

Major Plan Coverages	Major Plan Exclusions
Mechanical and/or Electrical Failure 24/7 Customer Service Availability Plan Ownership Transferability Accidental Damage from Handling, if purchased	Unauthorized Repairs, Improper Installation Consumer Replaceable Items, Add-On Items and/or Non-Operational Components Service for No Problem Found, Customer Education or Non-Failures

This is a legal contract referred to hereinafter as the "Service Contract" and indicates the terms and conditions, limitations, exceptions and exclusions included herein and Your purchase receipt and constitute the entire agreement. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance. Please read these terms and conditions carefully so that You fully understand Your coverage under this Service Contract.

DEFINITIONS: "You" and "Your" indicates the purchaser of this Service Contract or the person to whom it was properly transferred. "We", "Us", and "Our" indicate the Obligor/Provider/Administrator of this Service Contract. Unless indicated below or specified in the individual state disclosure, Bankers Warranty Group, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in UT, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in HI or NY, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in FL, Bankers Warranty Group of Florida, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, is the Obligor/Provider/Administrator of this Service Contract.

IF YOU NEED SERVICE: Call the toll free number listed on Your Service Contract and have Your Service Contract number available. A customer service representative will be available 24 hours a day, 7 days a week. If Your covered product is deemed defective, at the Administrator's sole determination, You will be instructed as to the procedures for obtaining service applicable to Your covered product. **ALL CLAIMS MUST BE REPORTED PRIOR TO THE EXPIRATION DATE OF THE SERVICE CONTRACT.**

PURCHASER RECORDS: Your sales receipt and these terms and conditions including the provisions, limitations, definitions, and exclusions constitute the entire "Service Contract". Please keep this Service Contract and applicable sales receipts as you will be required to produce them at any time during the term to obtain service or replacement. Your receipt must include the date of purchase, manufacturer, model number and the purchase price.

YOUR RESPONSIBILITIES UNDER THE SERVICE CONTRACT: For the Service Contract to remain valid and active, You must maintain Your covered product in accordance with the requirements set forth by the manufacturer's specifications, including maintenance and cleaning. You must provide proper electrical requirements as specified by the manufacturer. You must assure full cooperation with the Administrator and authorized service provider during any telephone diagnosis and repair of the covered product including accessibility of the covered product. If you request service and it is determined to be a non-covered repair, You will be responsible for all costs associated with the repair including the diagnostic fee to evaluate Your product.

MANUFACTURER'S WARRANTY: We are not responsible for providing service for failures that occur during the manufacturer's warranty period, regardless of when such failures are reported to Us, the manufacturer, or any other entity. For failures that occur during the manufacturer's warranty period, parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer and are not covered under this Service Contract. For failures that occur after the manufacturer's warranty expires, this Service Contract continues to provide the benefits provided by the manufacturer's warranty, as well as certain additional benefits as listed within the terms and conditions. We are not responsible for providing service for failures that the manufacturer has evaluated and denied coverage for.

TERM: The term of the Service Contract commences on the date of purchase of the product.

DEDUCTIBLE:

If You purchased ADH on Your eligible product, other than Cell Phone Products, the deductible amount You will pay for Your ADH claim is twenty-five dollars (\$25.00).

Your credit card will be charged the deductible amount for each ADH claim reported that results in a repair or replacement of Your covered product and it will be collected at the time of service authorization.

For Cell Phone Products, please see the Cell Phone Section below for details on the deductibles that apply to Your product.

COVERAGE:

Coverage commences upon the expiration of the shortest portion of the manufacturer's original warranty, unless otherwise stated in this Service Contract. Coverage is provided for the product indicated on this Service Contract, for mechanical and electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications. Replacement parts will be, at our discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product. We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays or shipping to a regional service facility. Unauthorized repairs may not be covered.

Coverage under Your Service Contract will continue based on the length of the plan You purchased, unless it is cancelled or Our obligations under the Service Contract become fulfilled in their entirety, in accordance with the provisions of this Service Contract.

HOW WE WILL PROVIDE SERVICE FOR YOUR PRODUCT:

Depending on the product, type of Service Contract purchased and failure circumstances, We may either:

- 1) Repair Your product; or
- 2) Provide a new or refurbished product of equal features and functionality; or
- 3) Provide a cash settlement reflecting the replacement cost of a new or refurbished product of equal features and functionality up to the applicable Limit of Liability.

