

# TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the "Plan"). 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.

**Obligor:** The Company obligated under the Plan in all states except Florida and Washington is **Asurion Consumer Solutions, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. In Florida the company obligated under this Plan is Asurion Consumer Solutions of Florida, Inc., P.O. Box 1340, Sterling, Virginia 20167, telephone 1-866-856-3882. In Washington, the company obligated under this Plan is: ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago, IL 60604.

**Definitions:** (1) "we", "us", or "our" refer to the Company obligated under this Plan, as referenced above; (2) "administrator" refers to (a) **Asurion Services, LLC** in all states and DC except in AL, AZ and FL; (b) Asurion Consumer Solutions, Inc. in AL and AZ; and (c) Asurion Consumer Solutions of Florida, Inc. in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.) The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia 20166; (3) "retailer" refers to Home Depot U.S.A., Inc.; (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship, b) normal wear and tear c) dust, heat, or humidity, and d) power surges; (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) "you", "your", and "service contract holder" refers to the individual who purchased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions.

**Instructions:** You must keep the receipt for your product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the receipt containing the length of this Plan and product identification, constitute the entire agreement.

## Replacement Plans (products less than \$300):

**What is Covered:** This Plan covers the replacement of your product in the event the product experiences a covered breakdown which is not concurrently covered under any insurance policy or any other service contract. We may replace your product with a replacement product or we may, at our discretion, issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

This Plan includes the following enhanced coverage beginning on your date of purchase:

- Surge protection
- Preventative Maintenance Part Reimbursement Add-On Program for All Lawn Mowers and Tractors: You will receive a 30% reimbursement (up to \$500) on select preventative maintenance parts purchased at retailer locations, online at homedepot.com or on the retailer's mobile application for the duration of this Contract. The preventative maintenance parts eligible for this reimbursement are batteries, belts, blades, filters, oil, spark plugs, and tires. There is a \$500 limit on the preventative maintenance rebate for the life of the Contract. You must contact Asurion at 1-800-HOMEDEPOT (1-800-466-3337) to file a claim for this reimbursement. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or its mobile applications.

**Term of Coverage:** The term of the Replacement Plan coverage begins immediately following the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

**How it works:** If your product experiences a breakdown, contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. We will pay for the cost of shipping your product back to our authorized service center for replacement. Once your product has been replaced, all of our obligations under this Plan have been fulfilled in their entirety.

## **Service Plans (products \$300 and over other than Hot Water Heaters and Major Appliances):**

**What is Covered:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

### **This Plan includes the following enhanced coverage beginning on your date of purchase:**

- Pickup and delivery for products with an original purchase price of \$799 and above.
- Surge protection
- Preventative Maintenance Part Reimbursement Add-On Program for All Lawn Mowers and Tractors: You will receive a 30% reimbursement (up to \$500) on select preventative maintenance parts purchased at retailer locations, online at homedepot.com or on the retailer's mobile application for the duration of this Contract. The preventative maintenance parts eligible for this reimbursement are batteries, belts, blades, filters, oil, spark plugs, and tires. There is a \$500 limit on the preventative maintenance rebate for the life of the Contract. You must contact Asurion at 1-800-HOMEDEPOT (1-800-466-3337) to file a claim for this reimbursement. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or its mobile applications.

**Term of Coverage:** The term of the Service Plan coverage begins immediately following the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

**How it works:** If your product experiences a breakdown, contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. If in-home service is not provided, we will pay for the cost of shipping your product back for repair or replacement. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

**No Lemon Policy:** After three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a gift card or check with a value equivalent to the original purchase price of the product, including sales tax. This Plan shall be satisfied upon replacement of your product or issuance of your Home Depot gift card or check.

## **Service Plans for Hot Water Heaters:**

**What is Covered for all Hot Water Heaters:** This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. In the event that we are unable to reinstall your replacement product, we will reimburse you the labor costs, the cost of the replacement product and applicable sales tax.

### These Plans include the following enhanced coverage:

- Surge protection – beginning on your date of purchase
- Re-installation labor in the event a water heater cannot be repaired and needs to be replaced after the manufacturer's warranty expires.

**Term of Coverage for Hot Water Heaters:** The term and coverage of the water heater Plan begins upon the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for a period of five (5) years. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

**How it works:** If your product experiences a breakdown contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

**No Lemon Policy:** After three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a Home Depot gift card or check with a value equivalent to the original purchase price of the product, including sales tax. This Plan shall be satisfied upon replacement of your product or issuance of your gift card or check.

### Service Plans for Major Appliances:

**What is Covered:** This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

### This Plan includes the following enhanced coverage:

- Food Spoilage – Beginning on your date of purchase, if you purchased a Plan for a refrigerator or freezer, you will be reimbursed for food losses resulting from the covered breakdown of your refrigerator or freezer up to \$300 for the period of time specified on your receipt on a per refrigerator or freezer/per incident basis. Documented proof of loss will be required.
- Surge protection – Beginning on your date of purchase.
- Laundry Allowance - If you purchased a Plan for a washer or dryer you will receive up to a fifty dollar (\$50) for five (5) year Plans and twenty-five dollars (\$25) for three (3) year Plans, reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator.
- Preventative Maintenance Part Reimbursement Add-On Program (for 5 year Plans only): Beginning on your date of purchase. You will receive a 25% reimbursement on select preventative maintenance parts (including water filters, air filters, refrigerator coil brushes, drying lint brushes, aluminum vents, washer hoses, washer fresheners purchased at Home

Depot retail locations, online at homedepot.com or on the Home Depot mobile application for the duration of this Contract. There is a \$500 limit on the preventative maintenance rebate for the life of the Contract. You will need to contact Asurion at 1-800- HOMEDEPOT (1-800-466-3337) to file a claim for this program. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement.

