

# Extend

## **Jewelry Protection Plan**

### Terms and Conditions



# Welcome.



**Kaley**

We're so glad you're here. We'd love to give you a tour of your protection plan.

This document will cover:

1. Plan Introduction
2. Your Responsibilities
3. How to File a Claim
4. Definitions
5. Eligibility
6. What is Covered
7. What is Not Covered
8. Service Procedures and Limit of Liability
9. Monthly Plans
10. Cancellation
11. Conditions
12. Legal Disclosures
13. State Requirements and Disclosures



## 1. Plan Introduction

- 1.1. Welcome to Your Extend Jewelry Protection Plan. This document outlines all the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and much more. Please reach out to Extend at support@extend.com or 1-(877) 248-7707 should You have any questions.



Kaley

Hey there! I'm Kaley and I'll be giving You a rundown of each section in this document.

## 2. Your Responsibilities

- 2.1. Please read these terms and conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.
- 2.2. This Plan does not replace Your manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product. This is not a contract of insurance.
- 2.3. In order for coverage under this Plan to remain valid, You must ensure that all required care, maintenance, and inspection services specified in the product's warranty are performed by (1) the original Retailer or their authorized representative, or (2) a servicing center authorized by Us, the Administrator. You will be required to provide proof of such in the event of a Claim. You must keep this Plan, and Your Purchase Confirmation as You may be required to produce them to obtain service. Refer to Your Purchase Confirmation to determine the Coverage Term and other important information that may affect Your coverage under this Plan, and if there is a Deductible required to obtain service.



Kaley

You have a role too! This is important because it may affect Your ability to file a claim.

## 3. How to File a Claim

- 3.1. Please contact the Administrator and You will be advised on how to obtain service or a replacement. To do so, go online at <https://customers.extend.com/claims> or call the toll-free number at 1-(877) 248-7707 between 9:00 AM and 5:00 PM CST, Monday through Friday.
- 3.2. Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator as this Plan will not cover failure or damage resulting from unauthorized service



Kaley

We're here to protect the products You love, so if Yours breaks or if You need help, there are easy ways to reach out to Us!

## 4. Definitions

- 4.1. **Administrator:** Extend, Inc., 3300 N Interstate 35 Suite 700, Austin, TX 78705, 1-(877) 248-7707.
- 4.2. **Covered Product:** the product (including multiple pieces sold under a single SKU) You purchased that is covered by this Plan and shown on Your Purchase Confirmation.
- 4.3. **Coverage Term:** The period that Your Covered Product is covered under this Plan that begins date of delivery of Your Covered Product or the purchase date of this Plan (if purchased after the Covered Product purchase date) and is shown on Your Purchase Confirmation. **IF YOU PURCHASED THIS PLAN AFTER THE**



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Let's get familiar with the language. You'll see these expressions commonly used throughout this document, which We've defined for You here.



**PURCHASE DATE OF THE COVERED PRODUCT, THEN A THIRTY (30) DAY WAITING PERIOD IS REQUIRED.** Any claims filed prior to or before this waiting period are considered pre-existing conditions and not covered by this Plan. If during the waiting period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Plan and provide You with a full refund of the Plan Price. Note: if the ending date on the Contract Term is shown as Lifetime on Your Purchase Confirmation, the Coverage Term begins on the beginning date shown on Your Purchase Confirmation and last for the lifetime of the original Purchaser.

