

**IMPORTANT: Please refer to the first page for the coverages that apply to your purchase.**  
Not all of the coverages listed below in the Product Specific Coverage section are covered under your plan

## RESIDENTIAL FURNITURE – TERMS AND CONDITIONS

This is a legal contract (hereinafter referred to as the “Plan”). By purchasing it, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This Plan and your purchase invoice and/or receipt, containing the effective date and expiration date of your Plan, and the product identification constitute the entire agreement between you and us.

### DEFINITIONS:

Throughout this Plan the words (1) “you” and “your” refer to the purchaser of this Plan as shown on the invoice and/or receipt; (2) “we”, “us”, “our” refer to the company obligated under this Plan as referenced in the Obligor section of this Plan; (3) “administrator” refers to the entity that is responsible for the administration of the Plan as referenced in the Administrator section of this Plan; (4) “furniture item(s)” refers to indoor furniture constructed of upholstered fabric, leather/vinyl, wood/hard surface; mattress and area rug that you purchased concurrently with and is covered by this Plan (5) “retailer” indicates the dealer, store or outlet where you purchased the furniture item(s) and this Plan.

### OBLIGOR:

The Obligor of this Plan is as follows: (1) AIG WarrantyGuard, Inc. (“AIGWG”) in all states except Florida and Oklahoma (2) In Florida, New Hampshire Insurance Company (“NHIC”); (3) In Oklahoma, Service Net Solutions of Florida LLC (“SN”); NHIC, AIGWG and SN can be contacted at 180 Maiden Lane, 25th Floor, New York, NY 10038 or e-mail to: [warranty@AIG.com](mailto:warranty@AIG.com)

### ADMINISTRATOR:

The Administrator of this Plan is Guardian Protection Products, Inc., (“Guardian”) P.O. Box 300, Hickory, NC 28603-0300, 1-800-527-8485.

### TERM:

Your coverage under this Plan is effective beginning on the date you purchased the furniture item or on the date the furniture item was delivered to you as stated on your purchase invoice and/or receipt. The Plan will expire either three (3), five (5) or ten (10) years from this effective date depending on the length and type of Plan you purchased and as stated on your purchase invoice and/or receipt. This Plan is not renewable.

### COVERAGE:

- This Plan is limited to the United States and is only valid for new furniture item(s) purchased concurrently with this Plan. The Plan covers materials and labor costs to service your furniture item in the event your furniture item becomes **accidentally** damaged during normal residential use due to stains or other covered damage as more specifically described in the Product Specific Coverage section of this Plan.
- All coverages are for accidental occurrences from a single incident.
- You must have your furniture item picked up or delivered stain, damage and soil-free from the authorized retailer.
- The warranty will be registered electronically by your retailer within 30 days of the product purchase date or delivery date if your product was delivered.
- If we determine, in our sole discretion that your furniture item cannot be serviced (cleaned) or repaired, we may replace the affected area. If the affected area(s) cannot be replaced, you can select a new replacement piece equal in value up to the original purchase price from the retailer from whom this Plan was purchased. This value excludes all taxes and delivery/shipping fees. Replacement is limited to the retail store where the Plan is purchased. If you move outside of the delivery area of the retail location of purchase, you must pay all applicable shipping/delivery costs or additional out-of-area trip charge associated with the Plan claim. This is dependent upon the retailer and the availability of services that may vary from location to location. Replacement of furniture items or materials may be new or reconditioned.
- Furniture item(s) and materials replaced under the terms and conditions of this Plan become the sole property of the Obligor except where prohibited by law.
- The Plan is non-transferrable to another owner. If the furniture and the Plan purchase is being given as gift, contact Guardian Customer Service at 1-800-527-8485 within 30 days with the name and address of the recipient.

**NOTE:** You must keep the invoice and/or receipt for this Plan; it is an integral

part of this Plan and you will be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the receipt containing the length and type of Plan, commencement date and product identification constitute the entire agreement.