Technological advances may result in a replacement product with a lower retail price than the original product purchase price; you are not entitled to a refund in the difference in price in such a case. The Administrator will not be responsible for product upgrades, matching brand or color or for any modifications or construction that may be necessary as a condition of service.

SPECIFIC SERVICE CONTRACT BENEFITS:

REPLACEMENT PLAN BENEFITS: Provides a one (1) time replacement of Your eligible product if required due to mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications.

REPAIR PLAN BENEFITS: Provides coverage for parts and labor costs resulting from mechanical or electrical failures of the product caused by defects in workmanship and materials.

This Service Contract provides coverage for products utilized exclusively in private, single-family residential property for the personal use of the resident(s) and not products that may be used for commercial, industrial, governmental, or organizational purposes.

FOR MAJOR APPLIANCES: The following products are eligible for coverage, including but not limited to, clothes washers, clothes dryers, dishwashers, freezers, garbage disposals, microwave ovens, ovens, range hoods, exhaust systems, ranges, counter cook tops, refrigerators, stand alone ice machines, room air conditioners, and trash compactors. All functional internal factory installed parts such as bearings, clocks and timers, compressors, hinges, electrical wiring, heating elements (except halogen), internal hoses, motors, safety switches, sealed systems, seals and gaskets, switches, thermostats, belts on clothes washers, rollers on clothes dryers, and valves.

FOOD LOSS BENEFIT: (ADDITIONAL BENEFIT PROVIDED DURING MANUFACTURER'S WARRANTY PERIOD) The Administrator will reimburse You for food loss that results from a covered mechanical or electrical component failure; food loss that results from a loss or interruption of power is not covered. The reimbursement will be up to two hundred dollars (\$200.00) on refrigerated products over the term of the Service Contract. Food loss reimbursement payments will be considered as a part of the total limit of liability obligation under the Service Contract Limit of Liability; Aggregate Limit section of this Service Contract. The Administrator reserves the right to request purchase receipts and/or a list of spoiled contents when making a claim. Food Loss coverage commences once product has been installed and functioning for a minimum of three days.

FOR STAND ALONE ICE MACHINE: If You purchased an ice machine that does not include a manufacturer pre-installed drain pump and requires the purchase of a separate standalone drain pump, that drain pump will only be covered if You have purchased the pump at the same time as the ice machine and it appears on the same receipt.

FOR JEWELRY AND WATCH PRODUCTS: This Service Contract provides coverage for the repair or replacement of the eligible product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications, see product details below.

WATCH COVERAGE:

Breakdown, including those which result in damage to the following: watch bands (leather, fabric, metal or plastic); watch crystals; watch clasps; stems; crowns; cases; and watch movements. (Includes cracks, chips and breaks)

JEWELRY COVERAGE: (BRACELETS, EARRINGS, NECKLACES, PINS AND RINGS)

Breakdown, including but not limited to: broken chains, bracelet links and clasps; chipped, cracked and scratched gemstones; gemstones that are missing or lost, other than a center stone; broken, worn or bent prongs; permanently misshaped or dented jewelry; cracked or thinning ring bands; irreparable kinks and knots in chains; gouges and discoloration; and broken earring posts. Gemstones that are used to replace chipped, cracked, scratched or missing stones will be of like kind and quality to the original stones.

FOR ALL COMPUTER PRODUCTS: The Administrator will provide the initial troubleshooting and technical support for the covered computer product listed on the face of this Service Contract and/or Your purchase receipt. Hardware technical support will be limited to the proper configuration, and proper operation of the hardware components. Technical support for software will be limited to the proper operation of the manufacturer approved and pre-installed operating system and application software. Software support shall not constitute tutorial assistance or instruction. The Service Contract does not cover software and virus related issues, customer installed software, customized software applications and hardware components installed after the original purchase date. **YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE PRIOR TO SHIPMENT OF YOUR PRODUCT TO THE SERVICE CENTER.**

FOR LAWN AND GARDEN PRODUCTS ONLY:

This Service Contract covers failures to components normally covered under the manufacturer's warranty including but not limited to: engines, motors, transmission, wheels, frame, switches, axles, drive shafts, chains, gears, pulleys, bearings, starters, and wheel adjusters.