- 4.4. **Deductible:** the applicable deductible, if any, for claims. Any deductibles will be shown on Your Purchase Confirmation.
- 4.5. **Extend, Our, Us, or We:** the Obligor obligated to perform under this Plan, who may also be a seller of the Plan.
- 4.6. **Obligor:** In all states except Florida, Oklahoma, and Washington, and including the District of Columbia, the Obligor of this Plan is Extend Warranty Services Corporation, 3300 N Interstate 35 Suite 700, Austin, TX 78705, 1-(877) 248-7707. In Florida, Oklahoma, and Washington, the Obligor of this Plan is Extend Protection Corporation, 3300 N Interstate 35 Suite 700, Austin, TX 78705, 1-(877) 248-7707.
- 4.7. **Plan:** this plan or service contract between You and Us.
- 4.8. **Plan Price:** the price You paid for this Plan.
- 4.9. **Purchase Confirmation:** Your purchase confirmation email from Extend for the purchase of this Plan.
- 4.10. **Selling Retailer:** the entity selling the Covered Product(s) and this Plan as shown on Your Purchase Confirmation.
- 4.11. **You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, and any authorized transferee/assignee of the purchaser.

## 5. Eligibility

The following products are eligible for coverage:

- 5.1. **Jewelry**, including, but not limited to, new and used rings, necklaces, earrings, and bracelets. Watches are not covered by this Plan.

## 6. What is Covered

- 6.1. This Plan covers defects in materials and/or workmanship of the Covered Product that occurs during the Coverage Term. The Plan does not replace Your retailer guarantee, manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product but provides certain additional benefits during the Coverage Term.

In addition to the above coverage, We agree to provide the following services:

- 6.1.1. refinishing and polishing,
  - 6.1.2. rhodium plating, clean and polish,
  - 6.1.3. resetting diamonds and gemstones,
  - 6.1.4. ring resizing is limited to one (1) resizing per year, up to two (2) sizes up or down, provided, in Our sole discretion, that the design and materials of the Covered Product permit such sizing increase or decrease. Your ring is eligible for resizing after 60 days from the purchase date of the Covered Product and does not cover initial ring sizing.
- 6.2. In the event of an eligible Claim, We agree to provide the following restoration services required as a result of a covered defect or accidental breakage during normal wear.



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Here, We've called out specific types of damage and Failure that are covered by this Plan.

If You don't see what You're looking for or have any questions, reach out to Us at 1-(877) 248-7707!



- 6.2.1. broken, bent, or worn prongs, clasps, and hinges,
- 6.2.2. knotted or broken chains or clasps on necklaces and bracelets,
- 6.2.3. broken or lost pins and earring posts,
- 6.2.4. restringing of broken or stretched pearl strands,
- 6.2.5. cracked or thinning ring bands, re-shanking,
- 6.2.6. chain soldering,
- 6.2.7. repair of chipped or cracked stones (including center stones),
- 6.2.8. replacement of center or side/enhancement diamonds or gemstones due to a defective, worn, bent or broken setting up to a maximum of the original stone size and quality, subject to the limit of liability.

## 7. What is Not Covered

The following are not Covered by Your Plan, unless specifically provided in the “What is Covered” section:

- 7.1. Any stain, or damage, or Failure if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2. All products not originally covered by a manufacturer’s warranty or retailer guarantee.
- 7.3. Product replacement or repair that should be covered by the retailer, designer or manufacturer warranty or are a result of a recall, regardless of the manufacturer’s ability to pay for such repairs.
- 7.4. Covered Products or their components with altered serial numbers.
- 7.5. Damage covered by any insurance policies or other agreements.
- 7.6. Normal wear and tear unless resulting in a covered defect or covered under Section 6.
- 7.7. Cleaning, periodic checkups or preventive maintenance, other than that described in Section 6.
- 7.8. All pre-existing conditions that occur prior to the Coverage Term of the Covered Product.
- 7.9. Any product sold “AS-IS,” including, but not limited to, floor models, demonstration models, etc.
- 7.10. Damage from abnormal use, abuse, misuse, mishandling, neglect, and introduction of foreign objects into the Covered Product, including tampering with prongs, bezels or other elements designed to secure diamonds and gemstones,
- 7.11. Unauthorized modifications, resizing, repair or service by an unauthorized third party or alterations to a Covered Product.
- 7.12. Damage caused by Your failure to follow the manufacturer’s instructions for operation and care of the Covered Product, including regular inspections.
- 7.13. External causes of any kind, including third party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, or acts of God.
- 7.14. Damage caused by invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion.
- 7.15. Lost, stolen or voluntary parting of Covered Products.
- 7.16. Loss or injury to a person or loss or damage to other property or any incidental, contingent, special, or any direct or indirect loss and consequential, damages. including but not limited to, losses incurred due to any or delay in rendering service under this Plan or resulting in loss of use.
- 7.17. Any product purchased for or used at any time for business, commercial, institutional or rental purposes, or on a rental basis.