## PRODUCT SPECIFIC COVERAGE:

### 1. FABRIC:

- Fabric Basic** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills; stains caused by human or pet bodily fluids.
- Fabric Standard** – Stains caused by grass, grease, ballpoint pen ink, iodine, nail polish, cosmetics, lipstick, crayon, and shoe polish.
- Fabric Advantage** – Rips, cuts, punctures or burns from a single relatable occurrence.
- Fabric Plus 1** – stains from nail polish remover.
- Fabric Plus 2** – stains from marker, gum.
- Fabric Comprehensive 1** – Accidental breakage of frames, springs, and sleeper, reclining, inclining, heating, and vibrating mechanisms will be covered after the manufacturer’s warranty has expired.
- Fabric Comprehensive 2** – Seam stitching that comes loose on upholstered furniture after the manufacturer’s warranty has expired.
- Fabric Service Only** – Stains caused by any food or beverage normally consumed by humans, human or pet bodily fluids, grass, grease, ballpoint pen ink, iodine, cosmetics, lipstick, crayon and shoe polish. Mold or mildew stains caused by food or beverage spills. Service limited to professional cleaning.
- Fabric Plus 3** – All stains.
- Fabric Comprehensive 3** – Excessive loss of foam resiliency to seat cushion(s) after the manufacturer’s warranty has expired.
- Fabric Comprehensive 4** – Buttons and zippers after the manufacturer’s warranty has expired.

### 2. LEATHER/VINYL:

- Leather Standard** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills; stains caused by human or pet bodily fluids; grass, grease, ballpoint pen ink, iodine, nail polish, cosmetics, lipstick, crayon, and shoe polish. Rips, cuts, punctures or burns from a single relatable occurrence.
- Leather Plus 1** – stains from nail polish remover.
- Leather Plus 2** – stains from marker, gum.
- Leather Plus 3** – Cracking and peeling.
- Leather Comprehensive 1** – Accidental breakage of frames, springs, and sleeper, reclining, inclining, heating, and vibrating mechanisms will be covered after the manufacturer’s warranty has expired.
- Leather Service Only** – Stains caused by any food or beverage normally consumed by humans, human or pet bodily fluids, grass, grease, ballpoint pen ink, cosmetics, lipstick and crayon. Mold or mildew stains caused by food or beverage spills. Damage from rips, cuts, burns and punctures of no more than 3” in length from a single relatable occurrence. Service limited to professional cleaning and/or repair.
- Leather Basic** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills; stains caused by human or pet bodily fluids; grass, grease, ballpoint pen ink, iodine, nail polish, cosmetics, lipstick, crayon, and shoe polish.
- Leather Plus 4** – All stains.
- Leather Comprehensive 2** – Seam stitching that comes loose on upholstered furniture after the manufacturer’s warranty has expired.
- Leather Comprehensive 3** – Excessive loss of foam resiliency to seat cushion(s) after the manufacturer’s warranty has expired.
- Leather Comprehensive 4** – Buttons and zippers after the manufacturer’s warranty has expired.

### 3. WOOD AND HARD SURFACE:

- a) **Wood Standard** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills; Breakage of wood frame or structure or other hard surface from single incident; gouge, heat mark or liquid ring from single incident; accidental breakage of glass or mirror components (with the exception of crowned or curved glass).
- b) **Wood Plus 1** – Checking, cracking, bubbling, or peeling of finish from a single incident.
- c) **Wood Plus 2** – Any chip or scratch of glass or mirrors and loss of silvering on mirrors (with the exception of crowned or curved glass).
- d) **Wood Plus 3** – Any chip, scratch or breakage of glass or mirrors and loss of silvering on mirrors including crowned or curved glass.
- e) **Wood Plus 4** – finish fading (limited to the first year of this warranty).
- f) **Wood Plus 5** – Stains from nail polish, nail polish remover and gum.
- g) **Wood Plus 6** – Breakage of glass or mirror components including crowned or curved glass.
- h) **Wood Comprehensive 1** – Accidental breakage of frames, springs, and sleeper, reclining, inclining, heating, and vibrating mechanisms will be covered after the manufacturer's warranty has expired.
- i) **Wood Comprehensive 2** – Structural defects to frames such as warping and frame breakage/cracking, separation of frame components (excluding dining/casual chair leg joints). Defective light fixtures.
- j) **Wood Comprehensive 3** – failure of metal frames for tables and beds, electrical shorts, switch failure on lamps, and rips, tears, or separation of seams on lampshades.
- k) **Wood Service Only** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills. Accidental gouge, heat mark, or liquid ring from a single incident. Service limited to professional cleaning and/or repair.
- l) **Wood Basic** – Stains caused by any food or beverage normally consumed by humans; mold and mildew stains caused by food or beverage spills.
- m) **Wood Plus 7** – All stains.
- n) **Wood Plus 8** – Stains from nail polish.

### 4. AREA RUG:

- a) **Area Rug Basic** – Accidental stains caused by any food or beverage normally consumed by humans, human or pet bodily fluids, grass, grease, ball-point pen ink, iodine, nail polish, nail polish remover, cosmetics, lipstick, crayon, and shoe polish.
- b) **Area Rug Standard** – Basic coverage plus mold or mildew stains caused by food or beverage spills.
- c) **Area Rug Plus 1** – Stains from gum.

### 5. LAMPS:

- a) **Lamp Standard** – Breakage, damage to electrical switch or cord. Stains and tears to lamp shades.

### 6. MOTION UPHOLSTERY:

- a) **Motion Standard** – Extends the manufacturer's warranty as it expires for breakage of frames, mechanisms, welds, swivel bases, recliner handles, assembled joints, defective motors, massagers, vibrating units, or heater due to normal residential use.

### 7. ADJUSTABLE BEDS:

- a) **Adjustable Bed Standard** – Extends the manufacturer's warranty as it expires for breakage of frames, mechanisms, welds, assembled joints, defective motors, massagers, vibrating units, or heater due to normal residential use.

### 8. OUTDOOR:

- a) **Outdoor Basic** – Coverage for all accidental stains to fabric or vinyl upholstered areas and umbrellas. Coverage for outdoor table includes breakage of glass components.
- b) **Outdoor Advantage** – Basic coverage plus rips, cuts, punctures or burns to fabric and vinyl areas from a single relatable occurrence.
- c) **Outdoor Plus 1** – Structural defects to metal frames such as warping and frame breakage/cracking, separation of frame components. Manufacturer's warranty for umbrella mechanisms will be covered after the manufacturer's warranty has expired.

### LIABILITY

Under no circumstances shall coverage extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred to any delay in rendering service under this Plan and loss of use during the period that your furniture item is at an authorized servicer or while awaiting materials/parts.

For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized service/repairs, (2) replacement of affected furniture item with a new replacement piece of equal value, excluding taxes and delivery/shipping fees (3) the price that you paid for the furniture item.

The total liability under this Plan is the purchase price you paid for the furniture item. In the event that the aggregate of all authorized service/repairs exceeds the purchase price paid for the furniture item or we replace the furniture item with a new piece of equal value, we shall have satisfied all obligations owed under this Plan.

If the retailer from whom this Plan was purchased is no longer in business, in the case of a covered claim, the Plan becomes service only. If the furniture item(s) cannot be serviced, the liability will be limited to a refund of the purchase price of this Plan. Once a refund has been issued for any furniture item, all terms and conditions of the Plan will be fulfilled and all future claims will be void.

### STEPS TO MAKE A CLAIM:

- 1) **Report all covered claims to Guardian at 1-800-527-8485 within 30 days of the accidental staining or damage occurrence** and Guardian Customer Service Representatives will be ready to guide you through the service process. Spanish assistance is available for your convenience. Ensure that you have your original invoice and/or sales receipt in hand to reference contract and Plan number, which will be required to qualify for service. Failure to provide necessary information and/or documents within 15 days of claim notification will void the claim.

- 2) Service **MUST** be authorized by Guardian prior to any service, repair or replacement is initiated or the claim will not be approved.

- 3) Guardian may provide cleaning product(s) for the stain or have the stained or damaged area serviced by a professional technician at no charge to you if it is determined that the stain or damage is covered under this Plan. Professional service is limited to the covered stained or damaged area only.

**NOTE:** You shall reasonably cooperate with Guardian in its effort to perform its obligations under this Plan. Failure to comply with the provisions in this Plan may result in your claim being denied. Guardian has the right to deny a claim should you refuse our attempts to repair or service. You also must provide a safe, non-threatening environment for our technicians to receive service.

**NOTE:** Materials and services covered during the manufacturer's warranty period are the responsibility of the manufacturer. This 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.

### EXCLUSIONS TO COVERAGE:

(These exclusions apply unless specifically covered under the Product Specific Coverages for your Plan)

- Furniture items that are covered by the manufacturer's warranty, repairer's warranty, or any other warranty in effect. Any and all pre-existing conditions that occur prior to the effective date of this Plan. Defects that are subject to manufacturer's recall.

- General soiling, which is defined as a gradual buildup of dirt, dust, body oils, perspiration, or any other accumulated stains, that cannot be attributed to a single occurrence.

- Indentations from writing on wood surface or any type of surface abrasion; finish scorching and heat damage. Loss of silvering of glass or mirror components; scratches of any type; all accessories.

- 100% silk, non-colorfast material or wall-to-wall carpeting.

- Human and pet bodily fluid stains bodily fluid stains caused by incontinent individuals or pets. Repeated pet bodily fluid stains, which are considered preventable occurrences.

- Perspiration, body oils, and hair oils.

- Damage that does not clearly penetrate through upholstery including but not limited to scratches and scuff marks.

