

**ARCH INSURANCE CANADA LTD.**  
**CONSUMER GOODS SERVICE CONTRACT**

**REGISTRATION PAGE FSCSC - \_\_\_\_\_ SECTION 1. CUSTOMER INFORMATION**

Customer Last Name	Customer First Name	Middle Initial	E-Mail Address	
Address	Apt #, Suite #	City	State	Zip
Customer Primary Phone #	Customer Mobile Phone #			

**SECTION 2. RETAILER/SELLER INFORMATION**

Retailer/Seller Name	Address	City	State	Zip
Phone #	Store #			

**SECTION 3. CONSUMER GOODS PRODUCT INFORMATION**

Covered Product Description		
Manufacturer/Make	Model #	
Serial #	Covered Product Purchase Date	Covered Product Purchase Price

**SECTION 4. COVERAGE**

Term _____ Years	<b>Contract</b> Purchase Date	<b>Contract</b> Purchase Price
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**SECTION 5. OTHER IMPORTANT INFORMATION**

**1. THIS IS NOT AN INSURANCE CONTRACT.**

2. The rights, privileges and/or conditions governing this **Contract** may vary in the state in which it was purchased. If so, a special state disclosure amending such rights, privileges and/or conditions will appear in the SPECIAL STATE DISCLOSURES section of this **Contract**.
3. The Retailer/Seller identified above is entitled to receive compensation from **Us** for services rendered with the sale of this **Contract**.
4. **You** are not required to purchase this **Contract** as a condition of a loan or a condition for the purchase of the **Covered Product**.

**Obligor and Provider:**

**Arch Insurance Canada Ltd.  
200 Bay Street, South Tower, Suite 3100, P.O.  
Box 119, Toronto, ON M5J 2J2, Canada**

**Customer Service Toll-Free Number:**

**844-686-1217**

## **TERMS AND CONDITIONS**

for the **Covered Product** as it is needed to obtain service.

### **SECTION 6. DEFINITIONS**

- A. **Administrator:** The administrator under this **Contract** is Seel Insurance Services Canada, Inc and Toll-Free Number 844-686-1217
- B. **Breakdown:** Failure of the **Covered Product** to operate as intended under normal conditions due to a mechanical failure or electronic failure, or for coverage as described in Section 8. **Business or Commercial Use:** Products used for any purpose other than personal use.
- C. **Contract:** The Registration Page combined with the Terms and Conditions comprise this **Contract**.
- D. **Term:** The coverage period for this **Contract**, as indicated in Section 4 on the Registration Page, with coverage commencing on the (a) Product Purchase Date listed in Section 3 of the Registration Page (b) **Contract** Purchase Date listed in Section 4 of the registration page or (c) the date you receive the **Contract** if sent to you via mail or e-mail (if applicable). Please retain a copy of this **Contract** and the original receipt

- E. **Covered Product:** The item covered under this **Contract** which is listed in Section 3 of the Registration Page and defined in Section 8.A (COVERED PRODUCTS)

- F. **Provider, Obligor, We, Us, Our:** The company which is obligated to **You** under this **Contract** which is Arch Insurance Canada Ltd. at 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada and Toll-Free Number [XXX-XXX-XXXX]

- G. **You, Your, Contract Holder:** The purchaser of this **Contract** listed in Section 1 of the Registration Page.

### **SECTION 7. HOW THIS CONTRACT WORKS**

This **Contract** will cover a **Breakdown** of the **Covered Product(s)** as cited in Section 8.A COVERED PRODUCTS. **We** will repair or replace the **Covered Product**, or at **Our** option reimburse the purchase price of **Your Covered Product** as shown in Section 3

of the registration page, with no deductible for service(s).

PRODUCTS COVERED BY A MANUFACTURER'S WARRANTY. **Covered Products** experiencing a **Breakdown** that are still covered under the manufacturer's warranty period or recall work, will be serviced by a manufacturer's authorized technician in accordance with the manufacturer's guidelines. This **Contract** is inclusive of and runs concurrently with the manufacturer's warranty, it does not replace it. This **Contract** provides benefits in addition to the manufacturer's warranty. IF THE TERM OF THIS **CONTRACT** OVERLAPS WITH THE TERM OF THE **COVERED PRODUCT'S** MANUFACTURER'S WARRANTY, LOOK FIRST TO **YOUR COVERED PRODUCT'S** MANUFACTURER'S WARRANTY FOR COVERAGE. THIS **CONTRACT** EXCLUDES COVERAGE FOR ANY LOSS COVERED BY **YOUR COVERED PRODUCT'S** MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY **YOUR PRODUCT'S** MANUFACTURER'S WARRANTY

ELIGIBILITY FOR COVERAGE. If **You** did not purchase this **Contract** at the same time as the purchase of the **Covered Product**, this section applies to **You**. Prior to the sale of this **Contract**, **We** reserve the right to obtain product information from **You** in order to determine eligibility for coverage. To be eligible for coverage, the **Product** must be in proper operating condition at the start of coverage and the information regarding the purchase date of the **Covered Product** must be correct. Inaccurate information regarding the **Product** purchase date may result in the **Product** being ineligible for coverage. **We** reserve the right to inspect the **Covered Product** to determine eligibility for coverage.

## SECTION 8. WHAT IS COVERED

- A. COVERED PRODUCTS. Consumer goods that are purchased concurrently with this **Contract** or consumer goods approved by the **Administrator** if this **Contract** was purchased after the original sale date of the consumer good(s).
- B. COVERAGE FOR REPAIRS. **We** will directly pay on **Your** behalf, or reimburse **You** based on pre approval by **Us**, the cost of parts and services that are needed to repair **Your Covered Product** due to a **Breakdown**. Replacement parts may be new or refurbished to meet the manufacturer's specifications of the **Covered Product**. Repair services will be performed by a qualified repair technician designated by **Us**.
- C. COVERAGE FOR REPLACEMENT. **We** have the sole right to determine whether a **Covered Product** will be repaired or replaced with the same make/model or comparable product. If **We** determine that a **Covered Product** is not

repairable due to unavailability of functional parts or technical information, **We** will replace the **Covered Product** with the same make/model up to the purchase price of **Your Covered Product** as shown in Section 4 of the registration page or, if that is not available, a comparable product. **We** will determine and authorize the comparable product if it will be the replacement product. In some cases replacements will be arranged through the manufacturer or a 3<sup>rd</sup> party authorized by the **Administrator**. **You** will have up to ninety (90) days from the date of authorization to complete the replacement process. The original **Covered Product** must be returned in order to receive **Your** replacement product (see section 9.A HOW TO FILE A CLAIM).

D. TECHNOLOGICAL ADVANCES AND REPLACEMENT PRODUCT AVAILABILITY MAY RESULT IN A REPLACEMENT PRODUCT WITH A

LOWER SELLING PRICE THAN THE ORIGINAL **PRODUCT** (THE NON- REPAIRABLE **COVERED PRODUCT**) . IN ALL CASES , PRODUCT COMPARABILITY FOR A REPLACEMENT PRODUCT WILL BE DETERMINED BY **US** AT **OUR** SOLE DISCRETION.

E. ACCIDENTAL DAMAGE IN HANDLING (“ADH”). The Covered Product is protected against accidental damage in handling such as drops and liquid spills (spill damage is not inclusive of stains). Immersion of Your Covered Product is not covered under this Contract. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, misplacement, digital viruses, or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit’s functionality, damage caused during shipment and any other limitations listed in Section 10. What is Not Covered. For the purpose of this Contract, Accidental Damage is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events .

F. POWER SURGE. Power surge damage is covered.

G. F O O D L O S S R E I M B U R S E M E N T F O R REFRIGERATORS AND FREEZERS. During the **Term** of this **Contract** **We** will reimburse **You** for any food spoilage that is the result of a mechanical failure of the **Covered Product**. The mechanical failure must be verified by **Us**. **You** must file **Your** claim within fourteen (14) days from the date the loss was verified. To file **Your** claim, call [INSERT TOLL-FREE NUMBER]. The maximum allowance for each claim under this **Contract** for food loss is \$250.00.

## SECTION 9. HOW TO FILE A CLAIM

A. TO OBTAIN SERVICE: Damage to the **Covered Product** must be reported within thirty (30) days of discovery to the **Administrator**. **You** can report **Your** claim by contacting the

**Administrator’s** customer service department at [XXX-XXX-XXXX]. **You** must have **Your**: (1) original receipt showing **Your** purchase of the **Covered Product** and this **Contract**; (2) the original copy of this **Contract** or the unique registration number printed on this **Contract**; (3) the original **Covered Product** purchase date or delivery date (if applicable) of the **Covered Product**; and (4) the discovery date of the damage. **You** shall reasonably cooperate with the **Administrator** in their efforts to perform **Our** obligations under this **Contract**. Failure to comply with the provisions in this **Contract** may void any claim.

B. If applicable, in-home service will be performed during normal business hours. If, due to the loss of the use of **Your Covered Product**, **Your** health or safety is endangered or if damage to or loss of **Your** property is threatened, **We** will make commercially reasonable efforts to expedite service. On some products, telephone support by a technician will be available and **You** may be asked to check some basic operational functions and be given possible solutions to get **Your Covered Product** back to working condition.

