

Protective Case with Screen Protector Product Guarantee

PCSPPG

This Agreement is not a Contract of Insurance

PLEASE READ THIS AGREEMENT CAREFULLY. It describes the protection You will receive in return for purchasing the Protective Case and Screen Protector. You must keep this **Agreement**, Your sales invoice and receipt for the Covered Product You purchased. They are integral parts of this **Agreement** and You may be required to produce them to obtain service. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the face of this **Agreement**, or the Declarations Page of this **Agreement**, or Your sales invoice or receipt to determine the term of this **Agreement**; whether You purchased a Replacement Plan, a Repair Plan, or a Repair Plan with Maintenance or Protective Case and a Screen Protector which includes a Product Guarantee; and if there is a Deductible required to obtain service. This **Agreement** may be renewed only with respect to a Repair Plan and subject to Our sole discretion.

A. DEFINITIONS:

- (1) "We", "Us" and "Our" mean the company obligated under this **Agreement**, the "Obligor," as follows:
 - (a) Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, is the Obligor in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Iowa, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming
 - (b) The Manufacturer of the Protective Case and Screen Protector is the Obligor in New York.
 - (c) Plateau Warranty Company, 2701 N. Main Street, Crossville, TN 38557, is the Obligor in Florida.
- (2) "You" and "Your" mean the person who purchased the "Covered Product" as outlined in this **Agreement**, and any authorized transferee/assignee of the purchaser.
- (3) "Administrator" means Warranty Concepts Inc. DBA Ensure Protect, 303 Potrero Ave. Suite 53 Santa Cruz, CA 95060
- (4) "Accidental Damage from Handling" or "ADH" means a single, unexpected, sudden, and unintentional event causing the Covered Product and/or screen to break while in use that renders it unsafe or impossible to use and does not include accumulated damage from continual or multiple events. ADH is not intended to include external causes like crashes, or while being transported. You will be required to have your Protective Case and Screen Protector designed specifically for your device on at the time of ADH, or if a liquid--- properly applied to receive this coverage as indicated on your receipt and/or Declarations Page.
- (5) "Covered Claim" refers to the repair or replacement of a Covered Product in accordance with the terms and conditions of this **Agreement**.
- (6) "Covered Product" means the item that is Protected by the Protective Case and Screen Protector covered by this **Agreement**.
- (7) "Deductible" means the amount of a Covered Claim for which You are financially responsible before this **Agreement** provides coverage. The Deductible will be indicated on the Declarations Page.
- (8) "Mechanical or Electrical Breakdown" means a mechanical or electrical failure of Your Covered Product to perform its fundamental operation(s) in normal service.
- (9) "New Product" means that there has been no prior owner of the Covered Product and the Covered Product has a full manufacturer's warranty as of the effective date of this **Agreement**.
- (10) "Protective Case with Screen Protector" are the Case and Screen Protector sold to You at the time you purchased your Covered Product by the Reseller and professionally installed prior to you receiving the Covered Product.
- (11) "Reseller" means the entity from which you purchased the Covered Product.
- (12) "Selling Reseller, Entity or Agent" means the entity selling the Covered Product covered by this **Agreement**, inclusive of the entity's authorized employees, agents, and contractors.

B. WHAT IS COVERED:

- (1) Your coverage under this Agreement will vary by the type of Plan You purchased, as indicated on the Declarations Page, or Your sales invoice or receipt, as follows:
 - (a) **Protective Case with Screen Protector Product Guarantee:** If You purchased a Covered Product with a Protective Case and Protective Screen Protector that includes the installation of both prior to you receiving the Covered Product covered by this agreement and have damage due to ADH while the Covered Product is in the Case and Screen Protector, We will replace or repair your Covered Product and/or screen.
- (2) **Accidental Damage from Handling:** The Covered Product is protected against Accidental Damage from Handling such as sudden breaks while in use and while installed correctly in the Protective Case and Protective Screen Protector, and if the Screen Protector is liquid, has had the liquid properly applied. ADH only covers sudden events and does not include protection against theft, mysterious disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the Covered Product's functionality, damage caused during transport, shipment between You and Our service providers, and any other limitations listed in Section E (WHAT IS NOT COVERED) of this **Agreement**. Any resultant damage from this type of treatment is NOT covered by this **Agreement**. The use of this coverage may require an explanation of where and when the Accidental Damage from Handling occurred as well as a detailed description of the actual event,

AND proof that the device was in its Protective Case and Screen Protector at the time the damage occurred. Failure to provide this information may result in claim denial.

