Your Purchase Confirmation as You may be required to produce them to obtain service. Refer to Your Purchase Confirmation to determine the Coverage Term of this Plan.

3. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan and provide any photos or documentation of any damage to Your Covered Product and any other information reasonably requested by the Administrator. Your failure to comply may disqualify Your claim.

3.1. Bring Your Covered Product to any Advance Auto Parts location or participating CARQUEST location during store operating hours, for assistance with initial troubleshooting, filing a claim, and any additional customer support needs for Your Covered Product. If You do not reside within twenty-five (25) miles of an Advance Auto Parts or participating CARQUEST location, You can initiate a claim by calling (833) 547-9441 during normal business hours.

3.2. Whether You initiate Your claim in-person, or on the phone, or via the web site, You may be asked to participate in troubleshooting questions to remedy the Covered Product failure or ascertain the cause of Your Covered Product failure. The troubleshooting may include the use of testing or diagnostic devices designed for Your Covered Product at the Selling Retailer location where You purchased the Covered Product. Your failure to participate or cooperate with the reasonable troubleshooting of Your Covered Product may delay or prevent You from receiving a replacement product as outlined in this Protection Plan. Please note, to initiate a battery claim, You must present the original battery and allow the store a reasonable time to test it.

3.3. If You do not have Your Purchase Confirmation, an Advance Auto Parts team member can look up Your sales receipt and confirm Your Plan coverage with the Administrator.

3.4. Your Advance Auto Parts location will contact the Administrator to determine eligibility under this Plan. You may also contact the Administrator directly to be advised on how to obtain service or a replacement. To do so, go online at www.extend.com/contact or call the toll-free number at (833) 547-9441 during normal business hours.

3.5. Do not obtain unauthorized service without instruction from the Administrator. **You are responsible for the payment of any deductible as shown on Your Purchase Confirmation.**

4. Definitions

4.1. **Administrator:** Extend, Inc., 1710 Keller Parkway #8111, Keller, TX 76248, (877) 248-7707.

4.2. **Contract Term**: the length of time coverage is provided by this Plan, as shown on Your Purchase Confirmation.

4.3. **Coverage Term**: the period that Your Covered Product is covered by this Plan, which begins upon the later of (i) the date of delivery of Your Covered Product (the first delivery date if Covered Product individual items are shipped separately), or (ii) the purchase date of Your Plan (as shown on Your Purchase Confirmation), and ends after the Contract Term.

4.4. **Covered Product**: a single product or multiple items sold under a single SKU that is covered by this Plan and shown on Your Purchase Confirmation.

4.5. **Extend, Our, Us,**: the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.

4.6. **Obligor**: Extend Warranty Services Corporation, except in Florida, Oklahoma, and Washington, where the Obligor of this Plan is Extend Protection Corporation, both located at 1710 Keller Parkway #8111, Keller, TX 76248, (877) 248-7707.

4.7. **Plan**: this plan or service contract between You and Us.

4.8. **Plan Price**: the price You paid for this Plan as shown on Your Purchase Confirmation, excluding taxes and shipping.

4.9. **Purchase Confirmation**: Your purchase confirmation email from Extend or the Selling Retailer or the linked document provided on the sales receipt for the purchase of this Plan.

4.10. **Purchase Price**: the price You paid for the Covered Product excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.

4.11. **Selling Retailer**: the entity selling the Covered Product(s) and this Plan as defined on Your Purchase Confirmation.

4.12. **You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, and any authorized transferee/assignee of the purchaser.

5. What is Covered

5.1. **ADVANCE CARE PLUS** covers mechanical or electrical failures of Covered Products due to defects in materials or workmanship that occur during the Coverage Term, unless otherwise stated in the "What is Not Covered" section of this document. See **Section 6.** for more details. Coverage for mechanical or electrical failure under the Plan begins upon the start of the Coverage Term, which is at the expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty or retailer warranty. The Covered Product must fail during normal usage. This Plan does not replace Your manufacturer warranty, retailer warranty, maintenance plan, or insurance policy You may have for the Covered Product.