## SECTION 10. WHAT IS NOT COVERED

This Contract does not cover:

A. ACCESSORIES OR ATTACHMENTS.

B. REPLACEMENT OR REPAIR OF ANY COVERED P R O D U C T W H I C H I S D A M A G E D O R MALFUNCTIONING DUE TO CAUSES BEYOND OUR CONTROL INCLUDING, BUT NOT LIMITED T O , R E P L A C E M E N T S O R R E P A I R S NECESSITATED BY OPERATOR OR OWNER NEGLIGENCE SUCH AS THE FAILURE TO M A I N T A I N T H E C O V E R E D P R O D U C T ACCORDING TO THE OWNER’S MANUAL INSTRUCTIONS, IMPROPER INSTALLATION, TELEVISION BURN-IN , ABUSE, MISUSE,

VANDALISM, THEFT, MOLD, MILDEW, RUST OR CORROSION, ANIMAL OR INSECT INFESTATION , DAMAGE CAUSED BY LIGHTNING AND OTHER ACTS OF NATURE.

C. REPLACEMENT OF ANY COVERED PRODUCT FOR COVERED PRODUCT MISMATCH; COVERED PRODUCT UPGRADES; COMPONENTS OR ACCESSORIES SUCH AS BUT NOT LIMITED TO THERMOSTATS FOR ANY OF THE REASONS LISTED UNDER SUBSECTION C. ABOVE.

D. SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE COVERED PRODUCT OR EQUIPMENT.

E. REPAIRS MADE DURING THE CONTRACT TERM WHICH ARE NOT AUTHORIZED BY US.

F. REPAIRS MADE BY PARTIES NOT SPECIFICALLY AUTHORIZED BY US, SUCH AS, BUT NOT LIMITED TO, COVERED PRODUCTS THAT ARE IN A DISASSEMBLED STATE.

G. EXPENDABLE ITEMS, INCLUDING, BUT NOT LIMITED TO: ANY FILTERS, BULBS, FLUIDS ( GAS OIL , ETC. ) , AND OTHER OPERATING SUPPLIES.

H. TELEPHONE, WATER, GAS, ELECTRICAL OR OTHER LINES, DRAINS, OR DUCTWORK CONNECTING TO THE COVERED PRODUCT OR EQUIPMENT.

I. UPGRADES TO YOUR COVERED PRODUCT, PERMITS OR ANY ADDITIONAL EXPENSE INCURRED IN ORDER TO COMPLY WITH LOCAL, STATE OR FEDERAL BUILDING CODES AND OTHER LAWS AND REGULATIONS.

J. ANY NONFUNCTIONAL REPAIRS, PARTS OR COSMETIC DEFECTS OF COVERED PRODUCTS PURCHASED AS "RECONDITIONED" OR "USED".

K. COVERED PRODUCTS USED FOR BUSINESS OR COMMERCIAL USE.

L. COVERED PRODUCTS WHICH HAVE A VOIDED OR INVALID MANUFACTURER'S WARRANTY.

M. NORMAL WEAR AND TEAR UNLESS TIED TO AN ELECTRICAL OR MECHANICAL BREAKDOWN.

N. ABNORMAL USAGE OF THE COVERED PRODUCT.

O. INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF CAUSED BY THE FAILURE OF THE COVERED PRODUCT; AND ANY AND ALL PRE EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT

## SECTION 11. CONTRACT CANCELLATION

**You** may cancel this **Contract** at any time for any reason by bringing this **Contract** back to the location where the **Covered Product** was purchased or by calling **Us** at [INSERT TOLL-FREE NUMBER] or by mailing written notice of cancellation to: Arch Insurance Canada Ltd. at 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada. Conditions and rights regarding cancellations in the state where **You** purchased this **Contract** may be different from the conditions and rights set forth in this subsection. If so, a Special State Disclosure will appear in SECTION 16 – SPECIAL STATE DISCLOSURES for the state in which this **Contract** was sold and will amend this subsection.

A. **You** may cancel this **Contract** at any time subject to the following:

- 1) If **You** cancel this **Contract** within sixty (60) days from the date of purchase, and provided no claim has been made, **We** will pay a full refund of the **Contract** purchase price.
- 2) If **You** cancel this **Contract** after it has been in force for more than sixty (60) days, or if a claim has been authorized, then **You** will receive a prorated refund of the **Contract** purchase price based on the number of elapsed months, less the value of any claims paid or authorized less an administration fee, where permitted, of

Ten percent (10%) of the purchase price of this **Contract** or twenty-five dollars ten (\$25), whichever is less.

- 3) For questions regarding cancellation or to initiate a cancellation request, please contact the Retailer/Seller listed in Section 2 of the Registration Page or the **Administrator**.
- 4) If **You** request cancellation of this **Contract**, the entire **Contract** will be cancelled and none of the benefits will be available to **You** (i.e. **You** cannot cancel coverages separately.)

B. **We** may cancel this **Contract** at any time subject to the following:

- 1) Nonpayment of the **Contract** purchase price;
- 2) **Our** discovery of fraud or material misrepresentation made by **You** or **Your** representative in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**;
- 3) If **We** determine that **We** cannot repair or replace **Your Covered Product** due to the causes listed in Section 9 (C) of this **Contract**;
- 4) If the **Covered Product's** model or serial number is altered, missing or illegible.
- 5) Notice of cancellation stating the specific reason(s) for cancellation will be sent to **You** at least ten (10) days prior to the effective date of cancellation. However, prior notice is not required if cancellation is due to nonpayment of the **Contract** purchase price or fraud or material misrepresentation made by **You** or **Your** representative in obtaining this **Contract** or by **You** in pursuing a claim under this **Contract**.
- 6) If **We** cancel this **Contract** within sixty (60) days of the date of **Contract** purchase, and

no claim has been made, then **We** will pay a full refund of the **Contract** purchase price.

## SECTION 12. CONTRACT TRANSFER AND RENEWAL

This **Contract** is not renewable or transferable and does not supersede any applicable manufacturer's warranty. **You** are the only person eligible for coverage under this **Contract**.

## SECTION 13. LIMIT OF LIABILITY

EXCEPT AS OTHERWISE REQUIRED BY LAW OR IS PROVIDED IN SECTION 8, **WE** AND **OUR** AGENTS, CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF **COVERED PRODUCT** OR ANY OTHER DAMAGES RESULTING FROM THE **BREAKDOWN** OR FAILURE OF THE **COVERED PRODUCT**, DELAYS IN REPAIR OR REPLACEMENT, AVAILABILITY OF PRODUCTS INCLUDING PARTS OR THE INABILITY TO REPAIR OR REPLACE ANY **COVERED PRODUCT**. UNDER NO CIRCUMSTANCES WILL THE OBLIGATIONS UNDER THIS **CONTRACT** EXCEED THE PURCHASE PRICE PAID FOR THE **COVERED PRODUCT**.

**Our** cost and liability to provide service, repair or replacement under this **Contract** is limited to the lesser of the cost of authorized repairs or replacement of the **Covered Product** with a product of equal or similar features and functionality. In no event will the **Our** total liability for all repairs or replacement exceed the lesser of the original purchase price of the **Covered Product**, excluding tax and delivery costs (or) \$10,000.

## SECTION 14. INSURANCE

This **Contract** is not an insurance policy. **Our** obligations under this **Contract** are insured under a contractual liability insurance policy. If **We** do not pay, do not provide a service claimed, do not make any refund or if **We** become insolvent or otherwise financially impaired, within sixty (60) days after proof of loss has been filed, **You** shall be entitled to file a claim directly with the insurer of the policy. The

reimbursement insurance policy is issued by Arch Insurance Company, 2345 Grand Blvd, Suite 900, Kansas City, MO 64108 and toll-free number: [(800) 821-5546.]

## SECTION 15: ARBITRATION

Please read this arbitration provision carefully. It affects **Your** rights.

Most of your concerns about this **Contract** can be addressed by contacting **Us** at [XXX-XXX-XXXX]. If **We** cannot resolve any disputes with **You** related to the **Contract**, including claims, **You** and **We** agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, **You** and **We** agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This **Contract** is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this **Contract**. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this **Contract** or any prior agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire **Contract** ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. **You** may obtain a copy of the AAA's Rules by calling [1-800-778-7879]. Upon written request **We** will advance to **You** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of

limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by **Us** with the state in which **You** purchased this **Contract**. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C § et. Seq. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than **You**, or to apply to Claims other than **Yours**. This Provision shall inure to the benefit of and be binding on **You** and **Us** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this **Contract**.

**YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

**FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.**

## SECTION 16: ENTIRE AGREEMENT

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.

## SECTION 17: STATE/PROVINCE SPECIFIC DISCLOSURES:

Regulation of consumer service contracts may vary widely from state to state. Any provision within this **Contract**, which conflicts with the laws of the state where **You** reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The

following state specific requirements apply if **Your Contract** was purchased in one of the following states and supersede any other provision, terms or conditions in **Your Contract** to the contrary.

**ALABAMA only:** Our obligations under this **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the **Contract**. In the event the Provider/Obligor cancels the **Contract**, the Provider/Obligor will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the **Contract** fee or a material misrepresentation by **You** relating to the covered property or its use.

**ARIZONA only:** **You** have a duty to protect against any further damage to the **Covered Product** after the **Covered Product** has been damaged and shall follow any requirement to follow the owner's manual of the **Covered Product**.

**Cancellation:** If **Your** written notice of cancellation is received prior to the expiration date, **We** will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the **Contract**. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed ten percent of the gross amount paid by **You** for the **Contract**. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this **Contract** in Arizona.