- Plastic or metal parts, such as hinges and drawer slides

- Accidental gouges on wood surfaces that do not clearly penetrate through the clear-coat finish exposing the bare wood including but not limited to scratches.
- Ballpoint pen ink, crayon or lipstick marks of more than 6 inches in length are considered preventable and will not be covered.
- Mold and mildew stains due to atmospheric causes.
- Defects or damage caused by topical treatments. Use of any unauthorized cleaning products or methods.
- Stains or liquid rings, unless specifically covered under this Plan, caused by substances such as medication (including vitamins), dyes, paints, acids, corrosives, chemicals, bleaches, glue, candle wax, adhesives, gum, crayon, ink (except ballpoint pen ink), marker, dirt or other soil, pollen, tree sap, rust, nail polish, nail polish remover, cosmetics, hair treatments including hair gel, hair spray, mousse, or other like substances.
- Odors; accumulated or long term multiple stains and unknown stains, color loss and fading. Normal wear and tear, including damage of this type cannot be attributed to a single relatable accident.
- Unless specifically covered under this Plan, the Plan does not apply to any other surfaces including parachute cloth, "X" coded fabrics, draperies, area rugs, carpets, box springs, mattresses, nubuck, suede or other sensitive leathers, paper, plastic, bare wood or oil finished furniture, crowned or curved glass, and electronic components. Stains or damage to box springs, carpet or flooring due to any substance that may run off of the mattress or furniture item.
- Leather or vinyl cracking or peeling; seam slippage/ separation; stress tears/rips, scratches, scars, leather finish defects. Repair and replacement are specifically excluded on split hides used in seating areas.
- Any upgrades to the furniture item that alter the appearance and function from the manufacturer's original state.
- Coverage for "as is", "final sale", "pre-owned" and rental products. Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.
- Damage caused during, or as result of delivery, handling, set-up, or assembly, furniture items in transit or storage, furniture items located outdoors or on patios or screened rooms where it may be directly or indirectly exposed to outside elements, damage by outside contractors, water damage by leaking appliances, water heaters, skylights, pipes and all losses covered by homeowners or renters insurance.
- Repairs necessitated by intentional physical damage, acts of nature, fire, burglary, theft, vandalism, collision, spilled liquids (unless specifically stated), corrosion, animal and insect infestation (including pet damage of any kind other than pet bodily fluids that may be covered or specifically stated under the Plan), misuse, neglect, mishandling and abuse.
- Manufacturer recommended routine maintenance, inspection, cleaning and customer education. This includes damage caused by improper cleaning/repair methods or materials.
- Unauthorized modifications made to the furniture item; altered serial numbers; failure to follow manufacturer's installation, operation or maintenance instructions; repairs performed by non-authorized repairer; any items affecting the furniture's function.
- External faults such as wiring, electrical connection or plumbing, consequential loss of any kind.
- Products on loan during repair process.
- Failure caused by voltage converter and/or applying incorrect voltage to the product.
- Diagnosis where no defect has been found or noted.
- Damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion.

## **GENERAL PROVISIONS:**

### **Cancellation:**

This 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 furniture item 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. This Plan can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at Guardian Protection Products, PO Box 300, Hickory, NC 28603-0300. If the Plan is cancelled: (a) within thirty (30) 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 thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

**Insurance Securing this Plan:** This is not an insurance policy. If You reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI or WY, this Plan is secured by a contractual liability policy provided by Illinois National Insurance Company, 180 Maiden Lane, 25th Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company. If You reside in any of the following states: AR, CA, MS, OK, NY, NC or VA, this Plan is secured by a contractual liability or reimbursement insurance policy provided by New Hampshire Insurance Company, 180 Maiden Lane, 25th Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.

## **STATE SPECIFIC REQUIREMENTS:**

**The following state specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:**

**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. A ten (10) percent 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, 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.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) 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 sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**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. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased it.

**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.

**Illinois Residents:** You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and 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 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 ten percent (10%) of the Plan price or fifty dollars (\$50.00).

**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, 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. 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.

**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:** this Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either you or we cancel this Plan, the return of the Plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the Plan, less the cost of any service received. In the event the contract is canceled by you, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium. In the event the contract is canceled by us, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium.

**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 (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. A ten (10) percent 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.

**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, 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 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. 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.

**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 Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation.

**Washington Residents:** You may apply directly to the insurance company

**Wisconsin Residents:** THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. Failure by you to give notice or proof within a reasonable time will not invalidate or reduce your claim unless we are prejudiced by the failure to give notice. If this Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

**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.