FOR CELL PHONE PRODUCTS ONLY: This product has a deductible. See the schedule below for details. This Service Contract provides coverage for Your eligible wireless product for failures that occur during normal use and operation in accordance with the manufacturer's written specifications. Your product will be repaired or replaced due to 1) mechanical and/or electrical failures that occur during normal use and operation and/or 2) **(ADH)** failure due to unintentional and accidental damage, such as drops, bumps, liquid spills or cracks associated with the handling and use of Your product. Replacement parts utilized will be new, rebuilt or non-original manufacturer's parts that perform to the factory operational specifications of the product at Our option. In no event shall the Administrator be liable for damages as a result of the unavailability of repair parts. If We determine, at Our discretion, that We cannot repair Your product due to the unavailability of functional replacement parts, technical information or it is not cost effective, We have the option to replace Your product with a new or reconditioned product from the same manufacturer, and of like kind and similar features, capacity and/or efficiency. Replacement of Your covered product will fulfill this Service Contract in its entirety and will cancel and discharge further obligations under the Service Contract.

YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE PRIOR TO SHIPMENT OF YOUR PRODUCT TO THE SERVICE CENTER.

DEDUCTIBLE: YOU WILL BE CHARGED A DEDUCTIBLE FOR EACH CLAIM.

The deductible is based on the product retail price according to the schedule below:

<u>Product Retail price</u>	<u>Deductible</u>
\$0.00 to \$399.99	\$50.00
\$400.00 to \$999.99	\$75.00

Your credit card will be charged the deductible amount for each claim reported that results in a repair or replacement of Your covered product and it will be collected at the time of service authorization.

TYPES OF SERVICE AND SERVICE LOCATION:

If Your product qualifies for Three-Way Shipping: We will provide a shipping container to and from an authorized depot service center. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract.

If Your product qualifies for On-Site Service: Repairs will normally be performed On-Site at Your location. In some instances On-Site Service may require the service provider to bring the unit back to their shop to complete repairs. In-Home/On-Site service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

If Your product qualifies for Depot Service: We will provide a pre-paid shipping label for You to ship Your product to the designated evaluation center. If authorized service is performed, the product will be shipped back to You at no additional cost. You will be asked to provide proof of purchase as a condition for receiving service under this Service Contract.

If Your product qualifies for Mail In Service: You will be responsible for any shipping charges (postage and insurance) incurred for shipping Your product to the designated evaluation center.

If Your product qualifies for Carry-In Service: You are responsible for transporting Your product to and from the designated service center. Once the repair is complete, You will be notified to pick up Your product.

ACCIDENTAL DAMAGE FROM HANDLING (ADH) BENEFIT:

FOR CELL PHONES ONLY, ACCIDENTAL DAMAGE COVERAGE BEGINS DAY ONE (1) IF PURCHASED SAME DAY AS THE PHONE, IF COVERAGE IS PURCHASED AFTER THE PRODUCT PURCHASE DATE, ADH COVERAGE BEGINS ON DAY THIRTY-ONE (31).

FOR ALL OTHER PRODUCTS, ADH COVERAGE BEGINS ON DAY THIRTY-ONE (31).

If You purchased ADH coverage, this Service Contract provides coverage for operational failures of Your covered product resulting from accidental impacts, drops, bumps and liquid spills that occur during normal handling. ADH only covers operational or mechanical failure caused by an accident

from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the What Is Not Covered section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. You will be required to ship the product, at Our expense, to a designated location for inspection. If the product cannot be repaired, it may be replaced with a new or remanufactured product of like kind and similar features, capacity and/or efficiency or the Administrator may elect to pay you a cash settlement in accordance with the Service Contract Limits of Liability; Aggregate Limit Section below. Replacement of a covered product or payment of a cash settlement will fulfill this Service Contract in its entirety and will cancel and discharge further obligations under the Service Contract. If Your product is found to not be defective, it will be returned to You.

POWER SURGE PROTECTION: (ADDITIONAL BENEFIT PROVIDED DURING MANUFACTURER'S WARRANTY PERIOD) This Service Contract protects against operational or mechanical failure of a covered product resulting from a power surge. Your surge protector may be collected by the Administrator for examination. The use of an approved surge protector is not required in order to receive benefits under the surge protection feature of this Service Contract.

SERVICE CONTRACT LIMITS OF LIABILITY; AGGREGATE LIMIT: The total amount We will pay for repairs made in connection with all claims that You make pursuant to this Service Contract shall not exceed the purchase price of the product, excluding taxes, shipping and installation. In the event that We make payments for repairs and/or a cash settlement, which in the aggregate, are equal to the purchase price or We replace the product We will have no further obligations under this Service Contract. Technological advances may result in a current retail cost of a replacement product with a lower retail price than the original purchase price of the product. In no event shall We be liable for any damages as a result of the unavailability of repair parts or delays in service.

GENERAL EXCLUSIONS:

- A. Any new products with less than an original ninety (90) day manufacturer's parts and labor limited warranty and/or refurbished products. Products or parts with a lifetime warranty.
- B. Consumer replaceable items including but not limited to: lamps, bulbs and housings, fuses, replaceable fluids, hoses, belts (other than those belts specifically listed in the Major Appliance Sections), bags, batteries or chargers, ribbons, cartridges, printer heads and cables, screw/drill bits, replacement blades, sandpaper, grinder pads, disks, staples, saw blades, paint, nozzles, seats, spark plugs, filters or trimmer lines, fuel of any kind, grill grates, igniters, fuel tanks or any other parts or materials which are designed to be consumed during the life of the product; 3D glasses required for viewing 3D capable products whether included with the original covered product or not; all adaptors and remote controls.
- C. Any add-on accessories and/or peripherals that were purchased in addition to and/or separate from the covered product including but not limited to components or modifications required to operate 3D capable products such as add on transmitters, hardware, software or 3D glasses. Any batteries such as but not limited to: internal batteries, external batteries, GPS batteries and rechargeable batteries whether consumer replaceable or not.
- D. Non-operational components, including the removal and/or re-installation of the following but not limited to: case or body housings, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, custom fronts for appliances, handles, knobs, masks, racks, rollers or wheels (other than those rollers or wheels specifically listed in the Lawn and Garden Products and/or Major Appliance Sections), shelves, and drawers; and cosmetic damage that does not impede the functionality of the product.
- E. Flaws in gemstones; loss of gemstones or any other parts of the covered product unless such loss was caused by a defect in workmanship and/or materials, without any undue stress or damage;
- F. Damage resulting from unauthorized repair; improper electrical wiring and connections; connection to other products not recommended for interconnection by the manufacturer of the product; damage caused during transit, delivery, redelivery, improper installation, or setup; tampering with prongs, bezels or other structural components designed to secure diamonds or gemstones; sizing of rings; water damage if used under conditions which exceed the watch manufacturer's water resistance guidelines; user-facilitated minor adjustments and settings outlined in the product's owner's manual; inaccessible products or parts; negligence, misuse or abuse or intentional damage.
- G. Damage to blades or mowing decks as a result of collision with an object; or abrasion or vibration associated with unbalanced blades. Damage to crank shafts.
- H. Failures due to corrosion, rust, dust, animal/insect infestation or damage; Acts of Nature, such as but not limited to fire, lightning, earthquake, windstorm, sand, dirt, hail, water and water submersion; exposure to weather, moisture, and other environmental conditions; civil disorders; riot; nuclear accident; malicious mischief; theft, loss or vandalism.
- I. Special, indirect, consequential or incidental damages, including but not limited to, delays in rendering service, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.
- J. "No problem found" diagnosis or failure to follow the manufacturer's instructions; cleanings and alignments.
- K. Image burn-in; pixel defects which are not covered by the original manufacturer's warranty or are considered acceptable under the manufacturer's specifications.
- L. Failure, inoperability, or disruption of any product or product functions due to any manufacturer recall.
- M. All rental products, self-servicing applications (including but not limited to: Laundromats, copy centers, gyms).
- N. Products utilized for commercial purposes or in commercial settings.
- O. Utilization of equipment that is inconsistent with either the design of the product or the way the manufacturer intended the product to be used.
- P. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or damages caused by improper preventative maintenance.
- Q. Products with safety feature(s) removed, bypassed, disabled or altered; products with altered, removed or missing serial numbers.
- R. Failures of seized or damaged parts resulting from improper levels of lubricants or other fluids; or resulting from using contaminated or otherwise improper lubricants, fuel or other fluids; or resulting from freezing or overheating.
- S. Conditions, which existed prior to Your purchase and delivery of the product or the Service Contract.
- T. Cost of routine or preventative maintenance, or damages caused by improper routine or preventative maintenance.
- U. Any service request or situation which may pose a health risk to Our technicians or service providers, including but not limited to animal/insect infestation, mold, or fungus; whether or not such circumstances were a result of a covered failure.
- V. Any cost associated with the demolition of walls, cabinetry, shelving, and countertops, to access the product, wiring, and components; failure related to installation of firmware; failure due to enclosed installations that limits proper ventilation.
- W. Any software, media or virus related issues; loss or damage to stored data, loss or damage due to computer viruses, items left in Your product, such as but not limited to, computer media, personal items and batteries and computer hardware or software that is added after the original purchase date as indicated on Your purchase receipt.

X. Unless Accidental Damage Coverage has been purchased, We will not cover product failures due to an unexpected, accidental and/or unintentional external event (falls, collisions, drops or spills) that arises from Your normal daily usage of the product.

REPEAT SERVICE: If Your covered product should require service more than once within a sixty (60) day period, the service must be performed by the original authorized service provider.

RENEWALS: This Service Contract is not eligible for renewal.

TRANSFER: This Service Contract may be transferred to an eligible party to whom You sell or give the equipment while this Service Contract is in force. This may be accomplished only if You notify the Administrator by mail with the name and address of the new owner within 15 days of the change of ownership.

CANCELLATION: You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If You cancel this Service Contract within the first thirty (30) days after You purchase this Service Contract You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from purchase of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.**

Many states have consumer specific requirements governing Service Contract provisions. If Your specific state has any such requirements, they will be listed below.

ALABAMA: If You live in AL, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this service contract. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The right to cancel the Service Contract is not transferable and shall apply only to the original Service Contract purchaser. If the Administrator cancels the Service Contract, the Administrator 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 provider fee or a material misrepresentation by You relating to the covered property or its use. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, 1-800-627-0000.

ARIZONA: If You live in AZ, BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Service Company/Obligor/Administrator. You may cancel the Service Contract at any time and receive a pro rata refund. No claim incurred or paid shall be deducted from the amount to be returned. The Service Contract may not be cancelled by the service company due to acts or omissions of the service company, its assignees or subcontractors for their failure to provide correct information of their failure to perform the services or repairs provided in a timely, competent, workmanlike manner. If the Service Contract is sold at the same time as the item it covers, the Service Contract cannot be cancelled nor coverage voided due to pre-existing conditions; prior use or unlawful acts relating to the product or for misrepresentation by either the service company or its subcontractor. The Service Contract may be cancelled due to fraud or misrepresentation by the Service Contract holder when filing a claim.

ARKANSAS, ALASKA, DELAWARE, IDAHO, IOWA, KANSAS, LOUISIANA, MASSACHUSETTS, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEW JERSEY, NORTH DAKOTA, PENNSYLVANIA, SOUTH DAKOTA, and WEST VIRGINIA: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716.

CALIFORNIA: If this Service Contract provides coverage for any products other than appliances or electronics as listed on the face of this Service Contract and/or purchase receipt, the Cancellation Provision within the contract is deleted and replaced with the following:

CANCELLATION: You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If You cancel this Service Contract within the first sixty (60) days after receipt of this Service Contract You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first sixty (60) days from receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.** The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

COLORADO, DISTRICT OF COLUMBIA, MAINE, MICHIGAN, OHIO, VIRGINIA and RHODE ISLAND: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

CONNECTICUT: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. If the Extended Warranty Provider fails to perform according to the terms of the Service Contract within 60 days after proof of loss has been filed with the provider You may submit a claim to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. The contract holder has the right to file a complaint to the Connecticut Insurance Department, Attention: Consumer Affairs, P. O. Box 816, Hartford, CT 06142. The written complaint must describe the dispute, the product purchase price, the repair costs and a copy of Your Service Contract. If Your Service Contract is for less than one year, the term of your Service Contract will be automatically extended for the period during which Your product is in the custody of the provider for repair. **Arbitration Agreement-** In the event that any claim remains unresolved following the procedures set forth in the Service Contract, then any controversy or claim arising out of or relating to this Service Contract or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this Service Contract's effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase of the Service Contract.