- C. **LIMIT OF LIABILITY:** Our limit of liability for the Covered Product with a Protective Case with Screen Protector Product Guarantee is the cost of replacing the Screen. We no longer have any obligation for the Covered Product under this **Agreement**. This **Agreement** shall expire upon replacement of the Covered Product or issuance of a compensation check in lieu of replacement. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.**

- D. **HOW TO GET SERVICE:** Call (844) 368-7274 between the hours of 6:00 AM and 9:00 PM Pacific Standard Time, or go online to <https://ensureprotect.com/instaprotek>. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. We may delegate certain or all administration of this **Agreement** to the Administrator.

- E. **WHAT IS NOT COVERED:** "Physical Damage" which is defined as damage to the internal or external components of the Covered Product (including processors, circuit boards, control buttons, cameras, back glass/encasements). This expressly excludes: Physical Damage resulting from power surges, exposure to or submersion in liquid, intentional acts, or catastrophic events that render the Covered Product inoperable; screen damage that is determined to have resulted from normal wear and tear, defects in materials or workmanship, or misuse/abuse of the Covered Product; cosmetic damage such as scratches, or defective pixels where there are fewer than four (4) defective pixels throughout the entire display area; any damage whatsoever if the Screen Protection has not been properly affixed to your Covered Device in accordance with the instructions applicable for your Screen Protection ("Instructions"); damage to or malfunctions of batteries, power supply, accessories, apps, software (including operating systems); or loss of files or data of any kind; any device failure other than external damage the screen breakage described above or the frame or casing of the Covered Product.

(1) a Covered Product not covered by a manufacturer's warranty at the time the Covered Product was purchased by You; (2) Covered Product repairs that should be covered by a manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (3) cleaning; periodic checkups; and preventive maintenance unless otherwise noted on the Declarations Page; (4) any and all conditions that occur or exist prior to the effective date of this Agreement or any product sold "AS-IS" including but not limited to floor models, demonstration models, and products used in a similar manner; (5) parts or repairs due to normal wear and tear unless tied to a Mechanical or Electrical Breakdown, and parts normally designed to be periodically replaced by You during the life of the Covered Product; (6) damage from abuse, misuse, mishandling, or introduction of foreign objects into the Covered Product; unauthorized modifications or alterations to a Covered Product; or failure to follow the manufacturer's instructions; (7) damage from third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; acts of God or consequential loss of any nature; (8) loss or damage caused by war; invasion; act of foreign enemy; hostilities; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (9) incidental, consequential or secondary damages or delay in rendering service under this Agreement; (10) loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (11) any Covered Product used on a commercial or rental basis, regardless of when loss or damage occurs; (12) Covered Product failure that occurs outside of the 50 states of the United States of America and the District of Columbia; (13) nonfunctional or aesthetic parts including but not limited to seat fabric, plastic parts, knobs, rollers, baskets; scratches, peeling or dents; (14) unauthorized repairs or parts; (15) cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (16) accessories used in conjunction with a Covered Product but not part of the Covered Product; (16) (17) service where no problem can be found; noises; squeaks; (18) any screen failure that is not reported to Us during the term of this Agreement; and (20) damage to a Covered Product that was not stored securely or properly to prevent such damage.

IN NO EVENT SHALL WE, THE ADMINISTRATOR, OR THE SELLING RESELLER, ENTITY OR AGENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT WILL NOT COVER A MECHANICAL OR ELECTRICAL BREAKDOWN OR DAMAGE NOT SPECIFICALLY LISTED UNDER SECTION B (WHAT IS COVERED).