**Term of Coverage:** The term of your Plan commences upon your date of purchase of your product and continues for a period of three (3) or five (5) years, depending on the Plan you purchased, as indicated on your sales receipt. Coverage for the above additional benefits begins on the date you purchase your product; all other coverage begins upon the expiration of the manufacturer's warranty. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

**How it works:** If your product experiences a breakdown contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

**No Lemon Policy:** After three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a Home Depot gift card or check with a value equivalent to the original purchase price of the product, including sales tax. This Plan shall be satisfied upon replacement of your product or issuance of your gift card or check.

### **The following terms apply to All Plans:**

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price that you paid for the product (excluding any delivery charge and sales tax). The total liability under this Plan is the purchase price you paid for the product, including sales tax, as indicated on your sales receipt; in the event that (a) the total of all repairs exceeds the purchase price you paid for the product, excluding sales tax, (b) we reimburse you for the purchase price of your product or (c) we replace your product with a product of like kind and quality that performs to the factory specifications of the original product, we shall have satisfied all of our obligations under this Plan.

**Manufacturer's Responsibilities:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

**Deductible:** There is no deductible required to obtain service for your covered product.

**Transferable:** This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 1-800-HOMEDEPOT (1-800-466-3337). Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner.

**Moving:** Except for coverage for water heaters, in the event you move or relocate, please contact us so we may update your service address.

**Replacement Products:** We may replace your product with a NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.

**WHAT IS NOT COVERED:** (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS

OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; AND DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS (5) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (12) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (13) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, ETC.); (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN); (16) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACT WITH AUTHORIZED REPAIR PERSONNEL); (18) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (19) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (20) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (21) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (22) CLEANINGS AND ALIGNMENTS; (23) THEFT OR LOSS; (24) HOT WATER RE-INSTALLATION COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATIONS; (25) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (26) DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (27) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND (28) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.

**Renewal:** The Replacement Plan is not renewable. The Service Plan may be renewed at our discretion.

**Cancellation:** This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the administrator at the address below. For the first ninety (90) days you may return to your local Home Depot store for a full refund. If the Plan is cancelled: (a) within ninety (90) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after ninety (90) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or Asurion for fraud or material misrepresentation, by you, including but not limited to commercial

or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this 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. In Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If You cancel your Plan within thirty (30) days of receipt of your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

Mail cancellation request along with this document and all original receipts to: P.O. Box 1818, Sterling, VA 20166

**Insurance Securing this Plan:** This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under a service Plan reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In AL, AR, AK, AZ, CT, GA, IL, KY, MO, MT, NH, NC, NY, OH, OR, TX, UT, WI, and WY only: If You have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Plan and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

**Arbitration Agreement:** Please read this Arbitration Agreement carefully. It affects Your rights. Most of Your concerns about this Plan can be addressed simply by contacting us at 866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under the Plan, that You or We may have, you and we agree to resolve those disputes through either binding arbitration or small claims court instead of through courts of general jurisdiction. You and we agree that any arbitration will take place on an individual basis only. You and we agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we", "us" and "our" refers to (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Home Depot U.S.A., Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by You and Us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that You have commenced

arbitration, we will reimburse you for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

## 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 this Plan. If no claim has been made under the Plan, 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. 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, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. 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. The rate 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 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 and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6. Number 15 in the What Is Not Covered section is amended as follows: PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL RESULT IN DENIAL OF COVERAGE UNDER THIS PLAN).

**Illinois Residents:** You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or anytime after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

**Massachusetts Residents:** If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least five (5) days prior to cancellation.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the

point of sale. If no claim has been made under the Plan, 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. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. 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. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

**Nevada Residents:** The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, 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 we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan shall be cancelled by us or Asurion for fraud or material misrepresentation by you, including but not limited to commercial or rental use. The following is removed from the What is Not Covered section #15: USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN.

**New Hampshire Residents:** Contact us at 1-800-855-3377 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

**Oklahoma Residents:** The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of

receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The "What Is Not Covered" provision is amended as follows: (5) THIRD PARTY ACTIONS, INSECT INFESTATION, FIRE, COLLISION, VANDALISM AND THEFT.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Texas Residents:** 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 (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas License Number: 116.

**Utah Residents:** NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

**Washington Residents:** Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

**Wisconsin Residents:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Written notice of cancellation shall include the effective date of cancellation and the reason for cancellation. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia

Surety Company, Inc. for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: (1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS; and (2) the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety. The last sentence in the Cancellation section is amended as follows: If You cancel your Plan within ninety (90) days of receipt of your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

**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. 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. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "We", "Us" and "Our" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Home Depot U.S.A., Inc.

**To obtain a large type copy of the Terms and Conditions of this Contract, please call 1-800-HOMEDEPOT (1-800-466-3337).**

Administered by: Asurion  
P.O. Box 1340 Sterling, Virginia 20166  
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265 v.1 (03/14)

**EXTENDED PROTECTION PLAN (EPP)**

CUSTOMER INFORMATION (SERVICE CONTRACT HOLDER)		
FIRST NAME:		
LAST NAME(S):		
ADDRESS:	APT. NO./OFFICE:	
CITY:	STATE:	ZIP:
SALES ASSOCIATE:		