FLORIDA: IN SERVICE CONTRACTS THAT ALLOW FOR A CASH SETTLEMENT, SUCH PAYMENT WILL BE OFFERED TO YOU IN THE FORM OF A GIFT CARD, A GIFT CERTIFICATE OR A CASH SETTLEMENT. In Florida, the obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract or You may contact the Administrator in writing at the address listed in the Definitions section of the Service Contract. If You cancel this Service Contract, You will receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs of the product. If We cancel the Service Contract, You will receive one hundred percent (100%) of the unearned pro rata purchase price. **THIS SERVICE CONTRACT IS ADMINISTERED BY BANKERS WARRANTY GROUP OF FLORIDA, INC., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The rate charged for this Service Contract is not subject to regulation by the Florida Department of Insurance.**

GEORGIA: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The Cancellation Provision is deleted and replaced with the following: **CANCELLATION:** You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If You cancel this Service Contract within the first thirty (30) days after receipt of this Service Contract You will receive a full refund. If You cancel after the first thirty (30) days from receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the pro rata refund amount or twenty-five dollars (\$25.00), whichever is less. If the Administrator cancels the Service Contract, You will be refunded one hundred percent (100%) of the unearned pro rata amount. No claim incurred or paid shall be deducted from the amount to be returned. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. The Service Contract may be cancelled by the Obligor for fraud or material misrepresentation. Notice of

cancellation will be given at least thirty (30) days prior to the effective date of the cancellation. The **What Is Not Covered Preexisting Condition Exclusion is amended to read:** Conditions, which existed prior to Your purchase and delivery of the product or the Service Contract that were known to You or reasonably should have been known to You. Special, indirect, incremental, or consequential damages; loss of use. You may make a claim to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 if the Administrator fails to perform according to the terms of the Service Contract within 60 days after proof of loss has been filed with the Administrator.

HAWAII: This Service Contract is not a contract of Insurance. THE OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER AND ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. The Provider's address is: 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. You have the right to claim directly to the Provider for non-compliance of any duties under this Service Contract. If the Administrator cancels the Service Contract, the Administrator 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 provider fee or a material misrepresentation by You relating to the covered property or its use. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The right to cancel the Service Contract is not transferable and shall apply only to the original Service Contract purchaser.

ILLINOIS: This Service Contract does not cover normal wear and tear. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The holder of the Service Contract shall be entitled to make a direct claim against the insurer, Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 upon the failure of the Administrator to pay any claim within sixty (60) days after the claim has been filed.

INDIANA: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The holder of the Service Contract shall be entitled to make a direct claim against the insurer, Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 upon the failure of the Administrator to pay any claim within sixty (60) days after the claim has been filed.

KENTUCKY: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The holder of the Service Contract shall be entitled to make a direct claim against the insurer, Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 upon the failure of the Administrator to pay any claim within sixty (60) days after the claim has been filed.

MARYLAND: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The term of your Service Contract will be automatically extended for the period during which your product is in the custody of the provider for repair. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder.

NEVADA: THE NEVADA STATUTES DO NOT APPLY TO COMMERCIAL COVERAGE REFERENCES IN THIS SERVICE CONTRACT. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. Repairs initiated or completed without prior approval will not be covered under this Service Contract. In the event You require emergency service on a covered product that is essential to Your health and safety, repairs will commence within 24 hours after report of Your claim. If repairs cannot be completed within three (3) calendar days after the report of the claim, We will provide You with a status report regarding Your claim. This Service Contract may not be cancelled by the Provider before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: failure of the holder to pay an amount when due; conviction of the holder of a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by the holder, or a violation by the holder of any condition of the Service Contract which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. No cancellation of a Service Contract may become effective until after at least 15 days after the notice of cancellation is mailed to the holder. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a penalty of 10% of the purchase price for each 30-day period that the refund remains unpaid. The right of the holder to return a Service Contract pursuant to the laws of Nevada applies only to the original purchaser of the Service Contract, 1-800-627-0000.

NEW MEXICO: This Service Contract may not be cancelled by the Provider before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: failure of the holder to pay an amount when due; conviction of the holder of a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by the holder, or a violation by the holder of any condition of the Service Contract which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. If the Provider fails to refund the purchase price within sixty (60) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder.

NEW YORK: If the Provider fails to refund the purchase price within thirty (30) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716.