- F. **CONDITIONS:**

- (1) **Arbitration Provision:** Any dispute, controversy or claim (collectively "Claims") arising out of or relating to this **Agreement**, including but not limited to Claims arising out of or relating to any underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time the arbitration is commenced, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. You and We also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. Any such arbitration shall be held in Cumberland County, Tennessee, unless You and We mutually agree on a different location. We shall select and notify You of Our selection for the first arbitrator and within ten (10) days of Your having received notice of said selection, You shall notify Us of Your selection for the second arbitrator. A third arbitrator shall be selected by the arbitrators named by the aforementioned parties. Each party shall be responsible for its own costs and expenses, but the costs and expenses of the third arbitrator shall be shared by You and Us. You and We understand and agree that this **Agreement** and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act applies hereto. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. **YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED**

INDIVIDUALLY, THROUGH ARBITRATION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY. This Paragraph E(1) shall survive the termination of this **Agreement**.

The following additional terms and conditions apply only to Agreements purchased in the states indicated below and shall govern to the extent of any express conflict with a provision of this Paragraph E(1) above. For Agreements purchased over the telephone or Internet, refer to the state in which You reside.

- (a) **Alabama** Only. The arbitration shall be held in the county in which You live and in the state of Alabama.
 - (b) **Arizona** Only. Arbitration under this **Agreement** will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions at 602364-2499 or difi.az.gov.
 - (c) **California** Only. Pursuant to California Civil Code sections 51.7 and 52.1, the option to arbitrate is solely in the discretion of the contract holder. If arbitration is elected, this does not waive the rights of California consumers to file and pursue civil action or complaints. If any statement in this **Agreement** contradicts this clause, this clause shall take precedence.
 - (d) **Maine** Only. Arbitration shall be entered by mutual consent and will take place in the Maine county in which this **Agreement** was issued for delivery; local rules shall apply.
 - (e) **Nevada** Only. The arbitration shall be held in the county in which you live and in the state of Nevada.
 - (f) **Oklahoma** Only. Paragraph (1) of Section E (Arbitration Provision) is revised so as not to require that arbitration proceedings be brought in a state other than Oklahoma.
 - (g) **Oregon** Only. The Arbitration Provision is amended to require mutual agreement for arbitration at the time of dispute. If agreed upon, all proceedings will occur in Oregon (or a mutually agreeable location) and conducted under local rules pursuant to ORS Chapter 36.
 - (h) **Utah** Only. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATION WILL TAKE PLACE IN THE SAME DISTRICT AS THE STATE TRIAL COURT OF GENERAL JURISDICTION IN WHICH THE PROPERTY COVERED BY THIS **AGREEMENT** IS LOCATED.
 - (i) **Wisconsin** Only. Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this **Agreement** held in the state of Wisconsin or within the jurisdiction in which the Covered Product is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this **Agreement** including any claim that all or any part of the **Agreement** is void or voidable.
 - (j) **Wyoming** Only. At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement. Any lawsuit or arbitration proceeding shall be conducted within the county in the State of Wyoming where You reside or where the events giving rise to the dispute occurred.
- (2) **Governing Law:** This **Agreement** shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction. Subject to Paragraph (1) of Section E (Arbitration Provision), each party hereby submits to the exclusive jurisdiction of the courts of the federal and state courts located in Cumberland County, Tennessee, and waives any objection to venue with respect to actions brought in such courts.
 - (3) **Inspection and Audits:** We have the right but are not obligated to conduct inspections and audits at any and all facilities operated or owned by You, where the Covered Product is used or stored. Any such inspection or audit shall relate only to the eligibility for coverage of the Covered Product and/or determinations as to specific claims made under this **Agreement**.
 - (4) **Subrogation:** If We pay for damage, We may require You to assign Us Your rights of recovery against others. We will not pay for damage if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
 - (5) **Territory:** The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian Provinces or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
 - (6) **Transferability:** This **Agreement** is non-transferable.