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We want to make sure that Our Plans are affordable for You and manageable for Us. To achieve this, there are some cases We cannot cover.

Examples include damage due to misuse, alterations, and even rebellions.



- 7.18. Damage resulting from unauthorized repairs and/or parts from a third-party, or service where no problem can be found.
- 7.19. Parts that are designed to be replaced over time.
- 7.20. Customer supplied stones used in the Covered Product.
- 7.21. Inherent product defects and flaws in gemstones.
- 7.22. Cosmetic damage, other than that which is described in Section 6.
- 7.23. Damage which is not reported during the Coverage Term of this Plan.

## 8. Service Procedures and Limit of Liability

8.1. Depending on the Covered Product and type of damage, at Our sole option, services may be provided in the form of repair, replacement, or settlement; subject to the Limit of Liability shown below. Coverage described in this Contract will not replace or provide duplicative benefits during any active Retailer's return policy and/or manufacturer's warranty period. During such period, all parts, labor and/or shipping costs are the sole responsibility of the applicable Retailer and/or manufacturer.

### 8.1.1. Repairs

8.1.1.1. Parts used to repair Your Covered Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Covered Product. We will repair Your damaged Covered Product with service at Our sole discretion as described below:

- a) **Carry-In:** The Covered Product must be delivered and picked up by You at Our authorized service center during normal business hours; or
- b) **Depot:** We will provide You with a prepaid shipping label for You to ship Your failed Covered Product to Our repair facility. Your Covered Product must be properly protected with bubble wrap or other protective materials, at Your own expense. We are not responsible for and have no liability for products damaged during shipping. Your repaired product will be mailed back to You at no charge.

8.1.1.2. **No Lemon Policy:** During the term of this Plan, and subject to Our **limit of liability**, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Plan.

8.1.1.3. The Administrator must approve all repairs and services before any service or repair, or else claims may be denied.

### 8.1.2. Replacement

8.1.2.1. If in Our sole opinion the Covered Product cannot be repaired, We will replace Your Covered Product or the damaged part with a new or refurbished unit or part of like or similar quality. The replacement product or part may be of a future version or current edition of Your original product or part.

8.1.2.2. Coverage for Your replacement product will require the purchase of a new Plan.

8.1.2.3. If the Covered Product is comprised of more than one item, we will repair or replace only the affected item and coverage will



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Your claim is approved, then what? Depending on Your Plan, We will either repair or replace Your Covered Product or provide a settlement, which We've provided the details for You here.



continue on the remaining items. Damaged or replaced parts or covered items become Our sole property.

- 8.1.3. **Settlement:** We may provide You with a financial credit that may be in the form of a check, or store credit, or gift card at the retail store location where You purchased the Covered Product. The amount of the settlement will be based on the original purchase price of the Covered Product, excluding any applicable taxes, or delivery charges and less any claims costs. If You allow Your settlement to expire, We will make no additional attempt to resolve Your claim for the affected Covered Product under this Plan.
- 8.2. Replacement of a Covered Product, or Your acceptance of a settlement, will complete the coverage and all Our obligations under this Plan for Your Covered Product.
- 8.3. INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.
- 8.4. **Limit of Liability** During the Coverage Term, the maximum amount that We are obligated to pay for all repairs, replacement, or settlement will not exceed Your purchase price for the Covered Product, subject to Section 5. Eligibility and excluding sales tax, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Plan.
- 8.5. **Expiration:** This Plan shall expire upon the earliest of the Coverage Term ending, the replacement of Your Covered Product, issuance of a settlement in lieu of replacement, or if the total of all repairs or replacements exceeds the purchase price of the Covered Product, excluding sales tax, delivery, and handling.