**Dispute Resolution:** Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461,

Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. **You** have a right to file a complaint with the Department of Insurance and Financial Institutions against **Us** by contacting the Department of Insurance and Financial Institutions at [800-325-2548] or [difi.az.gov/complaint](http://difi.az.gov/complaint).

Our obligations under this **Contract** are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

**ARKANSAS only:** **We** shall mail a written notice of cancellation to **You** within fifteen (15) days of the date of termination in the event **We** terminate this **Contract**.

**CALIFORNIA only:** With respect to California **Contract** holders, the Administrator under the **Contract** is **First Shield Consumer Service Corporation**. The Provider/Obligor under the **Contract** is First Shield Consumer Service Corporation. This **Contract** may be cancelled by **You** for any reason, including, but not limited to, the **Covered Product** covered under this **Contract** being sold, lost, stolen or destroyed. If **You** decide to cancel the **Contract**, and a cancellation notice is received by the Retailer within 60 days of the date **You** received the **Contract**, and **You** have made no claims against the **Contract**, **You** will be refunded the full **Contract** price, less any claims; or if the **Contract** is cancelled by written notice after 60 days from the date **You** received the **Contract**, **You** will be refunded a pro rated amount of the **Contract** price, less any claims paid or less an administrative fee of 10% of the **Contract** price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this **Contract**, please contact **Your** Retailer.

**CONNECTICUT only:** The term of this **Contract** is automatically extended by the length of time in which the **Covered Product** is in the Provider/Obligor's custody for repair under the **Contract**. In



the event of a dispute with the Provider/Obligor, **You** may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **Covered Product**, the cost of repair of the **Covered Product**, and a copy of this **Contract**.

**FLORIDA only:** If **You** cancel this **Contract** by written notice after 60 days from the date **You** received the **Contract**, **You** will receive a refund equal to 90% of the unearned pro rata purchase price of the **Contract**, less any claims that have been paid or less the cost of repairs made on **Your** behalf. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. If **We** cancel this **Contract**, **You** will receive one hundred percent (100%) of the unearned pro rata purchase price of the **Contract**, less any claims paid or the cost of repairs made on **Your** behalf. The rates charged for the **Contract** are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** **You** may cancel this **Contract** at any time by notifying the Retailer in writing or by surrendering the **Contract** to the Retailer, whereupon the Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. The Provider/Obligor is also entitled to cancel the **Contract** at any time based upon fraud, misrepresentation, nonpayment of fees by **You**, or non-renewal.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by **Us** or the Retailer.

Procedures for cancellation of the **Contract** will comply with section 33-24-44 of the Georgia code. Administrator may cancel the **Contract** upon thirty (30) days written notice to **You**.

**HAWAII only:** To arrange for cancellation of this **Contract**, please contact **Your** Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the Retailer. These provisions apply only to the original purchaser of the **Contract**. In the event the Provider/Obligor cancels the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation by **You** relating to the **Covered Product** or its use, or a substantial breach of **Your** duties relating to the **Covered Product** or its use. Our obligations under this **Contract** are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

**ILLINOIS only:** First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this **Contract** in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the **Covered Product** to normal condition as a result of covered failure due to normal wear and tear. **You** may cancel this **Contract** at any time. If **You** cancel this **Contract** within the first sixty (60) days of purchase and if no service has been provided to **You**, **You** shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If **You** cancel this **Contract** at any other time or if **You** cancel after service has been provided to **You**, **You** shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this **Contract**, please contact **Your** Retailer.

**INDIANA only:** This **Contract** is not insurance and is not subject to Indiana insurance law.

**MAINE only:** If the covered **Product** requires emergency repairs outside of normal business hours, **You** can submit your claim by calling toll-free at [ ]

**MARYLAND only:** If **You** cancel this **Contract** within sixty (60) days, and a claim has not been made under the **Contract** prior to its cancellation, the **Contract** is void and **We** shall refund to **You** in the full consideration paid for this **Contract** within 45 days after the cancellation.

**MASSACHUSETTS only:** **You** have the duty to protect against any further damage after the covered **Product** has been damaged and shall follow the requirements contained in the owner's manual for the **Product**. Our obligations under this **Contract** are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

**MINNESOTA only:** **You** have the duty to protect against any further damage to the covered **Product** after the **Product** has been damaged and shall follow the requirements contained in the owner's manual for the **Product**. Our obligations under this **Contract** are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

**MISSOURI only:** Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. If **You** made no claim under the **Contract**, the **Contract** is void and the full purchase price will be refunded to **You** or credited to **Your** account. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the Retailer. The

following sentence is added as the last sentence of Section 9.B: If it is an emergency and **We** cannot be reached, **You** can proceed with repairs. **We** will reimburse **You** or the repairing facility in accordance with the **Contract** provisions.

**MONTANA only:** Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

**NEVADA only:** To arrange for cancellation of this **Contract**, please contact **Your** Retailer. If you arrange for cancellation within 60 days of the effective date of the **Contract**, **We** will refund to **You** the purchase price of this **Contract** within 45 days after it has been returned to **Us**. If **We** do not refund the purchase price within 45 days, **We** will pay **You** a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. **You** may also cancel this **Contract** at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the **Contract**.

**We** may not cancel this **Contract** once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by **You** to pay the **Contract** purchase price;
- (b) **Your** conviction of a crime which results in an increase in the service required under the **Contract**;
- (c) Discovery of fraud or material misrepresentation perpetrated by **You** in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this **Contract** by **You** which substantially and materially increases the service requested under the **Contract**; or (e) A material change in the nature or extent of the service required under the **Contract**, which occurs after the purchase of this **Contract**, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If **We** cancel this **Contract** for any of the above reasons, **You** will receive a refund equal to the pro rata purchase price. With respect to each **Covered Product** covered under the **Contract**, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price **You** paid for such **Covered Product**. **We** may not cancel the **Contract** until at least fifteen (15) days after the notice of cancellation has been mailed to **You**. The obligations under the **Contract** are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

**NEW HAMPSHIRE only:** In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under this **Contract** are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, **You** may file **Your** claim directly with Arch Insurance Company.

**NEW JERSEY only:** Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

**NEW MEXICO only:** To arrange for cancellation of this **Contract**, please contact **Your** Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the **Contract**. These provisions apply only to the original purchaser of the **Contract**. **We** may not cancel this **Contract** once it has been in effect for seventy (70) days except for the following conditions:

(a) Failure to pay an amount when due; (b) **Your** conviction of a crime that results in an increase in the service required under the **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service thereunder; or

(d) Discovery of an act or omission or a violation of any condition of the **Contract** by **You**, which substantially and materially increases the service required under the **Contract**

If **We** cancel this **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the **Covered Product** or its use.

**NEW YORK only:** The obligations of the Provider/Obligor under this **Contract** are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this **Contract**, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this **Contract** or perform any service the Provider/Obligor is legally obligated to perform under this **Contract**. If **You** made no claim, this **Contract** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. **We** will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the **Contract**. These provisions apply only to the original purchaser of the **Contract**. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the **Covered Product** or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 [(800)-821-5546].

**NORTH CAROLINA only:** The purchase of this **Contract** is not required in order to obtain financing. **We** may not cancel this **Contract** except for nonpayment by **You** or for violation of any of the terms and conditions of the **Contract**. If **You** cancel this **Contract** sixty (60) days or more after this **Contract**'s effective date, **You** will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this **Contract**, please contact **Your** Retailer.

**OREGON only:** If **You** are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

**OKLAHOMA only:** Obligations of the Provider under this **Contract** are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this **Contract** is First Shield Consumer Service Corporation (License # 510067482). In the event **You** cancel this **Contract** sixty (60) days or more after this **Contract**'s effective date, **You** shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. In the event **We** cancel this **Contract**, **You** shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

**SOUTH CAROLINA only:** In order to prevent damage to the **Covered Product**, please refer to the owner's manual. This **Contract** does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect **Your Covered Product** from further damage after a failure occurs.. If **You** made no claim, this

**Contract** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. **We** will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the **Contract**. These provisions apply only to the original purchaser of the **Contract**. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the covered **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.

**TEXAS only:** If **You** made no claim, this **Contract** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. **We** will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the **Contract**. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation by **You** relating to the covered **Covered Product** or its use, or a substantial breach of **Your** duties relating to the covered **Covered Product** or its use. Obligations of the Provider under the **Contract** are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event **We** do not pay out a claim, **You** may apply for reimbursement directly to the insurer if a covered claim is not provided to **You** by the **Us**

before the 61st day after the date the **You** provide a proof of loss.

**UTAH only:** The language in the CANCELLATION section regarding Our rights to cancel this **Contract** is deleted and replaced with: **We** may cancel this **Contract** by providing **You** with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. **We** may cancel this **Contract** by providing **You** with ten (10) days written notice, if the reason for cancellation is non-payment by **You**. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and **We** cannot be reached, **You** can proceed with repairs. **We** will reimburse **You** or the repairing facility in accordance with the **Contract** provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by **Us** or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Any matter in dispute between **You** and **Us** 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 **Us**. Any decision reached by arbitration shall be binding upon both you and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage

afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

**VERMONT only:** To arrange for cancellation of this **Contract**, please contact **Your** Retailer. Our obligations under this **Contract** are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that **We** are unable to perform under the **Contract**, Arch Insurance Company, which shall pay on Our behalf any sums **We** are legally obligated to pay and shall provide the service, which **We** are legally obligated to perform according to Our contractual obligations under the **Contract**.

**VIRGINIA only:** If any promise made in the **Contract** 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. **You** are hereby notified that the purchase of the contract is not mandatory and may be waived.