5.2. If You purchased a Plan for an eligible battery and experience a failure of Your covered battery, follow the process outlined in **Section 3.** of this Plan. A team member will use a diagnostic device to evaluate Your battery to confirm the failure. Batteries that have not completely failed or require a 'jump start' will not be deemed as failed and are not eligible for replacement. If Your covered battery fails to hold a charge, it will be deemed as failed and eligible for replacement. If the manufacturer of Your battery provides partial replacement value, this Plan will cover the difference between the replacement cost and the credit amount the manufacturer provides, not to exceed the amount outlined in the "Limitation of Liability" Section.

6. What is Not Covered

6.1. **The following is not Covered by Your Plan, unless specifically provided in the "What is Covered" Section:**

6.1.1. **products not originally covered by a manufacturer's warranty or retailer warranty unless the product is certified used or refurbished,**

6.1.2. **products with less than an original thirty (30) days manufacturer's parts or labor limited warranty and retailer's warranty unless a designated used or refurbished Plan was purchased,**

6.1.3. **replacement as a result of any cause other than what is specified as being covered in the Covered Product(s) manufacturer limited warranty or retailer warranty,**

6.1.4. **labor charges, installation charges, taxes, or legislatively imposed fees to remove, replace and dispose of any parts and accessories,**

6.1.5. **product repairs that should be covered by the manufacturer's warranty or retailer warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs,**

6.1.6. **any replacement that is a result of in-warranty parts not provided or shipped by the manufacturer or Selling Retailer,**

6.1.7. **any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means,**

6.1.8. **refurbished product(s) that are not factory refurbished. Refurbished automotive, marine, and powersport batteries are not covered by this Plan,**

6.1.9. **damage or any failures caused by accident, collision alteration, modification, or "tampering with," or by, mildew, salt, rust, corrosion, moisture, spilled liquids, liquid immersion, or operator negligence,**

6.1.10. **cleaning, periodic checkups, or preventive maintenance,** 6.1.11. **all pre-existing conditions that occur prior to the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used or "AS-IS," including but not limited to floor models, demonstrations models, etc.,**

6.1.12. **damage from abnormal use, abuse, misuse, mishandling, neglect, excessive operating conditions; use of a Covered Product in marine, off-road, or racing activities, unless the Covered Product was designed and designated for such use by the manufacturer, such use was originally covered by the manufacturer warranty or retailer warranty, and such warranty or guarantee has expired,**

6.1.13. **damage caused as a result of a modification or conversion made to the Covered Product or the vehicle that is not approved by the original manufacturer of the Covered Product or the vehicle,**

6.1.14. **damage caused by the failure of a non-covered product or incorrect part, introduction of foreign objects into the Covered Product, unauthorized modifications, or alterations to a Covered Product, including altered or missing serial numbers,**

6.1.15. **failure caused by Your lack of following the manufacturer's or retailer's instructions for operation and care of the Covered Product,**

6.1.16. **failure to use reasonable means to protect Your Covered Product from further damage after loss,**

6.1.17. **external causes of any kind, including third party actions, fire, theft, vandalism, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God or consequential loss of any nature,**

6.1.18. **loss or damage caused by invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion,**

6.1.19. **loss of use, consequential damages or delay in issuing a replacement or gift card under this Plan or loss of use during that period,**

6.1.20. **any consequential damage, including voiding of the manufacturer's warranty or retailer warranty, from the use of the Covered Product,**

6.1.21. **any product purchased for or used at any time for commercial purposes or on a rental basis,**

6.1.22. **property held in inventory or property held as Your stock in trade,**

6.1.23. **failures that occur outside of the fifty (50) states of the United States of America and the District of Columbia,**

6.1.24. **non-functional or aesthetic parts including but not limited to knobs, bags, belts, bulbs, tensioner shoes, or hoses,**

6.1.25. **cosmetic damage such as but not limited to nicks, scratches, peeling, dents, stains, or marks,**