## 9. Monthly Plans

- 9.1. **Monthly Paid Term Plans:** If You select a Plan for a Contract Term greater than one (1) month (e.g., 24 months) and pay for it monthly, ("Monthly Paid Plans"), until the Plan described in this paragraph is cancelled or Our obligations under this Plan become fulfilled, You authorize the Administrator/Selling Retailer to charge Your credit or debit card for the amount specified on Your payment receipt, plus tax, for each month of the Coverage Term specified on Your payment receipt plus tax. Your account must be current to receive service.
- 9.2. **Continuous Monthly Plans:** If You select a Plan that automatically renews on a month-to-month basis, ("Continuous Monthly Plans"), coverage under Your Plan will automatically renew each month and You authorize Administrator/Selling Retailer to charge Your credit or debit card for the amount specified on Your payment receipt each month until Your Plan is cancelled, We have fulfilled Our obligations under this Plan in accordance with the Limit of Liability, or We discontinue the monthly renewals. We have the right to modify rates and/or Plan provisions. Notice of any changes to rate and/or Plan provisions will be given to You, in writing, at least thirty (30) days prior to implementation. You may terminate coverage by giving written notice at any time prior to the effective date of the change. Your account must be current to receive service.



If You opted to purchase a monthly plan, We have specific guidelines when it comes to coverage and payments.

If You choose a Continuous Monthly Plan, this Plan renews automatically at the end of every month. If You no longer wish to renew your coverage at any point in time, please see Section 10. of Your Plan for information on how to cancel. We may change the monthly charge for the Plan, the administration of the Plan, or the terms and conditions of the Plan from time to time upon at least thirty (30) days written



notice to You. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. Your coverage shall continue from month-to-month until terminated by You or by Us. By choosing the Continuous Monthly Plan, You affirmatively consent to the Plan automatically renewing at the end of every month. Your affirmative consent is collected by, and on file with, the Administrator.

## 10. Cancellation

- 10.1. You may cancel this Plan for any reason at any time by calling 1-(877) 248-7707 or emailing support@extend.com. If You request cancellation within sixty (60) days of the date of the Plan purchase (as shown on the Purchase Confirmation), and no claim has been made under the Plan, You will receive a 100% refund of the Plan Price. For cancellation purposes, Lifetime term cancellation is based on a ten (10) year Coverage Term. For any other cancellation request, You will receive a pro rata refund (based on the elapsed Coverage Term) of the Plan Price, less the costs of claims under this Plan, and less an administrative fee not to exceed the cost of the Plan or \$50, whichever is less.
- 10.2. If You cancel this Plan within sixty (60) days from the purchase date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.
- 10.3. We may cancel this Plan for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Plan Price based on the elapsed Coverage Term, less the costs of paid claims (if any).
- 10.4. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You, less the costs of paid claims (if any).

## 11. Conditions

- 11.1. **Renewal:** Renewal of Your Plan will be at Our discretion.
- 11.2. **Transferability:** This Plan is transferable by the original Purchaser for the balance of the original Coverage Term. To continue coverage under this Plan for the new owner, the Covered Product must be registered by emailing support@extend.com, and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above, except as noted above.
- 11.3. **Territories:** The territory is limited to Plans sold in the geographic area of the United States of America, including the District of Columbia, only. It does not include any U.S. Territories (such as Guam, Puerto Rico, or U.S. Virgin Islands) or Canada.
- 11.4. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.





11.5. **Payment Limitations:** This Plan and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Plan that would violate any order, guidance or other instruction issued by OFAC.