- (7) **Guaranty:** The obligations of the Obligor under this **Agreement** are insured under a service contract reimbursement insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555 (the "insurer"). In all states in which coverage is available and in which the Reseller is not the Obligor, You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.
- G. ADDITIONAL TERMS AND CONDITIONS:** The following additional terms and conditions apply only to Agreements purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Agreements purchased over the telephone or Internet, refer to the state in which You reside.
- Nevada and New Mexico Only.** We will not cancel this **Agreement**, if it has been in effect for at least seventy (70) days, before the expiration of the Agreement term or one (1) year after the effective date, whichever occurs first except for: (a) Your conviction of a crime which results in an increase in the service required under this **Agreement**; (b) discovery of fraud or material misrepresentation by You in obtaining this **Agreement**, or in presenting a claim under this **Agreement**; or, (c) Your act or omission, or Your violation of any condition of this **Agreement**, the discovery of which occurs after the effective date of this **Agreement** and which substantially and materially increases the service required under this **Agreement**. Cancellation of this **Agreement** as permitted hereunder is effective fifteen (15) days after We mail the cancellation notice to You.
- Alabama Only.**
- Paragraph (2) of Section E (CONDITIONS) is replaced with the following:
- (2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Alabama.
- Arizona Only.**
- We will not cancel this **Agreement** for preexisting conditions that were known or that reasonably should have been known by Us. A preexisting condition will not be excluded under this **Agreement** if such condition were known or should reasonably have been known by Us. We will not cancel or void this **Agreement** due to acts or omissions of Us or Our assignees or subcontractors for Our or their failure to provide correct information or Our or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner.
- Paragraph (6) of Section D (WHAT IS NOT COVERED) is replaced with the following:
- (6) damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; or failure to follow the manufacturer's instructions, while owned by You;**
- Paragraph (2) of Section E (CONDITIONS) is replaced with the following:
- (2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Arizona.
- Connecticut Only.** We and You will make reasonable efforts to resolve disputes over the terms of this Agreement. In the event that We and You cannot reach agreement, You may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair of the Covered Product, and a copy of this Agreement (including receipt and application). The following is added to the Covered Claim provision: If the contract term is for less than one year, said term shall be automatically extended while the covered product is in the custody of the authorized provider for repair for said covered claim. In-home service is not offered under this Plan. Plateau Service Company 2701 N. Main Street, Crossville, TN 38555 (888) 398- 3632, is the Obligor/Provider under this Plan. The Obligations of the Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555 (800) 752-8328 (the "Insurer").
- District of Columbia Only.** We may cancel this **Agreement** upon five (5) days prior written notice to You; except, that prior notice shall not be required if the reason for cancellation is nonpayment of the **Agreement** purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.
- Georgia Only.**
- Paragraph (4) of the WHAT IS NOT COVERED section is replaced with the following: (4) any and all conditions that occur or exist prior to the effective date of this Agreement that are known to You or any product sold "AS-IS" including but not limited to floor models, demonstration models, and products used in a similar manner
- Paragraph (2) of the CONDITIONS section is replaced with the following: (2) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia .
- We may cancel this Agreement only for fraud or material misrepresentation. If We cancel this Agreement, written notice of cancellation will be mailed to You at least 30 days prior to the effective date of cancellation. You may cancel this Agreement at any time upon demand and surrender of the Agreement.
- The Arbitration provision under the Conditions section is nonbinding.
- Iowa Only.** The issuer of this **Agreement** is subject to regulation by the insurance division of the department of commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.
- Michigan Only.** If the performance of this **Agreement** is interrupted because of a strike or work stoppage, the effective period of this **Agreement** shall be extended by the period of the strike or work stoppage.
- New Hampshire Only.** In the event You do not receive satisfaction under this **Agreement**, You may contact the New Hampshire insurance department, at 21 South Fruit Street, Suite 14, Concord, NH 03301, or (603) 271-2241.
- Nevada Only.**
- Paragraph (2) of Section E (WHAT IS NOT COVERED) is replaced with the following:

(2) If repair or replacement is covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure, this Agreement provides coverage for such product once the limits of any existing other contract, warranty or insurance policy covering such product are reached. Further, this Agreement covers any other components of such product which are specifically identified as covered in this Agreement and which are not covered by any other contract, warranty, or insurance policy.