NORTH CAROLINA: The purchase of this Service Contract is not required in order to obtain financing for the product. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The holder of the Service Contract shall be entitled to make a direct claim against the insurer, Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 upon the failure of the Administrator to pay any claim within sixty (60) days after the claim has been filed.

OKLAHOMA: If You live in OK, Bankers Warranty Group of Oklahoma, Inc., Service Warranty Association, License #852536, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of the Service Contract. THIS SERVICE CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS SERVICE CONTRACT. THIS SERVICE CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. Coverage afforded under this service contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The Cancellation language in the contract is replaced in its entirety by the following: **CANCELLATION:** You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. In the event You cancel this Service Contract within the first thirty (30) days and no claim has been authorized or paid, You are entitled to a full refund. If You cancel after the first thirty (30) days or have made a claim within the first thirty (30) days, You shall receive a refund of one hundred percent (100%) of the unearned pro rata premium less ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25.00), whichever is less and less the actual cost of any service provided under the Service Contract. In the event the Service Contract is cancelled by Us, Your refund shall be based on one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Service Contract. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.** Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Bankers Insurance Company, 1-800-627-0000. Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts.

OREGON: If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, 1-800-627-0000. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. In the event You have an emergency situation and are unable to reach Us, you may proceed with repairs. We will reimburse You in accordance with the Service Contract provisions.

SOUTH CAROLINA: IN SOUTH CAROLINA, YOUR SERVICE CONTRACT DOES NOT ALLOW A CASH SETTLEMENT, YOU WOULD HAVE THE OPTION TO CANCEL YOUR SERVICE CONTRACT AND RECEIVE A PRO RATA REFUND OF THE SERVICE CONTRACT PURCHASE PRICE BASED ON THE TIME REMAINING AND LESS CLAIMS PAID. If the Administrator cancels the Service Contract, the Administrator will mail a written notice to You at Your last known address at least fifteen (15) 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 provider fee or a material misrepresentation by You relating to the covered property or its use. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. You may notify the Department of Insurance at P. O. Box 100105, Columbia, SC 29202-3105, 803-737-6180 with any complaints or questions regarding the Service Contract.

TENNESSEE: The expiration date of the Service Contract will automatically be extended by the duration that the covered product is withheld from Your use while being repaired, plus two (2) days. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716.

TEXAS: If the Provider cancels the Service Contract, the Provider 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 provider fee or a material misrepresentation by You relating to the covered property or its use. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, TX 78711, (800) 803-9202 or (512) 463-6599.

UTAH: 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 Service Contract is not guaranteed by the Property and Casualty Guaranty Association. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, 1-800-627-0000.

The following is added to the Service and Coverage Section: Failure to give any notice or file any proof of loss required by the Service Contract within the time specified in the Service Contract does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Refer to Your purchase receipt for the single pay retail price You paid for Your Service Contract. The following is added to the Cancellation Section: We may cancel this Service Contract during the first sixty (60) days for by mailing a written notice to You at least thirty (30) days prior to the effective date of cancellation that includes the reason for cancellation. We may cancel this Service Contract after the first sixty (60) days by mailing a written notice to You at least thirty (30) days prior to the effective date of the cancellation for the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or substantial breaches of contractual duties, conditions, or warranties.

VERMONT: If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. This Service Contract shall be interpreted and enforced according to the laws of the State of Vermont.

WASHINGTON: If the Provider fails to refund the purchase price within thirty (30) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. The Service Contract holder is entitled to make a claim directly to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Service Contract. A claim may not be denied solely because the contract holder did not obtain preauthorization. The sentence ALL CLAIMS MUST BE REPORTED PRIOR TO THE EXPIRATION DATE OF THE SERVICE CONTRACT is deleted and replaced with the following: Failure to give notice or proof within the time required by the policy does not invalidate or reduce the claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit.

WYOMING: The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. **The Cancellation Provision is deleted and replaced with the following:**

CANCELLATION: The right to cancel the Service Contract is not transferable and shall apply only to the original Service Contract purchaser. You may cancel this contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If You cancel this Service Contract within the first thirty (30) days after receipt of this Service Contract You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If the Administrator cancels the Service Contract, the Administrator 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 provider fee; a material misrepresentation or a substantial breach of duties by You relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.**