6.1.26. **unauthorized repairs and damage caused by unauthorized repair personnel, improper installation or attachments, problems due to improper installation or repairs, transportation damage,**

6.1.27. **cost of installation, replacement parts, programming, setup, diagnostic charges, and unauthorized transportation or shipping, of the Covered Product,**

6.1.28. **consumable items/parts such as but not limited to batteries (excluding car, truck, marine and powersport batteries), bulbs and fluids unless specifically stated elsewhere in this Plan,**

6.1.29. **accessories used in conjunction with a Covered Product and not essential to basic functionality of the Covered Product,**

6.1.30. **seized or damaged parts resulting from failure to maintain proper quality, type, or levels of lubricants or coolants, oil pressure, failures resulting in the use of contaminated or improper lubricants, failures resulting from stale, contaminated, or improper fuel, failure resulting from freezing or overheating,**

6.1.31. **any other loss other than a covered failure,**

6.1.32. **"no problem found" diagnosis, non-failure problems including, but not limited to, products not covered, noises, squeaks, failure to clear computer codes after installation of Covered Product, or intermittent issues that are not failures of the Covered Product as determined by Us,**

6.1.33. **repairs to correct oil consumption**

6.1.34. **normal wear and tear as determined by Us,**

6.1.35. **product(s) with safety feature(s) removed, bypassed, disabled, or altered,**

6.1.36. **liability or damage to property, or injury or death to any person arising from the operation, or use of the Covered Products**

6.1.37. **rechargeable batteries that are merely discharged,** 6.1.38. **batteries used in vehicles for commercial use or in trucks over one ton,**

6.2. **For Auto Electronics, in addition to any applicable exclusions listed above, this Plan only covers the operating condition of the Covered Product and does not cover:**

6.2.1. **non-operating or external parts such as protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, and projection bulbs,**

6.2.2. **any expansion of the channel or frequency range capabilities to enhance reception or normal signal of the Covered Product, circuit adjustments required to receive any station, service or adjustments due to changes in external power or water supply, water and power connectors and connections,**

6.2.3. **overheating caused by accumulation of dust, vermin, fan blockage, dropping, food and liquid spills,**

6.2.4. **any storage media damaged by malfunctioning parts,**

6.2.5. **improper installation of computer components or peripherals,**

6.2.6. **repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation**

6.2.7. **broken or cracked LCD/display screens in portable monitors, burned-in image in CRT, LCD, or any other type of display,**

6.2.8. **application programs, operating software, other software, loss of data or restoration of programs,**

6.2.9. **corruption of any program, data, or setup information resident on any hard drives and internal or external removable storage devices, because of the malfunctioning or damage of an operating part, covered under this Plan,**

7. Service Procedures and Limit of Liability

7.1. If Your Covered Product suffers a covered failure during the Coverage Term, at Our discretion, We will replace it or provide You with a settlement reflecting the replacement cost of a new product, not to exceed the Limit of Liability.

7.1.1. **Replacement**: We may arrange to replace Your Covered Product based on the availability from the Selling Retailer with a product of like kind, quality, function, and features. Your original Covered Product may be returned to the Selling Retailer, or We will provide You with a prepaid shipping label for You to ship Your failed Covered Product to Us. Your Covered Product must be properly protected with bubble wrap or other protective materials prior to shipping, at Your own expense. We are not responsible for and have no liability for products damaged during shipping. Replacement products are ineligible for coverage and future claims under this Plan. Coverage for Your replacement product will require the purchase of a new Plan.

7.1.1.1. If the Covered Product is comprised of more than one item sold under a single SKU, We will replace the affected item only. Replacement of an affected item will complete the coverage and all Our obligations under this Plan for the replaced item, and the replaced item is ineligible for coverage and future claims under the Plan. However, other remaining items that are part of the Covered Product continue to be covered, subject to the terms of this Plan.

7.1.1.2. In the event the Plan pays the full or partial amount for Your battery replacement, the coverage provided by this Plan will be deemed fulfilled and no further coverage will apply.

7.1.2. **Settlement**: We may provide You with a financial credit that may be in the form of a refund, check, or store credit, or gift card at the Selling Retailer store location where You purchased the Covered Product. The amount of the settlement is determined by Us and based on the type of damage, the age of the Covered Product, and based on the original Purchase Price of the Covered Product, excluding any applicable taxes, or delivery charges and less any claims costs. Your settlement may be subject to expiration. If You allow Your settlement to expire, We will make no additional attempt to resolve Your claim for the affected Covered Product under this Plan. Your acceptance of a settlement will complete the coverage and all Our obligations under this Plan for Your Covered Product.

7.2. **Limit of Liability**: The most We will pay under this Plan during the Coverage Term for all claims is the Purchase Price of the Covered Product, excluding installation, sales tax, delivery, and handling.

7.3. **Expiration**: This Plan shall expire and all Our obligations under this Plan fulfilled upon the earliest of the Coverage Term ending, the replacement of Your Covered Product, the issuance of a settlement in lieu of replacement, or if the Limit of Liability has been met.

8. Cancellation

8.1. You may cancel this Plan for any reason at any time by returning to an Advance Auto Parts or by mailing the Administrator notice of cancellation at 440 N. Barranca Ave #4904, Covina, CA 91723, calling (833) 547-9441, visiting www.extend.com/contact, or emailing support@extend.com. If You request cancellation within sixty (60) days of the date of the Plan purchase (as shown on the Purchase Confirmation), and no claim has been made under the Plan, You will receive a 100% refund of the Plan Price. For any other cancellation request, You will receive a pro rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of claims under this Plan, and less an administrative fee not to exceed the cost of the Plan or $50, whichever is less.

8.2. If You cancel this Plan within sixty (60 days from the purchase date, and if no claim has been made under the Plan, then We will pay a penalty equal to ten percent (10%) of the refund amount for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.

8.3. We may cancel this Plan for fraud, material misrepresentation, omission, or a substantial breach of Your contractual obligations under this Plan, including those concerning the Covered Product or its use, or non-payment by You, or if required to do so by a regulatory authority. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of paid claims (if any).

8.4. If this Plan was inadvertently sold to You in a jurisdiction where the Plan is not available for sale or on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You, less the cost of any paid claims.

9. Conditions

9.1. **Renewal**: Renewal of Your Plan will be at Our discretion.

9.2. **Transferability**: This Plan is transferable by the original Purchaser for the balance of the original Coverage Term. The Covered Product may be registered by going online to www.extend.com/contact, and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty and/or retailer warranty may not be transferable. This Plan does not replace the manufacturer's warranty or retailer warranty and provides no coverage therein, except as noted above.

9.3. **Territories**: The Plan territory is limited to Plans sold in the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories (Guam, Puerto Rico, or U.S. Virgin Islands) or Canada.

9.4. **Subrogation**: If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

10. Legal Disclosures

10.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:** To the extent permitted by applicable law, You agree that all claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in **Section 10.4, Insurance**, will be settled by impartial arbitration by a single arbitrator (Arbitrator). You agree that any arbitration will take place on an individual basis only, and You agree to waive the right to participate in class arbitrations and class actions. To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. The Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

10.2. **Entire Agreement:** This Plan, together with Your Purchase Confirmation and sales receipt or other proof of purchase of the Covered Product(s), shall collectively constitute the entire service contract relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

10.3. **Severability:** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

10.4. **Insurance**: Our obligations under this Plan are guaranteed under service contract reimbursement policies issued by ARI Insurance Company in the state of Alaska, Wesco Insurance Company in the state of Washington, and Technology Insurance Company, Inc. in all other states. ARI Insurance Company can be reached at 400 Executive Boulevard, 4th Floor, Southington, CT, 06489, 877-882-1304. Wesco Insurance Company and Technology Insurance Company, Inc. can be reached at 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a direct claim under these service contractual liability policies.

10.5. **Payment Limitations**: This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance or other instruction issued by any governing body in the United States (including OFAC), or any other jurisdiction applicable to Us.

11. State Requirements and Disclosures

Alabama: The administrative fee in Section 8.1.is revised to state that it will not exceed the cost of the contract The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment or a material misrepresentation relating to the Covered Product or its use. Claims paid will not be deducted from any refund amount due. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Preexisting conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or $50, whichever is less, but shall in no case exceed the amount of the refund owed to You. We will not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 10.1, is revised to state: 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 of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

Arkansas: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

California: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full Plan Price. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You a pro-rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed, less an administrative fee not to exceed ten percent (10%) of the Plan Price or $25, whichever is less. If You cancel this Plan, a 10% per annum interest payment for each additional thirty (30) days or fraction thereof shall be added to a refund that is not paid or credited within 30 days after cancellation.

Colorado: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Connecticut: If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Florida: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata Plan Price or $50, whichever is less. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is 49935.

Georgia: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro rata Plan Price, or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. We may cancel this Plan for fraud, material misrepresentation, or non-payment by You. If We cancel this Plan, We will provide You with written notice at least thirty (30) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Arbitration Provision, 10.1., is revised to state that arbitration is non-binding. Paragraph 6.1.11 is deleted

and replaced with the following: all pre-existing conditions known to you that occur prior to the Coverage Term and that

cause the mechanical

limited to floor models, demonstrations models, etc.,

Hawaii: The Cancellation Provision is revised as follows: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Idaho: We will only provide settlement under this Plan where service, repair,**Illinois**: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less.

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the Plan Price outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price paid by You or $50, whichever is less. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. The Insurance provision, 10.4, is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Plan Price, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

Massachusetts: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Michigan: If the Covered Product under this Plan is a home appliance, then the following applies: If performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

Missouri: If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

Minnesota: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation unless the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use, in which case, the notice will be provided at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Mississippi: We will only provide settlement under this Plan where service, repair,

Montana: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. If this Plan is canceled, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. Claims paid will not be deducted from any refund owed. The administrative fee is replaced with a cancellation fee which shall not exceed the Plan Price or $25, whichever is less. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (800) 582-3414. The administrative fee in Section

8.1. is revised to state that it will not exceed ten percent (10%) of the Plan Price or $50, whichever is less. No claims paid will be deducted from any refund owed to You.

New Jersey: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Plan Price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. **This service contract is not in the nature of a guaranty**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.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the Plan Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan. If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. 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: If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.

North Carolina: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the Plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro rata refund or $50, whichever is less.

Oklahoma: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata Plan Price or $50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Section 10.1. is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

South Carolina: The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least fifteen (15) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

Tennessee: When there is a failure of the Covered Product under the Plan, the Plan shall be extended by the number of days You are deprived of the use of the Covered Product by reason of the Covered product being in repair; plus two (2) additional working days.

Texas: The Insurance provision, 10.4, is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full Plan Price, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated Plan Price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or $50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, fraud, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use. Unresolved complaints concerning providers and Administrators or questions concerning the regulation of service contract providers and Administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado Street, Austin, Texas 78701, or via telephone: 1-(800) 735-2989.

Utah: **Section 10.4.** is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first- class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

Vermont: If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

Virginia: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml.

Washington: The Arbitration provision, 10.1, is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least twenty-one (21) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment of the Plan Price, material misrepresentation by You to Us or Administrator, or substantial breach of duties by the You relating to the Covered Product or its use. If We cancel this Plan, We will provide You with written notice at least five (5) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the Plan Price or $50, whichever is less. 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 contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned Plan Price, less any claims paid. The Arbitration provision, 10.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 10.1, is deleted in its entirety. The Cancellation Provision is revised to state: If We cancel this Plan, We will provide You with written notice at least ten (10) days prior to cancellation. The notice will be sent to Your last known address or email address and shall state the effective date of and reason for cancellation. However, prior notice is not required if the reason for cancellation is Your nonpayment, material misrepresentation, or substantial breach of duties relating to the Covered Product or its use.