Paragraph (6) of Section E (WHAT IS NOT COVERED) is replaced with the following:

(6) damage from abuse, misuse, mishandling, or introduction of foreign objects into the Covered Product; or failure to follow the manufacturer's instructions;

Paragraph (21) is added to Section E (WHAT IS NOT COVERED), to read as follows:

(21) any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications; however, if the Covered Product is modified or repaired in an unauthorized or nonmanufacturer-recommended manner, We will not automatically suspend all coverage; rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

The first sentence of Paragraph (2) of Section F (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction.

In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Agreement**. If You are not satisfied with the manner in which We are handling Your claim under this **Agreement**, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

This contract is non-renewable.

New Mexico Only. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Oklahoma Only. We are licensed by the Oklahoma Insurance Department as a Service Warranty Association, License No. 44200691. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Also, Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

Oregon Only. Weekend, holiday and evening service will be performed only in the event of damage of a Covered Product, for which repair is prescribed under this **Agreement**, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency renders the Covered Product unfit for a person to use because of defects that immediately endanger the health and safety of the user of the Covered Product.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Product, for which repair is prescribed under this **Agreement**. Upon completion of the service, the service provider must provide You an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the service provider directly for the services rendered, including the Deductible or similar charge up to the Deductible, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this **Agreement**. Please call the Administrator at (844) 927 7689 to find out the best way to submit the paid invoice to Us; or, You may submit the paid invoice by mailing it to the Administrator at 303 Potrero Street # 53 Santa Cruz, CA 95060 with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

South Carolina Only. In the event of a dispute with the provider of this **Agreement**, You may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (800) 768-3467.

Tennessee Only. This **Agreement** is automatically extended while the Covered Product is being repaired.

Texas Only. We are registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 660. We may elect not to renew this **Agreement** upon thirty (30) days written notice to You. Upon any termination or cancellation by You or Us, You will have coverage provided at no additional cost from the date of termination or cancellation plus an additional thirty (30) days. Unresolved complaints concerning providers and administrators or questions concerning the regulation of providers may be addressed to the TDLR, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

Utah Only.

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guaranty Association.

Weekend, holiday and evening service will be performed only in the event of damage of a Covered Product, for which repair is prescribed under this **Agreement**, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency renders the Covered Product unfit for a person to use because of defects that immediately endanger the health and safety of the user of the Covered Product.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Product, for which repair is prescribed under this **Agreement**. Upon completion of the service, the service

provider must provide You an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the service provider directly for the services rendered, including the Deductible or similar charge up to the Deductible, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this **Agreement**. Please call the Administrator at (844) 927

7689 to find out the best way to submit the paid invoice to Us; or, You may submit the paid invoice by mailing it to the Administrator at 303 Potrero Street # 53 Santa Cruz, CA 95060 with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

Paragraph (2) of Section E (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Utah.

Paragraph (5) of Section E (CONDITIONS) is replaced with the following:

(5) We may cancel this **Agreement** at any time for any reason, if this **Agreement** has not been previously renewed, and if this **Agreement** has been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered. After this **Agreement** has been in force for sixty (60) days, this **Agreement** may be cancelled by Us for the following reasons: (a) mutual agreement of Us and You; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this **Agreement**; or (d) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons is effective no sooner than thirty (30) days after the delivery or first-class mailing of a written notice to You.

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

Washington Only. We may cancel this **Agreement** upon twenty-one (21) days prior written notice to You.

Wisconsin Only. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This

Agreement will only be cancelled by Us for material misrepresentation by You to Us or the Administrator, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this **Agreement**, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation