

## Lively™ Protection Plan (“the Plan”)

1. **The Plan.** These terms and conditions of this service contract (“Terms and Conditions”) govern the hardware failure and accidental damage from handling coverage we will provide you for the product identified in the confirmation of coverage we send you (“Covered Product”). We will send such confirmation of coverage either to the email address that you’ve provided us or by physical mail. The Covered Product shall include any accessories included in the original packaging. These Terms and Conditions describe the coverage of your Plan (“Coverage”). Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer’s hardware warranty. Throughout these Terms and Conditions, the words “we”, “us” and “our” refer to Best Buy Product Protection, Inc.

2. **Monthly Coverage and Payment.** Your Plan will begin on the date of purchase and will continue month to month so long as you continue to make payments as provided below or until cancelled in accordance with Section 12.

a. If you have agreed to automatic renewal, **YOUR PLAN WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS AND YOUR DESIGNATED PAYMENT CARD OR BANK ACCOUNT WILL BE CHARGED THE AMOUNT SPECIFIED ON YOUR CONFIRMATION OF COVERAGE EACH MONTH UNTIL YOUR PLAN IS CANCELLED OR NON-RENEWED IN ACCORDANCE WITH SECTION 12.**

b. If you have not agreed to automatic renewal, we must receive your payment by the due date specified on the monthly invoice we send to you.

c. We have the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment.

d. You will be notified in advance of any price increase, in accordance with Section 14 of these Terms and Conditions.

e. Your account must be current to receive service.

f. You can cancel your Plan at any time by calling 1-800-733-6632. For more information on how your Plan may be cancelled, please refer to Section 12, below.

3. **60 DAY WAIT PERIOD; CLAIM LIMITS. YOU MUST WAIT 60 DAYS FROM THE DATE OF PURCHASE OF THIS PLAN BEFORE FILING A CLAIM. WE WILL BE RESPONSIBLE FOR FULFILLING UP TO ONE (1) CLAIM PER TWELVE (12) MONTH PERIOD UNDER THIS PLAN.**

4. **Replacement Fee.** You will be required to pay a replacement fee as specified on your confirmation of coverage ranging from \$15 to \$50 for each claim made on a Covered Product that we fulfill by replacing your Covered Product. You may be given an opportunity to have a replacement product shipped on an expedited basis for an additional \$10 fee.

5. **Manufacturer’s Warranty.** This Plan provides you with benefits that supplement the manufacturer's warranty. Parts and coverage available under the manufacturer's warranty are not

covered by the Plan. Therefore, Coverage for hardware failure described in Section 6(a) will begin when the manufacturer's warranty expires except that if the manufacturer's warranty does not cover one of the listed Coverage items in Section 6(a) this Plan will provide coverage following the 60 Day Waiting Period. You can file a manufacturer's warranty claim by calling 1-800-733-6632. If your Covered Product is replaced under the manufacturer's warranty, your replacement device will become the Covered Product under this Plan.

**6. What is Covered?**

a. Hardware Failure resulting from:

1. Defects in material or workmanship (following the expiration of the manufacturer's warranty period);
2. Normal wear and tear; and
3. Battery failure (if the battery fails to hold a charge in accordance with manufacturer specifications). If your device has a removeable battery, at our discretion, we may offer to deliver a replacement battery to you for a fee and this would not be considered a claim under your Plan.

b. Accidental Damage from Handling ("ADH"). ADH Coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional event (e.g. drops from elevated heights and spills, including complete liquid submersion) that arises from your normal daily usage of the Covered Product as intended for such Covered Product. We may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We may deny your claim if you fail to provide information relating to the accident when asked. We also reserve the right to determine the applicability of ADH Coverage based upon the condition of the Covered Product at the time of the claim.

**7. What's Not Covered?**

**In addition to any other Coverage exclusions identified above, claims and Coverage under this Plan will be denied in the following situations:**

- a. **Cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;**
- b. **Theft, misplacement, reckless, abusive, willful, or intentional conduct associated with handling and use of the Covered Product;**
- d. **Faulty repair or maintenance by anyone other than an authorized service provider that we choose;**
- e. **Damage to or failure of upgrades or add-on accessories that were purchased separately from the Covered Product;**
- g. **Extreme environmental conditions (including extreme temperature or humidity) leading to problems such as external condensation and mold;**
- h. **Acts of God including lightning, fire, flood, earthquakes and other external causes;**

- i. **Use outside of the permitted or intended uses described by the manufacturer;**
- j. **Covered Products that have been lost or stolen - this Plan only applies to products that can be returned to us (if requested) in their entirety;**
- k. **If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product;**
- l. **Damage to, or loss of, any software or data residing or recorded in your Covered Product;**
- m. **If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;**
- n. **Damage that is secondary damage or any damage that would be ordinarily covered under a primary insurance policy (e.g., car accident causes damage to the Covered Product);**
- o. **Protection against any other act or result not covered by this Plan; and**
- p. **Any resultant damage to the Covered Product that arises from one or more conditions described above.**

8. **Repair or Replacement of Covered Products.** Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:

- a. **Repairing your Covered Product.** Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished, reconditioned, or non-original manufacturer's parts that perform to the factory specifications.
- b. **Reimbursing you for the costs towards the purchase of a replacement product of like kind, quality and comparable performance with a store credit, gift card, or check in an amount not to exceed the retail price you paid, including taxes, of your Covered Product.**
- c. **Replacing your Covered Product with a product of like kind, quality and of comparable performance.** If we replace your Covered Product, the following may apply:
  - i. **Technological advances may result in a replacement product with a lower selling price than the original Covered Product;**
  - ii. **Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts; and**
  - iii. **Covered Products and parts which are replaced become our property except where prohibited by law.**

9. **How to Obtain Service and Support?** You may obtain service by calling 1-800-733-6632 during normal business hours. In cases where we offer to ship you a replacement product in advance of receiving your returned product, we may require that you authorize a charge to your credit card as security for the retail price of the replacement product. If you follow the instructions, we will cancel the credit card authorization, so that you will not be charged.

**10. Your Responsibilities.**

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- (i) You will provide a copy of your purchase, exchange, and service receipts, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Product.
- (ii) You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.
- (iii) You will follow instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions.
- (iv) You may be required to sign a service order disclaimer or other service order terms to obtain repairs or a replacement device. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.

**11. ELIGIBILITY FOR COVERAGE; TRANSFERRING YOUR PLAN.** We will provide service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product. If ownership of the Covered Product has changed and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts, as well as any service repair receipts or exchange receipts, should be transferred to the new owner. You may call 1-800-733-6632 to transfer your Plan.

**12. CANCELLATION.**

**12.1 Cancellation by Us.** A Plan may be cancelled by us for nonpayment and your Coverage will be suspended on the due date or renewal date if we are unable to charge your designated payment card for any reason for amounts due and you have not otherwise made the appropriate payment by the due date or any applicable renewal date. This Plan may also be cancelled by us for fraud, material misrepresentation or omission, a substantial breach of your contractual obligations under these Terms and Conditions including those concerning the Covered Product or its use, or due to an unsafe work environment or conditions, as determined by us. In these cases, we will not be required to provide a written notice to you regarding the cancellation.

**12.2** At our discretion, we may elect to discontinue the Plan and therefore discontinue further renewals of a Plan at any time by giving you at least thirty (30) days' notice prior to such discontinuation or such notice period as may be required by law.

**12.3 Cancellation by You.**

There are no fees to cancel a Plan. You may cancel this Plan at any time, for any reason, by visiting [www.lively.com/support/FAQs](http://www.lively.com/support/FAQs), or by calling 1-800-733-6632. You may also send a notice of cancellation to us at PO Box 4428, Carlsbad, CA 92018-6505 or by sending an email to [CustomerCare@Lively.com](mailto:CustomerCare@Lively.com). Cancellation does not require the use of more than one of these methods to be completed and will take effect immediately.

If you cancel your Plan within the first thirty (30) days of its purchase, you will receive a full refund less the value of any service provided to you under the Plan. If you cancel your Plan more than thirty (30) days of its purchase, you will be given a pro-rated refund of the portion of the monthly fee you paid based on the number of days remaining in month beyond the cancellation date, less the value of any service provided to you in the month of cancellation. It may take up to 60 days for the cancellation to be reflected on your credit card statement. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and no cancellation refund will be provided.

13. **AVAILABILITY OF SERVICES.** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

14. **PLAN CHANGES.** We may, at any time, revise these Terms and Conditions including the price and applicable fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Terms and Conditions, you may cancel your Plan without penalty. If you do not cancel this Plan within the Notice Period, your continued payment of monthly charges or request for service after receiving notice of a change in these Terms and Conditions, including with respect to a change in price or fees, will be deemed consent by you to be bound by such revised Terms and Conditions. In any event, you may cancel a Plan at any time in accordance with Section 12.3. If we adopt any revision to these Terms and Conditions that would broaden your Coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to any Plan in force.

15. **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF USE, OR LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN;

(II) FOR ANY SINGLE CLAIM, OUR LIABILITY SHALL BE, AT OUR SOLE DISCRETION, THE COST OF (A) REPAIRS AUTHORIZED BY US, (B) REPLACEMENT WITH A NEW OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY THAT IS OF COMPARABLE PERFORMANCE; OR (C) THE AMOUNT THAT SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR COVERED PRODUCT INCLUDING TAXES; AND

WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

The Obligor and the Insurer identified below shall not be deemed to provide cover and the Obligor and Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

16. **BUNDLED PRODUCTS AND SERVICES DISCOUNTS.** We may discount the price of this Plan or the price of merchandise or other services purchased together with this Plan as part of a bundled offer. If you purchased this Plan and received a discount on merchandise or other services purchased together with this Plan as a result of such a bundled offer and later return an item of purchased merchandise or cancel a service that was part of the bundled offer, any refund you are entitled to will be reduced by the value of the bundling discount received.

17. **INSURANCE.** This Plan is not a contract of insurance. Our obligations under this service contract are backed by the full faith and credit of Best Buy Product Protection, Inc., except in the states of AZ, CA, CT, GA, IN, NM, OH, OK, UT and WI, where our obligations are secured by a contract liability insurance policy provided by American Bankers Insurance Company of Florida, which can be reached at 1-800-852-2244, and has a place of business at 11222 Quail Roost Drive, Miami Florida 33157-6596.

18. **GENERAL**

a. Best Buy Product Protection, Inc. is the Obligor and Administrator of this Plan (“Best Buy”). Best Buy can be contacted by mail via its principle place of business located at 7601 Penn Avenue South, Richfield, MN or by calling 1-800-544-2083.

b. These Terms and Conditions and your confirmation of coverage (which contains the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

c. Subject to the 60 Day Wait Period described in Section 3, this Plan covers pre-existing conditions.

d. Best Buy or any of its affiliates, subsidiaries, and their authorized independent third parties performing services on our behalf may call, or text or email you at any phone number that you provide us (including any mobile number) to schedule, provide support or service, update orders, follow up for feedback and inform you about other products/services. Inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply.

19. **STATE-BY-STATE VARIATIONS.** The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions, and if no claim has been made during this period, the Plan is void and we shall refund to you

the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. We will deny coverage for the reasons set forth in Section 7 (What's Not Covered) only if these situations occurred while you own the Covered Product. Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

California Residents: The Cancellation provision is amended as follows:

For all products other than home appliances and home electronic products, if the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

For home appliances and home electronics products, if the Plan is cancelled: (a) within thirty (30) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

If the refund is not paid or credited to your account within 30 days after we receive written notice of cancellation, the amount of the required refund or credit shall bear interest, payable to you, at the rate of 10 percent per annum for each additional 30 days or fraction thereof. For information about Best Buy's privacy practices please visit [bestbuy.com/privacy](https://www.bestbuy.com/privacy).

BBPP-BBH-1-2022 update as of 04-18-2022 for CA

Connecticut Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. Resolution of Disputes: If we are unable to resolve any disputes with you regarding this Plan, you may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the

receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine at our sole discretion that your Covered Product cannot be repaired or your Covered Product provides for replacement instead of repair, we will replace your Covered Product with a product of like kind and quality that is of comparable performance or reimburse you for the costs towards a replacement by issuing you a store credit, gift card or check, at our discretion, in an amount not to exceed the non-discounted Best Buy retail price, including taxes, of your Covered Product at the time you purchased it. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages only to the extent such damages are known to you or reasonably should have been known to you. Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

Hawaii Residents: Any refund not made within forty-five (45) days shall include ten percent (10%) per month penalty. This Plan does not cover consequential damages. In the event we cancel this Plan, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation. Obligations of Best Buy under this service contract are backed by the full faith and credit of Best Buy Product Protection, Inc.

Illinois Residents: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

Indiana Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

Michigan Residents: If performance of the service contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.



Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase and you have not made a claim under this Plan, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You 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; (4) you fail to pay any amount due; or (5) you are convicted of a crime which results in an increase in the service required under the service contract. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. This Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, your Plan will be cancelled. If you are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

New Jersey Residents: You may cancel this Plan within twenty (20) days of the date the Plan was sent to you or within ten (10) days of your receipt of the Plan, or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and we shall provide you with the full purchase price or amount paid for the Plan by refund or credit to your account. A ten percent (10%) penalty per month, based upon the purchase price of this Plan, will be added to a refund that is not made within forty-five (45) days of cancellation of the Plan.

New Mexico Residents: This Plan is insured by American Bankers Insurance Company of Florida. If the Obligor fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

New York Residents: You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to you at the time of sale or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall

be void and we shall refund to you the full purchase price of the Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. This return and penalty provision shall only apply to the original purchaser of the Plan.

Ohio Residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. If we fail to perform or make payment due under the terms of the Plan within 60 days after you request performance or payment, you may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Plan in which we must refund you upon cancellation of the Plan.

Oklahoma Residents: The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract, however, obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

South Carolina Residents: You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel:1-800-768-3467.

Texas Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase and you have not made a claim under this Plan, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202.

Utah Residents: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after it has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. This Plan 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 Plan is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Plan during the first sixty (60) days, by mailing to you a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that we can also cancel this Plan during such time period for nonpayment of premium by mailing you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, we may cancel this Plan by mailing a cancellation notice to you at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless you should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to you at your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. For any Product failure which is not reported prior to the expiration of this Plan will be considered if you can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

Vermont Residents: If no claim has been made under this Plan, you may return the Plan within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Plan.

Virginia Residents: 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.

Washington Residents: This right to void the Plan is not transferable and applies only to the original Plan Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. If we cancel this Plan for any reason, we must mail you written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after a claim has been filed with us or if we become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

(a) A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider.

(b) The notice under paragraph (a) shall state the effective date of the cancellation and the reason for the cancellation.

(c) If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid.

(d) The provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. You may, within twenty (20) calendar days of the delivery of this Plan, reject and return this Plan for a full refund, less any claims paid, if applicable. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the

Plan to us (a) within 20 days after the date we have mailed the Plan to you, (b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

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New Hampshire Residents: In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department at: 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2528 or fax (603) 271-7029.