## 12. Legal Disclosures

### 12.1. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION

**WAIVER:** You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in **Section 12.4. Insurance**, will be settled by impartial arbitration. To initiate arbitration, You must notify the Administrator in writing of Your desire to submit your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

12.2. **Entire Agreement:** This Plan, together with Your Purchase Confirmation and sales receipt or other proof of purchase of the Covered Product(s) shall collectively constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

12.3. **Severability:** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

12.4. **Insurance:** Our obligations under this Plan are guaranteed under service contract reimbursement policies issued by Continental Casualty Company or Continental Insurance Company, 151 N. Franklin St., Chicago, IL 60606, 1-(800) 831-4262. If We fail to pay or provide service on any valid claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policies.



Kaley

If You've made it this far, We hope We're still friends! :)

We're required to include these statements but know that You as a consumer also have protections.

## 13. State Requirements and Disclosures

**Alabama:** The administrative fee in Section 10.1 is revised to state that it will not exceed the cost of the contract or \$25, whichever is less.



**Arizona:** The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Pre-existing conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or \$50, whichever is less. Claims paid will not be deducted from any refund amount due. We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 12.1, is revised to state: Arbitration cannot 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 A.D.I.F.I. 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 A.D.I.F.I. at 602-364-2499.

**California:** The Cancellation Provision is revised as follows: You may cancel this Plan for any reason at any time by mailing notice to Us at 340 South Lemon Avenue #4904, Walnut, CA, 91789. calling 1-(877) 248-7707, visiting [www.extend.com/contact](http://www.extend.com/contact), or emailing [support@extend.com](mailto:support@extend.com). If You cancel this Plan within sixty (60) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full purchase price of the Plan. If You cancel this Plan within sixty (60) days from the date of purchase, and a claim has been made, We shall refund or credit You a pro rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You a pro rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed, less an administrative fee not to exceed ten percent (10%) of the purchase price or \$25, whichever is less. If You cancel this Plan, a 10% per annum interest payment for each additional thirty (30) days or fraction thereof shall be added to a refund that is not paid or credited within 30 days after cancellation.

**Colorado:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

**Connecticut:** If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

**District of Columbia:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

**Florida:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata premium or \$50, whichever is less. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49935.

**Georgia:** The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full purchase price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated



purchase price of the Plan based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed 10% of the unearned pro rata purchase price, or \$50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, then We will pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The Arbitration Provision, 12.1., is revised to state that arbitration is non-binding. In Section 7. What is Not Covered, 7.8, is deleted and replaced with the following: damage from pre-existing conditions known to You that occurred prior to the Coverage Term.

**Illinois:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the purchase price or \$50, whichever is less.

**Maine:** The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the provider fee outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee paid by You or \$50, whichever is less. The Insurance provision, 12.4, is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

**Maryland:** The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

**Nevada:** The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the purchase price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. Claims paid will not be deducted from any refund owed. The cancellation fee shall not exceed the purchase price or \$25, whichever is less. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number 1-(888) 872-3234.

**New Hampshire:** In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: 1-(800) 735-2964.

**New Jersey:** If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty, based on the purchase price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.

**New Mexico:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the purchase price of the Plan or \$50, whichever is less. If You

cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a penalty of ten percent (10%) of the purchase price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan.

**North Carolina:** The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the Plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro rata refund or \$50, whichever is less.

**Oklahoma:** The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata premium or \$50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Oregon:** Section 12.1. is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36.

**South Carolina:** In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at 1-(800) 768-3467.

**Texas:** The Insurance provision, 12.4, is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full purchase price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You the prorated purchase price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or \$50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: 1-(800) 735-2989.

**Utah:** Section 12.4. is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. 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 Property and Casualty Guaranty Association. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of

cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Virginia:** If any promise made in the Plan 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 to file a complaint.

**Washington:** The Arbitration provision, 12.1, is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan for nonpayment of the provider fee, material misrepresentation by You to Us or Administrator, or substantial breach of duties by the You relating to the Covered Product or its use. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee or \$50, whichever is less. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. The Arbitration provision, 12.1., is revised to state that arbitration is non-binding.

**Wyoming:** The Arbitration provision, 12.1, is deleted in its entirety.