**WASHINGTON only:** **We** will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the **Contract**. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy. The provider is Arch Insurance Canada Ltd. at 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada. **You** may contact them toll-free at [877-861-2176].

**WISCONSIN only:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If **You** are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a claim for service

has not been completed within sixty (60) days after proof of loss has been filed with **Us**, or if the Provider becomes insolvent or otherwise financially impaired, the claim can be submitted to Arch Insurance Company, who insures Our obligations under this **Contract**, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, [(800)-821-5546]. If **You** made no claim, this **Contract** is void and the full purchase price will be refunded to **You** or credited to **Your** account. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. **We** will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. These provisions apply only to the original purchaser of the **Contract**. In the event that **You** experience a total loss of the **Covered Product** covered by this **Contract** that is not covered by a replacement of the **Covered Product** pursuant to the terms of the **Contract**, **You** shall be entitled to cancel this **Contract** and receive a pro rata refund of any unearned **Contract** fee, less any claims paid. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

**WYOMING only:** If **You** made no claim, this **Contract** is void and the full purchase price will be refunded to **You**. To arrange for cancellation of this **Contract**, please contact **Your** Retailer. **We** will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. These provisions apply only to the original purchaser of the **Contract**. In the event **We** cancel this **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the **Contract** fee, a material misrepresentation by **You** relating to the covered **Covered Product** or its use, or a substantial breach of **Your** duties relating to the covered

**Covered Product** or its use. Obligations under this **Contract** are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by **Us** within sixty (60) days of **You** submitting proof, **You** are entitled to apply directly to the reimbursement insurance company.

**CANADA only:** Arch Insurance Canada Ltd., 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, Ontario M5J 2J2, is the Provider/Obligor for Contracts sold in Canada. This Contract is available in French on request. Any provision that conflicts with the consumer protection law of your province or territory is deemed amended to comply with that law.

**ONTARIO only:** You may cancel this Contract within ten (10) days after receiving a written copy if it was purchased away from the seller's ordinary place of business. Ontario's Consumer Protection Act, 2002— and the implied warranties of quality and fitness under the Sale of Goods Act—apply in addition to the benefits of this Contract.

**QUEBEC only:** Le présent contrat est disponible en français sur demande. Before an extended warranty is sold, the merchant must inform you of the legal warranty provided by the Consumer Protection Act. You may cancel this Contract within ten (10) days of signing by sending us written notice and will receive a full refund within ten (10) days. If this Contract is classified as an insurance policy, Quebec insurance cancellation rules apply.

**BRITISH COLUMBIA only:** Extended warranties covering risks other than product defects (for example, theft, loss or accidental damage) are deemed insurance in British Columbia and must be underwritten by an authorized insurer and sold through a licensed insurance agent. Manufacturer or retailer warranties covering defects remain governed by provincial consumer law.

**ALBERTA only:** Extended warranties offered by anyone other than the product's manufacturer or its affiliate are regulated as insurance in Alberta. Such contracts must be backed by a licensed insurer and sold by a holder of a restricted insurance agent licence. Direct sales contracts may be cancelled within ten (10) days of receiving this Contract.

**MANITOBA only:** The retailer that sold you this Contract is statutorily liable for every obligation set out in it. Before selling a cellphone warranty, the supplier must disclose any existing manufacturer's warranty. Directsales contracts may be cancelled within ten (10) days.

**SASKATCHEWAN only:** When this Contract is provided by the manufacturer, selling retailer or an affiliate, it is governed by Saskatchewan consumer law. If offered by an unrelated third party, it is considered insurance and must be underwritten by a licensed insurer and sold by a licensed insurance agent. Implied warranties of durability and fitness apply.

**NOVA SCOTIA only:** This Contract adds to— and does not limit—statutory warranties of merchantable quality, fitness and reasonable durability. Directsales contracts may be cancelled within ten (10) days of purchase.

**NEW BRUNSWICK only:** Extended warranties sold incidentally by the product's retailer or manufacturer are governed by consumer law. A warranty offered by an unrelated third party is considered insurance and must be issued by a licensed insurer and sold by a licensed insurance representative. Coolingoff rights apply where required by law.

**NEWFOUNDLAND & LABRADOR only:** This Contract does not diminish your statutory warranties of merchantable quality and fitness for purpose. Directsales contracts may be cancelled within ten (10) days of receiving this Contract.

**PRINCE EDWARD ISLAND only:** Any remaining coverage under this Contract transfers to a subsequent owner of the product without charge. Directsales contracts may be cancelled within ten (10) days of purchase. Statutory warranties under the Sale of Goods Act continue to apply.

**NORTHWEST TERRITORIES only:** Consumerprotection and Sale of Goods legislation supply implied warranties of quality and fitness that are additional to this Contract. Directsales contracts may be cancelled within ten (10) days.

**YUKON only:** The Sale of Goods Act guarantees merchantable quality and fitness. A doortodoor or remote sale of this Contract may be cancelled within ten (10) days.

**NUNAVUT only:** This Contract is available in Inuktitut on request. Implied warranties under Nunavut law apply in addition to this Contract. Doortodoor or remote sales may be cancelled within ten (10) day

**ARCH INSURANCE CANADA LTD.**  
**CONTRAT DE SERVICE POUR BIENS DE CONSOMMATION**

REGISTRATION PAGE **REGISTRATION PAGE** FSCSC - \_\_\_\_\_ SECTION 1.

**RENSEIGNEMENTS SUR LE CLIENT**

Nom de famille du client	Prénom du client	Initiale du deuxième prénom	Adresse courriel	
Adresse	Appartement/Bureau	Ville	État/Province	Code postal
Numéro de téléphone principal du client	Numéro de téléphone mobile du client			

**SECTION 2. RENSEIGNEMENTS SUR LE DÉTAILLANT/LE VENDEUR**

Retailer/Seller Name	Adresse	Ville	État/Province	Code postal
Phone #	N° de magasin			

**SECTION 3. RENSEIGNEMENTS SUR LE PRODUIT DE CONSOMMATION**

Covered Product Description		
Manufacturer/Make	Modèle n°	
Serial #	Date d'achat du produit couvert	Prix d'achat du produit couvert

**SECTION 4. COUVERTURE**

Term _____ Years	Date d'achat du contrat	Prix d'achat du contrat
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**SECTION 5. AUTRES RENSEIGNEMENTS IMPORTANTS**



1. Le présent Contrat n'est pas une police d'assurance.
2. Les droits, privilèges et/ou conditions régissant le présent Contrat peuvent varier selon l'État où il a été acheté. Le cas échéant, un avis particulier propre à l'État, modifiant ces droits, privilèges et/ou conditions, figurera dans la section « DIVULGATIONS SPÉCIFIQUES À L'ÉTAT » du présent Contrat.
3. Le détaillant/vendeur identifié ci-dessus a droit à une rémunération de notre part pour les services rendus lors de la vente du présent Contrat.
4. Vous n'êtes pas tenu d'acheter le présent Contrat comme condition d'obtention d'un prêt ni comme condition pour l'achat du Produit couvert.

Fournisseur/Obligé : Arch Insurance Canada Ltd. 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada	Service à la clientèle (sans frais) : 844-686-1217
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## CONDITIONS GÉNÉRALES

### SECTION 6. DÉFINITIONS

- A. **Administrateur** : L'administrateur aux termes du présent Contrat est Seel Insurance Services Canada, Inc. (sans frais : 844-686-1217).
- B. **Panne (« Breakdown »)** : Défaillance du Produit couvert à fonctionner comme prévu dans des conditions normales en raison d'une défaillance mécanique ou électronique, ou selon la couverture décrite à la Section 8.
- C. **Contrat** : La Page d'inscription combinée aux présentes Conditions générales constitue le Contrat.
- D. **Durée (« Term »)** : La période de couverture du présent Contrat, telle qu'indiquée à la Section 4 de la Page d'inscription, commençant à la date applicable indiquée au Contrat. Veuillez conserver un exemplaire du présent Contrat et le reçu d'achat original; ces documents sont nécessaires pour obtenir le service.

### E. **Produit couvert (« Covered Product »)** :

L'article couvert par le présent Contrat, tel qu'indiqué à la Section 3 de la Page d'inscription et défini à la Section 8.A (PRODUITS COUVERTS).

- F. **Provider, Obligor, We, Us, Our**: The company which is obligated to You en vertu de Le présent Contrat which is Arch ASSURANCE Canada Ltd. at 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada and Toll-Free Number [XXX-XXX XXXX]
- G. **Vous, Votre, Titulaire du Contrat** : L'acheteur du présent Contrat indiqué à la Section 1 de la Page d'inscription.

### SECTION 7. FONCTIONNEMENT DU CONTRAT

Le présent Contrat will cover a Panne of the Produit couvert(s) as cited in Section 8.A COVERED PRODUCTS. We will repair or replace the Produit couvert, or at Our option reimburse the Prix d'achat of Your Produit couvert as shown in Section 3 of the registration page, with no deductible for service(s).

PRODUCTS COVERED BY A garantie du fabricant. Produit couverts experiencing a Panne that are still covered en vertu de the garantie du fabricant period or recall work, will be serviced par a manufacturer's autorisée technician in accordance with the manufacturer's guidelines. Le présent Contrat is inclusive of and runs concurrently with the garantie du fabricant, it does not replace it. Le présent Contrat provides benefits in addition to the garantie du fabricant. IF THE Durée OF Le présent Contrat OVERLAPS WITH THE Durée OF THE Produit couvert'S garantie du fabricant, LOOK FIRST TO YOUR Produit couvert'S garantie du fabricant FOR COVERAGE. Le présent Contrat EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR Produit couvert'S garantie du fabricant, BUT MAY NEVERTHELESS

PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR PRODUCT'S garantie du fabricant

ADMISSIBILITÉ À LA COUVERTURE. Si le Contrat n'a pas été acheté en même temps que le Produit, Nous pouvons demander des renseignements afin de vérifier l'admissibilité. Le Produit doit être en bon état de fonctionnement au début de la couverture; des renseignements inexacts peuvent rendre le Produit inadmissible.

## **SECTION 8. CE QUI EST COUVERT**

- A. PRODUITS COUVERTS. Biens de consommation achetés en même temps que le Contrat ou approuvés par l'Administrateur si le Contrat a été acheté après la vente initiale.
- B. COUVERTURE DES RÉPARATIONS. We will directly pay on Your behalf, or reimburse You based on pre-approval par Us, the cost of parts and services that are needed to repair Your Produit couvert due to a Panne. Replacement parts may be new or refurbished to meet the manufacturer's specifications of the Produit couvert. Repair services will be performed par a qualified repair technician designated par Us.
- C. COUVERTURE DU REMPLACEMENT. We have the sole right to determine whether a Produit couvert will be repaired or replaced with the same make/Modèle or comparable product. Si We determine that a Produit couvert is not repairable due to unavailability of functional parts or technical information, We will replace the Produit couvert with the same make/Modèle up to the Prix d'achat of Your Produit couvert as shown in Section 4 of the registration page or, if that is not available, a comparable product. We will determine and authorize the comparable product if it will be the replacement product. In some cases

replacements will be arranged through the manufacturer or a 3rd party autorisée par the Administrateur. You will have up to ninety (90) jours from the date of authorization to complete the replacement process. The original Produit couvert must be returned in order to receive Your replacement product (see section 9.A HOW TO FILE A CLAIM).

- D. AVANCÉE ESTECHNOLOGIQUES OU DISPONIBILITÉ DU PRODUIT DE REMPLACEMENT. Ces facteurs peuvent faire en sorte que le produit de remplacement ait un prix de vente inférieur à celui du produit d'origine. EN TOUT ÉTAT DE CAUSE, LA COMPARABILITÉ DU PRODUIT DE REMPLACEMENT SERA DÉTERMINÉE À NOTRE SEULE DISCRÉTION.
- E. DOMMAGES ACCIDENTELS LORS DE LA MANIPULATION (« ADH »). Couverture contre les chutes et éclaboussures; l'immersion complète est exclue. Sont exclus : vol, perte, dommages esthétiques n'affectant pas la fonctionnalité, etc.
- F. SURTENSION. Les dommages causés par une surtension électrique sont couverts.

- G. INDEMNITÉ POUR DENRÉES ALIMENTAIRES — R É F R I G É R A T E U R S E T C O N G É L A T E U R S .  
Remboursement des denrées perdues en cas de défaillance mécanique vérifiée, jusqu'à 250,00 \$ par réclamation.

## **SECTION 9. COMMENT PRÉSENTER UNE RÉCLAMATION**

- A. POUR OBTENIR UN SERVICE : Signalez tout dommage dans les 30 jours; conservez votre reçu et le Contrat; coopérez raisonnablement avec l'Administrateur. Le non-respect peut entraîner le rejet de la réclamation.
- B. Le cas échéant, le service à domicile sera effectué pendant les heures normales. Si votre santé ou votre sécurité est menacée par la perte d'usage du Produit couvert, nous ferons des efforts commercialement raisonnables pour accélérer le service. Pour certains produits, une assistance téléphonique pourra être fournie; il pourra vous être demandé d'effectuer des vérifications de base et d'appliquer des solutions pour remettre le produit en état.

## **SECTION 10. CE QUI N'EST PAS COUVERT**

Le présent Contrat ne couvre pas notamment :  
Produits hors territoire, accessoires, abus/  
mauvaise utilisation/force majeure, modifications,  
réparations non autorisées, consommables,  
conformité aux codes, produits reconditionnés/  
usagés, usage professionnel/commercial, garantie fabricant nulle, usure normale (sauf panne),  
utilisation anormale, dommages indirects,  
conditions préexistantes.

A. ACCESSOIRES OU PÉRIPHÉRIQUES.

B. LE REMPLACEMENT OU LA RÉPARATION D'UN PRODUIT COUVERT ENDOMMAGÉ OU DÉFECTUEUX POUR DES CAUSES HORS DE N O T R E C O N T R Ô L E , N O T A M M E N T :

NÉGLIGENCE DE L'EXPLOITANT/PROPRIÉTAIRE ( P . E X . , N O N - R E S P E C T D U M A N U E L D'UTILISATION), INSTALLATION INCORRECTE, M A R Q U A G E P E R M A N E N T D ' É C R A N (BURN-IN), ABUS, MAUVAISE UTILISATION, VANDALISME, VOL, MOISSURES, ROUILLE OU CORROSION, INFESTATION ANIMALE OU D'INSECTES, FOUDRE ET AUTRES CAS DE FORCE MAJEURE.

- C. LE REMPLACEMENT D'UN PRODUIT COUVERT EN RAISON D'UNE INCOMPATIBILITÉ, DE MISES À NIVEAU, DE COMPOSANTS OU D'ACCESOIRES ( Y C O M P R I S L E S T H E R M O S T A T S ) POUR L'UN DES MOTIFS É N O N C É S A U S O U S - P A R A G R A P H E C I - D E S S U S .
- D. SERVICE REQUIS À LA SUITE DE TOUTE MODIFICATION DU PRODUIT COUVERT OU DE L'ÉQUIPEMENT.
- E. LES RÉPARATIONS EFFECTUÉES PENDANT LA DURÉE DU CONTRAT QUI NE SONT PAS AUTORISÉES PAR NOUS.
- F. LES RÉPARATIONS EFFECTUÉES PAR DES TIERS NON EXPRESSÉMENT AUTORISÉS PAR NOUS, Y COMPRIS, SANS S'Y LIMITER, LES PRODUITS COUVERTS EN ÉTAT DÉMONTÉ.
- G. LES ARTICLES CONSOMMABLES, Y COMPRIS, SANS S'Y LIMITER : FILTRES, AMPOULES, FLUIDES (ESSENCE, HUILE, ETC.) ET AUTRES FOURNITURES D'EXPLOITATION.
- H. LES LIGNES TÉLÉPHONIQUES, D'EAU, DE GAZ, D'ÉLECTRICITÉ OU AUTRES, LES DRAINS OU CONDUITS RACCORDÉS AU PRODUIT COUVERT OU À L'ÉQUIPEMENT.
- I. LES MISES À NIVEAU DE VOTRE PRODUIT COUVERT, LES PERMIS OU TOUTE DÉPENSE ADDITIONNELLE POUR SE CONFORMER AUX CODES DU BÂTIMENT PROVINCIAUX OU F É D É R A U X E T A U X A U T R E S L O I S E T R È G L E M E N T S .
- J. TOUTE RÉPARATION NON FONCTIONNELLE, PIÈCES OU DÉFAUTS ESTHÉTIQUES DES

**PRODUITS COUVERTS ACHETÉS COMME « RECONDITIONNÉS » OU « USAGÉS ».**

**K. PRODUITS COUVERTS . B i e n s d e consommation achetés en même temps que le Contrat ou approuvés par l'Administrateur si le Contrat a été acheté après la vente initiale.**

**L. PRODUITS COUVERTS . B i e n s d e consommation achetés en même temps que le Contrat ou approuvés par l'Administrateur si le Contrat a été acheté après la vente initiale.**

**M. USURE NORMALE SAUF SI LIÉE À UNE PANNE ÉLECTRIQUE OU MÉCANIQUE.**

**N. UTILISATION ANORMALE DU PRODUIT.**

**O. LES DOMMAGES ACCESSOIRES OU INDIRECTS, MÊME S'ILS SONT CAUSÉS PAR LA PERTE D'USAGE, AINSI QUE TOUTE CONDITION SURVENUE AVANT LA DATE D'EFFET DU PRÉSENT CONTRAT.**

## **SECTION 11. RÉSILIATION DU CONTRAT**

**RÉSILIATION : Vous pouvez résilier en tout temps. Remboursement intégral sous 60 jours si aucune réclamation; sinon remboursement au prorata moins frais permis. Nous pouvons résilier pour non-paiement, fraude/fausse déclaration, impossibilité de service, numéros altérés.**

**A. RÉSILIATION : Vous pouvez résilier en tout temps. Remboursement intégral sous 60 jours si aucune réclamation; sinon remboursement au prorata moins frais permis. Nous pouvons résilier pour non-paiement, fraude/fausse déclaration, impossibilité de service, numéros altérés.**

- 1) Si You résilier Le présent Contrat dans sixty (60) jours from the date of achat, and provided no claim a été effectuées, We will pay a full refund of the Contract Prix d'achat.
- 2) Si You résilier Le présent Contrat après it a été in force for more than sixty (60) jours,

or if une réclamation a été autorisée, then Vous recevrez un remboursement au prorata of the Contract Prix d'achat based on the number of elapsed months, moins the value of any claims paid or autorisée moins an administration fee, where permitted, of ten percent (10%) of the Prix d'achat of Le présent Contrat or twenty five dollars (\$25), whichever is moins.

- 3) For questions regarding cancellation or to initiate a cancellation request, please contact the Détaillant/Vendeur listed in Section 2 of the Registration Page or the Administrateur.
- 4) Si You request cancellation of Le présent Contrat, the entire Contract will be cancelled and none of the benefits will be available to You (i.e. You cannot résilier coverages separately.)

**B. We may résilier Le présent Contrat at any time subject to the following:**

- 1) Non-paiement du prix d'achat du Contrat ;
- 2) **Our discovery of fraud or material misrepresentation effectuées par You or Your representative in obtaining Le présent Contrat or par You in pursuing une réclamation en vertu de Le présent Contrat;**
- 3) Si We determine that We cannot repair or replace Your Produit couvert due to the causes listed in Section 9 (C) of Le présent Contrat;
- 4) Si the Produit couvert's Modèle or Série number is altered, missing or illegible.
- 5) Notice of cancellation stating the specific reason(s) for cancellation will be sent to You at least ten (10) jours prior to the effective date of cancellation. However, prior notice is not required if cancellation is due to nonpayment of the Contract Prix d'achat or fraud or material misrepresentation effectuées par You or Your representative in

obtaining Le présent Contrat or par You in pursuing une réclamation en vertu de Le présent Contrat.

- 6) Si We résilier Le présent Contrat dans sixty (60) jours of the date of Contract achat, and no claim a été effectuées, then We will pay a full refund of the Contract Prix d'achat.

## **SECTION 12. TRANSFERT ET RENOUVELLEMENT DU CONTRAT**

TRANSFERT/RENOUVELLEMENT : Le Contrat n'est ni renouvelable ni transférable; il ne remplace pas la garantie du fabricant.

## **SECTION 13. LIMITE DE RESPONSABILITÉ**

EXCEPT AS OTHERWISE REQUIRED BY LAW OR IS PROVIDED IN SECTION 8, WE AND OUR AGENTS, CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF Produit couvert OR ANY OTHER DAMAGES RESULTING FROM THE Panne OR FAILURE OF THE Produit couvert, DELAYS IN REPAIR OR REPLACEMENT, AVAILABILITY OF PRODUCTS INCLUDING PARTS OR THE INABILITY TO REPAIR OR REPLACE ANY Produit couvert. UNDER NO CIRCUMSTANCES WILL THE OBLIGATIONS UNDER Le présent Contrat EXCEED THE Prix d'achat PAID FOR THE Produit couvert.

**Our cost and liability to provide service, repair or replacement en vertu de Le présent Contrat is limited to the lesser of the cost of autorisée réparations or replacement of the Produit couvert with a product of equal or similar features and functionality. In no event will the Our total liability for all réparations or replacement exceed the lesser of the original Prix d'achat of the Produit couvert, excluding tax and delivery costs (or) \$10,000.**

## **SECTION 14. ASSURANCE**

ASSURANCE : Le Contrat n'est pas une police d'assurance; nos obligations sont couvertes par une police de responsabilité contractuelle. En cas de défaut de service sous 60 jours après preuve de

perte, vous pouvez réclamer directement à l'assureur (Arch Insurance Company).

## **SECTION 15. ARBITRAGE**

ARBITRAGE : Vous et Nous convenons de résoudre les différends par arbitrage exécutoire ou petite créance; renonciation au procès devant jury et aux actions collectives; FAA applicable; clause divisible; elle survit à l'expiration du Contrat.

Most of your concerns about Le présent Contrat can be addressed par contacting Us at [XXX-XXX-XXXX]. Si We cannot resolve any disputes with You related to the Contract, y compris claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial par jury and to not participate in any class arbitrations or class actions. Le présent Contrat is evidence of a transaction in interstate commerce and the Federal ARBITRAGE Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of Le présent Contrat. ARBITRAGE cannot be an absolute dispute remedy and both parties must agree to arbitration. Tout and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) Le présent Contrat or any prior agreement or product, and the achat thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire Contract ("Claim") , shall be resolved par binding arbitration before a single arbitrator All arbitrations shall be administered par the American ARBITRAGE Association ("AAA") in accordance with its Expedited Procedures of the Commercial ARBITRAGE Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. Vous pouvez obtain a copy of the AAA;s Rules par calling [1-800-778-7879]. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The

arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected par Us with the État/Province in which You purchased Le présent Contrat. This Provision is part of a transaction involving interstate commerce and shall be governed par the Federal ARBITRAGE Act, 9 I.S.C § et. Seq. Si any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Claims other than Yours. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of Le présent Contrat.

**VOUS ET NOUS COMPRENONS ET CONVENONS QUE, EN RAISON DE LA PRÉSENTE DISPOSITION, NI VOUS NI NOUS N'AURONS LE DROIT DE PORTER UNE RÉCLAMATION DEVANT UN TRIBUNAL NI D'OBTENIR UN PROCÈS DEVANT JURY, NI DE PARTICIPER EN QUALITÉ DE DEMANDEUR OU DE MEMBRE D'UN RECOURS COLLECTIF RELATIF À UNE RÉCLAMATION.**

**LA FRAUDE ENTRAÎNE DES COÛTS PLUS ÉLEVÉS POUR LE CONSOMMATEUR ET EST ILLÉGALE.**

## **SECTION 16 : INTÉGRALITÉ DE L'ENTENTE**

**LE PRÉSENT DOCUMENT CONSTITUE L'INTÉGRALITÉ DE L'ENTENTE ENTRE LES PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.**

## **SECTION 17 : DIVULGATIONS SPÉCIFIQUES À L'ÉTAT/PROVINCE:**

Regulation of consumer service contracts may vary widely from État/Province to État/Province. Tout

provision dans Le présent Contrat, which conflicts with the laws of the État/Province where You reside, shall automatically be considered to be modified in conformity with applicable État/Province laws and regulations as set forth below. The following État/Province specific requirements apply if Your Contract was purchased in one of the following states and supersede any other provision, terms or conditions in Your Contract to the contrary.

**ALABAMA seulement: Our obligations en vertu de Le présent Contrat sont garanties en vertu de a contrat de service police d'assurance de remboursement issued par Arch ASSURANCE Company, at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108. These provisions apply seulement to the original purchaser of the Contract. In the event the Provider/Obligor cancels the Contract, the Provider/Obligor will mail a written notice to You at Your last known Adresse at least five (5) jours prior to cancellation which shall État/Province the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Contract fee or a material misrepresentation par You relating to the covered property or its use.**

**ARIZONA seulement: You have a duty to protect against any further damage to the Produit couvert après the Produit couvert a été damaged and shall follow any requirement to follow the owner's manual of the Produit couvert.**

Cancellation: Si Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund après deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Contract. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed ten percent of the gross amount paid par You for the Contract. To arrange for cancellation of Le présent Contrat, please contact

Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for Le présent Contrat in Arizona.

Règlement des différends : les deux parties doivent consentir à l'arbitrage. Pour assistance, contactez le Department of Insurance and Financial Institutions au [800-325-2548] ou consultez difi.az.gov/complaint.

Our obligations en vertu de Le présent Contrat are insured e n v e r t u d e a s e r v i c e c o n t r a c t reimbursement insurance policy issued par Arch ASSURANCE Company, at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108.

ARKANSAS seulement: We shall mail a written notice of cancellation to You dans fifteen (15) jours of the date of termination in the event We terminate Le présent Contrat.

CALIFORNIA seulement: With respect to California Contract holders, the Administrateur en vertu de the Contract is First Shield Consumer Service Corporation. The Provider/Obligor en vertu de the Contract is First Shield Consumer Service Corporation. Le présent Contrat may be cancelled par You for any reason, y compris, sans s'y limiter, the Produit couvert covered en vertu de Le présent Contrat being sold, lost, stolen or destroyed. Si You decide to résilier the Contract, and a cancellation notice is received par the Retailer dans 60 jours of the date You received the Contract, and You have effectuées no claims against the Contract, You will be refunded the full Contract price, moins any claims; or if the Contract is cancelled par written notice après 60 jours from the date You received the Contract, You will be refunded a pro-rated amount of the Contract price, moins any claims paid or moins an administrative fee of 10% of the Contract price or \$25, whichever is moins, unless otherwise precluded par law. To arrange for cancellation of Le présent Contrat, please contact Your Retailer.

CONNECTICUT seulement: The Durée of Le présent

Contrat is automatically extended par the length of time in which the Produit couvert is in the Provider/Obligor's custody for repair en vertu de the Contract. In the event of a dispute with the Provider/Obligor, Vous pouvez contact the État/ Province of Connecticut ASSURANCE Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the achat or lease price of the Produit couvert, the cost of repair of the Produit couvert, and a copy of Le présent Contrat.

FLORIDA seulement: Si You résilier Le présent Contrat par written notice après 60 jours from the date You received the Contract, Vous recevrez a refund equal to 90% of the unearned pro rata Prix d'achat of the Contract, moins any claims that have been paid or moins the cost of réparations effectuées on Your behalf. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. Si We résilier Le présent Contrat, Vous recevrez one hundred percent (100%) of the unearned pro rata Prix d'achat of the Contract, moins any claims paid or the cost of réparations effectuées on Your behalf. The rates charged for the Contract are not subject to regulation par the Florida Office of ASSURANCE Regulation.

GEORGIA seulement: Vous pouvez résilier Le présent Contrat at any time par notifying the Retailer in writing or par surrendering the Contract to the Retailer, whereupon the Retailer will refund the unearned pro rata Prix d'achat based on the time remaining on the request for cancellation. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. The Provider/Obligor is also entitled to résilier the Contract at any time based upon fraud, misrepresentation, nonpayment of fees par You, or non-renewal.

Toute référence au refus ou à l'exclusion de couverture ne s'applique pas si les faits inexacts n'étaient pas connus, ni raisonnablement connaissables, par Nous ou par le détaillant.

Procedures for cancellation of the Contract will comply with section 33-24-44 of the Georgia code. Administrateur may résilier the Contract upon thirty (30) jours written notice to You.

HAWAII seulement: To arrange for cancellation of Le présent Contrat, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited dans forty-five (45) jours après return of the Contract to the Retailer. These provisions apply seulement to the original purchaser of the Contract. In the event the Provider/Obligor cancels the Contract, We will mail a written notice to You at Your last known Adresse at least five (5) jours prior to cancellation which shall État/Province the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation par You relating to the Produit couvert or its use, or a substantial breach of Your duties relating to the Produit couvert or its use. Our obligations en vertu de Le présent Contrat are insured en vertu de a contrat de service contractual liability policy issued par Arch ASSURANCE Company, 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108.

ILLINOIS seulement: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor en vertu de Le présent Contrat in the État/Province of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Produit couvert to normal condition as a result of covered failure due to normal wear and tear. Vous pouvez résilier Le présent Contrat at any time. Si You résilier Le présent Contrat dans the first sixty (60) jours of achat and if no service a été provided to You, You shall receive a full refund of the Prix d'achat moins a cancellation fee equal to the lesser of ten percent (10%) of the Prix d'achat or fifty dollars (\$50.00). Si You résilier Le présent Contrat at any other time or if You résilier après service a été provided to You, You shall receive a refund equal to the pro rata Prix

d'achat moins the value of any service received and moins a cancellation fee equal to the lesser of ten percent (10%) of the Prix d'achat or fifty dollars (\$50.00). To arrange for cancellation of Le présent Contrat, please contact Your Retailer.

INDIANA seulement: Le présent Contrat is not insurance and is not subject to Indiana insurance law.

MAINE seulement: Si the Produit couvert requires emergency réparations outside of normal business hours, You can submit your claim par calling toll free at [ ] [ ]

MARYLAND seulement: Si You résilier Le présent Contrat dans sixty (60) jours, and une réclamation has not been effectuées en vertu de the Contract prior to its cancellation, the Contract is void and We shall refund to You in the full consideration paid for Le présent Contrat dans 45 jours après the cancellation.

MASSACHUSETTS seulement: You have the duty to protect against any further damage après the Produit couvert a été damaged and shall follow the requirements contained in the owner's manual for the Product. Our obligations en vertu de Le présent Contrat are insured en vertu de a contrat de service police d'assurance de remboursement issued par Arch ASSURANCE Company, at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108.

MINNESOTA seulement: You have the duty to protect against any further damage to the Produit couvert après the Product a été damaged and shall follow the requirements contained in the owner's manual for the Product. Our obligations en vertu de Le présent Contrat are insured en vertu de a contrat de service police d'assurance de remboursement issued par Arch ASSURANCE Company, at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108.

MISSOURI seulement: Obligations of the provider en vertu de this contrat de service sont garanties en



vertu de a police d'assurance de remboursement. Si the provider fails to pay or provide service on une réclamation dans sixty (60) jours après proof of loss a été filed, the contract holder is entitled to make une réclamation directly against the insurance company. Si You effectuées no claim en vertu de the Contract, the Contract is void and the full Prix d'achat will be refunded to You or credited to Your account. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited dans forty-five (45) jours après return of the Contract to the Retailer. The following sentence is added as the last sentence of Section 9.B: Si it is an emergency and We cannot be reached, You can proceed with réparations. We will reimburse You or the repairing facility in accordance with the Contract provisions.

MONTANA seulement : Les obligations du fournisseur en vertu du présent Contrat sont garanties par une police d'assurance de remboursement des contrats de service.

NEVADA seulement: To arrange for cancellation of Le présent Contrat, please contact Your Retailer. Si you arrange for cancellation dans 60 jours of the effective date of the Contract, We will refund to You the Prix d'achat of Le présent Contrat dans 45 jours après it a été returned to Us. Si We do not refund the Prix d'achat dans 45 jours, We will pay You a penalty of 10 percent (10%) of the Prix d'achat for each 30-day period that the refund remains unpaid. Vous pouvez also résilier Le présent Contrat at any other time and receive a refund equal to the pro rata Prix d'achat. These provisions apply seulement to the original purchaser of the Contract.

We may not résilier Le présent Contrat once it a été in effect for at least seventy (70) jours, except for the following conditions:

- (a) Votre défaut de payer le prix d'achat du Contrat ;
- (b) Votre condamnation pour une infraction

entraînant une augmentation du service requis en vertu du Contrat ;

(c) La découverte d'une fraude ou d'une fausse déclaration importante commise par vous lors de l'achat du présent Contrat ou pour obtenir un service ;

(d) The discovery of an act or omission, or a violation of any condition of Le présent Contrat par You which substantially and materially increases the service requested en vertu de the Contract; or

(e) A material change in the nature or extent of the service required en vertu de the Contract, which occurs après the achat of Le présent Contrat, and substantially and materially increases the service required beyond that contemplated at the time of achat.

Si We résilier Le présent Contrat for any of the above reasons, Vous recevrez a refund equal to the pro rata Prix d'achat. With respect to each Produit couvert covered en vertu de the Contract, the Administrateur and/or Provider/Obligor liability is limited to the original retail Prix d'achat You paid for such Produit couvert. We may not résilier the Contract until at least fifteen (15) jours après the notice of cancellation a été mailed to You. The obligations en vertu de the Contract sont garanties par Arch ASSURANCE Company located at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108.

NEW HAMPSHIRE seulement: In the event You do not receive satisfaction en vertu de Le présent Contrat, Vous pouvez contact the New Hampshire ASSURANCE Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations en vertu de Le présent Contrat are insured par a contractual liability policy issued par Arch ASSURANCE Company located at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108. In the event any covered service is not paid dans sixty (60) jours après proof of loss a été filed or the Provider/Obligor ceases to do business or goes bankrupt, Vous pouvez file Your claim directly with Arch ASSURANCE Company.

NEW JERSEY seulement : Les obligations du fournisseur en vertu du présent Contrat sont garanties par une police d'assurance de remboursement des contrats de service.

NEW MEXICO seulement: To arrange for cancellation of Le présent Contrat, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not effectuées dans sixty (60) jours of the return of the Contract. These provisions apply seulement to the original purchaser of the Contract. We may not résilier Le présent Contrat once it a été in effect for seventy (70) jours except for the following conditions:

- (a) Le défaut de payer un montant à échéance ; (b) Votre condamnation pour une infraction entraînant une augmentation du service requis en vertu du Contrat ;
- (c) Fraud or material misrepresentation par You in obtaining the Contract or in presenting une réclamation for service thereunder; or
- (d) La découverte d'un acte, d'une omission ou d'une violation de toute obligation qui augmente de façon importante le service requis en vertu du Contrat ; Si We résilier Le présent Contrat, We will mail a written notice to You at Your last known Adresse at least fifteen (15) jours prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation, or a substantial breach of duties par You relating to the Produit couvert or its use.

NEW YORK seulement: The obligations of the Provider/Obligor en vertu de Le présent Contrat are insured en vertu de a contrat de service police d'assurance de remboursement issued par Arch ASSURANCE Company. Si the Provider/Obligor fails to perform en vertu de Le présent Contrat, y compris failure to return any unearned fee in the event of cancellation, Arch ASSURANCE Company will pay all sums the Provider/Obligor is legally obligated to pay en vertu de Le présent Contrat or perform any service the Provider/Obligor is legally obligated to perform en vertu de Le présent

Contrat. Si You effectuées no claim, Le présent Contrat is void and the full Prix d'achat will be refunded to You. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not effectuées dans thirty (30) jours of return of the Contract. These provisions apply seulement to the original purchaser of the Contract. In the event We résilier the Contract, We will mail a written notice to You at Your last known Adresse at least fifteen (15) jours prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation, or a substantial breach of duties par You relating to the Produit couvert or its use. Si une réclamation for service has not been completed dans sixty (60) jours après proof of loss a été filed, the claim can be submitted to Arch ASSURANCE Company located at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108, 1 [(800)-821-5546].

NORTH CAROLINA seulement: The achat of Le présent Contrat is not required in order to obtain financing. We may not résilier Le présent Contrat except for nonpayment par You or for violation of any of the CONDITIONS GÉNÉRALES of the Contract. Si You résilier Le présent Contrat sixty (60) jours or more après Le présent Contrat's effective date, Vous recevrez a pro-rata refund, moins the cost of any claims paid and moins a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of Le présent Contrat, please contact Your Retailer.

OREGON seulement: Si You are a resident of Oregon, the following shall replace all references to ARBITRAGE in these CONDITIONS GÉNÉRALES: ARBITRAGE is not mandatory and has to be par mutual agreement.

OKLAHOMA seulement: Obligations of the Provider en vertu de Le présent Contrat are insured en vertu de a contrat de service police d'assurance de remboursement. The Provider/Obligor en vertu de

Le présent Contrat is First Shield Consumer Service Corporation (License # 510067482). In the event You résilier Le présent Contrat sixty (60) jours or more après Le présent Contrat's effective date, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata Prix d'achat moins the cost of any service received. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. In the event We résilier Le présent Contrat, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata Prix d'achat, moins the cost of any service received. This is not an insurance contract. Coverage afforded en vertu de Le présent Contrat is not guaranteed par the Oklahoma ASSURANCE Guaranty Association.

SOUTH CAROLINA seulement: In order to prevent damage to the Produit couvert, please refer to the owner's manual. Ce Contrat ne couvre pas repair and replacement necessitated par loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Produit couvert from further damage après a failure occurs.. Si You effectuées no claim, Le présent Contrat is void and the full Prix d'achat will be refunded to You. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not effectuées dans forty five (45) jours of return of the Contract. These provisions apply seulement to the original purchaser of the Contract. In the event We résilier the Contract, We will mail a written notice to You at Your last known Adresse at least fifteen (15) jours prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation, or a substantial breach of duties par You relating to the covered Produit couvert or its use. In the event of a dispute with the provider of Le présent Contrat, you may contact the South Carolina Department of ASSURANCE, Capitol Center, 1201 Main Street, Ste.

1000, Columbia, South Carolina, 29201 or par Téléphone at (800) 768-3467.

TEXAS seulement: Si You effectuées no claim, Le présent Contrat is void and the full Prix d'achat will be refunded to You. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not effectuées dans forty-five (45) jours. These provisions apply seulement to the original purchaser of the Contract. In the event We résilier the Contract, We will mail a written notice to You at Your last known Adresse at least five (5) jours prior to cancellation which shall État/Province the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation par You relating to the covered Produit couvert or its use, or a substantial breach of Your duties relating to the covered Produit couvert or its use. Obligations of the Provider en vertu de the Contract are insured en vertu de a contrat de service reimbursement policy. Obligations of the provider en vertu de this contrat de service are insured en vertu de a contrat de service police d'assurance de remboursement. In the event We do not pay out une réclamation, Vous pouvez apply for reimbursement directly to the insurer if a covered claim is not provided to You par the Us before the 61st day après the date the You provide a proof of loss.

UTAH seulement: The language in the CANCELLATION section regarding Our rights to résilier Le présent Contrat is deleted and replaced with: We may résilier Le présent Contrat par providing You with thirty (30) jours written notice for the following reasons seulement: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may résilier Le présent Contrat par providing You with ten (10) jours written notice, if the reason for cancellation is non-payment par You. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE

SERVICE section: Si it is an emergency situation and We cannot be reached, You can proceed with réparations. We will reimburse You or the repairing facility in accordance with the Contract provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, par Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Tout matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of (the American ARBITRAGE Association or other recognized arbitrator), a copy of which is available on request from Us. Tout decision reached par arbitration shall be binding upon both you and Us. The arbitration award may include attorney's fees if allowed par État/Province law and may be entered as a judgement in any court of proper jurisdiction. Obligations of the provider en vertu de this contrat de service sont garanties en vertu de a contrat de service police d'assurance de remboursement. Should the provider fail to pay or provide service on any claim dans 60 jours après proof of loss a été filed, the contract holder is entitled to make une réclamation directly against the ASSURANCE Company. Coverage afforded en vertu de Le présent Contrat is not guaranteed par the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation par the Utah ASSURANCE Department. To file a complaint, contact the Utah ASSURANCE Department. Coverage afforded en vertu de Le présent Contrat is not guaranteed par the Property and Casualty Guaranty Association.

VERMONT seulement: To arrange for cancellation of Le présent Contrat, please contact Your Retailer. Our obligations en vertu de Le présent Contrat are supported par a contractual liability insurance policy issued par Arch ASSURANCE Company. In the event that We are unable to perform en vertu de the Contract, Arch ASSURANCE Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service,

which We are legally obligated to perform according to Our contractual obligations en vertu de the Contract.

VIRGINIA seulement: Si any promise effectuées in the Contract a été denied or has not been honored dans 60 jours après your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at to file a complaint. You are hereby notified that the achat of the contract is not m a n d a t o r y a n d m a y b e waived. [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml)

WASHINGTON seulement: We will pay a penalty of ten percent (10%) per month on a refund that is not effectuées dans thirty (30) jours of return of the Contract. The "Guarantee" provision of these CONDITIONS GÉNÉRALES as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the contrat de service provider en vertu de this service contract are insured en vertu de a contrat de service reimbursement insurance policy The provider is Arch ASSURANCE Canada Ltd. at 200 Bay Street, South Tower, Suite 3100, P.O. Box 119, Toronto, ON M5J 2J2, Canada. Vous pouvez contact them toll-free at [877-861-2176].

WISCONSIN seulement: Le présent Contrat IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. ARBITRAGE: Si You are a resident of Wisconsin, the following shall replace all references to ARBITRAGE in these CONDITIONS GÉNÉRALES: ARBITRAGE is not mandatory and has to be par mutual agreement. Si une réclamation for service has not been completed dans sixty (60) jours après proof of loss a été filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the claim can be submitted to Arch ASSURANCE Company, who insures Our obligations en vertu de Le présent Contrat, located at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108, [(800)-821-5546] If You effectuées no claim, Le

présent Contrat is void and the full Prix d'achat will be refunded to You or credited to Your account. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited dans forty-five (45) jours après return of the Contract to Us. These provisions apply seulement to the original purchaser of the Contract. In the event that You experience a total loss of the Produit couvert covered par Le présent Contrat that is not covered par a replacement of the Produit couvert pursuant to the terms of the Contract, You shall be entitled to résilier Le présent Contrat and receive a pro rata refund of any unearned Contract fee, moins any claims paid. Lack of pre authorization shall not be the sole grounds for une réclamation denial; however, unauthorized réparations may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider en vertu de this contrat de service are insured en vertu de a contrat de service police d'assurance de remboursement.

WYOMING seulement: Si You effectuées no claim, Le présent Contrat is void and the full Prix d'achat will be refunded to You. To arrange for cancellation of Le présent Contrat, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited dans forty-five (45) jours après return of the Contract to Us. These provisions apply seulement to the original purchaser of the Contract. In the event We résilier Le présent Contrat, We will mail a written notice to You at Your last known Adresse at least ten (10) jours prior to cancellation, which shall État/ Province the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation par You relating to the covered Produit couvert or its use, or a substantial breach of Your duties relating to the covered Produit couvert or its use. Obligations en vertu de Le présent Contrat are insured par Arch ASSURANCE Company located at 2345 Grand Boulevard, Suite 900, Kansas Ville, Missouri 64108. In the event covered service

is not provided par Us dans sixty (60) jours of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.

CANADA : Arch Insurance Canada Ltd., 200 Bay Street, South Tower, Suite 3100, C.P. 119, Toronto (Ontario) M5J 2J2. Le Contrat est disponible en français sur demande; toute disposition incompatible avec le droit de la consommation local est réputée modifiée.

ONTARIO : Droit de résiliation en ventes hors établissement sous 10 jours; la Loi de 2002 sur la protection du consommateur et les garanties implicites s'ajoutent.

QUÉBEC : Information préalable sur la garantie légale; résiliation sous 10 jours avec remboursement intégral; règles d'assurance applicables si le Contrat est considéré comme une police d'assurance.

BRITISH COLUMBIA seulement: Extended warranties covering risks other than product defects (for example, theft, loss or accidental damage) are deemed insurance in British Columbia and must be underwritten par an autorisée insurer and sold through a licensed insurance agent. Manufacturer or retailer warranties covering defects remain governed par provincial consumer law.

ALBERTA : Les garanties prolongées de tiers sont réglementées comme des assurances; ventes par titulaires de permis restreint; droit de résiliation sous 10 jours pour ventes directes.

MANITOBA : Devoirs de divulgation du détaillant; garanties légales maintenues; droit de résiliation sous 10 jours en vente directe.

SASKATCHEWAN : Régime de protection du consommateur; garanties de durabilité et d'aptitude s'appliquent; les offres de tierce partie peuvent être des assurances.

NOVA SCOTIA seulement: Le présent Contrat adds to— and does not limit—statutory warranties of merchantable quality, fitness and reasonable durability. Directsales contracts may be cancelled dans ten (10) jours of achat.

NOUVEAU-BRUNSWICK seulement : Les garanties prolongées vendues à titre accessoire par le fabricant ou son représentant sont régies par la loi

sur la protection du consommateur. Un droit de rétractation s'applique lorsque la loi l'exige.

TERRE-NEUVE-ET-LABRADOR : Garanties légales de qualité marchande et d'aptitude inchangées; droit de résiliation sous 10 jours en vente directe.

PRINCE EDWARD ISLAND seulement: Tout remaining coverage en vertu de Le présent Contrat transfers to a subsequent owner of the product without charge. Directsales contracts may be cancelled dans ten (10) jours of achat. Statutory warranties en vertu de the Sale of Goods Act continue to apply.

NORTHWEST TERRITORIES seulement: Consumerprotection and Sale of Goods legislation supply implied warranties of quality and fitness that are additional to Le présent Contrat. Directsales contracts may be cancelled dans ten (10) jours.

YUKON : Garanties légales de qualité marchande et d'aptitude; droit de résiliation sous 10 jours pour ventes à distance.

NUNAVUT seulement: Le présent Contrat is available in Inuktitut on request. Implied warranties en vertu de Nunavut law apply in addition to Le présent Contrat. Doortodoor or remote sales may be cancelled dans ten (10) jours.

