

# Samsung ProCare - Commercial

## Terms and Conditions

The Service Plan includes the Benefits Summary Page, Terms and Conditions, applicable state specific disclosures and purchase order/sales invoice.

This Service Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Plan should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

### Definitions:

**Accidental Damage:** means a sudden, unexpected and unintentional external event that results in “physical” damage to the Product including spilled liquids and drops.

**Price** means the amount paid by You for this Service Plan listed on Your purchase order/sales invoice.

**Product** means the new item(s) purchased and covered under a manufacturer’s warranty and identified by serial number on the Purchase Order/Sales Invoice # shown on Your Benefits Summary Page.

**Service Plan** means this Service Plan, including the Service Options and Premium Service Options which You purchased to cover the Product described on Your Benefits Summary Page.

**Service Plan Administrator** means the entity responsible for administering this Service Plan. In all states, the Administrator is Federal Warranty Service Corporation, except in Florida where the Administrator is United Service Protection, Inc. and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Service Plan Holder/You/Your** means the original business entity purchaser or owner of the Product covered under this Service Plan.

**Service Plan Provider/We/Us/Our** means the Obligor of this Service Plan listed on Your Benefits Summary Page.

### Coverage Term:

Term and coverage under this Service Plan begin and end on the Start Date and End Date indicated on Your Benefits Summary Page. If Your Product is being serviced by an authorized service center when this Service Plan expires, the term of this Service Plan will be extended until 11:59pm of the day the covered repair is completed.

### What is Covered:

In our sole discretion, if Your Product fails due to a mechanical or electrical breakdown during normal use, We will repair or replace Your Product. Parts will be replaced with those of like kind and quality and may be new or remanufactured. If the Product cannot be repaired, or if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Product or are discontinued by the manufacturer, the Product will be replaced with a new or remanufactured product of similar or equal features and functionality. As a condition of replacement, You may be required to return the Product to Us at Our expense, prior to receipt of the replacement product.

Accidental Damage coverage applies only if purchased by You and is indicated on Your Benefits Summary Page. This coverage is not available on all Products.

### Your Responsibilities:

You have the responsibility to protect Your Product against further damage and maintain Your Product in accordance with the conditions outlined in the user’s manual and original manufacturer’s warranty specifications. You must cooperate fully with the technical support agent and the authorized Service Plan Provider, and Your Product must be easily accessed to allow for service. You have the responsibility to protect the Product from further damage and follow the owner’s instruction manual.

It is Your sole responsibility to protect, backup, and secure any information on the covered Product. You are responsible for removing data and personal information including, but is not limited to, SIM cards, memory cards, passwords, contacts, and emails. Consult Your Product’s user’s manual to learn how to erase or remove such information.

## **No Lemon Policy:**

During the term of this Service Plan, after three service repairs have been completed on the same component of an individual Product and that Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, We will no longer have any obligation for the replaced Product under this Service Plan. No Lemon Policy does not apply to repairs performed during the manufacturer's warranty or servicer's warranty.

## **If You Need Service:**

Call customer service at **1-866-SAM-4BIZ**. Support is available during regular business hours, Monday through Friday 8:00am to 9:00pm ET excluding holidays and weekends, except for Premium Service Options as listed on Your Benefits Summary Page. If You are entitled to service, You will be provided further service instructions as applicable to Your Product and the purchased services. Unless otherwise specified on Your Benefits Summary Page, calls that require a replacement product to be shipped must be received prior to 2:00pm EST in order for the replacement product to ship the same business day. Shipments are only made during regular business hours, Monday through Friday, excluding holidays.

For Next Day and Same Day Fast Track/White Glove for our Outdoor Digital Display, please call 24 hours a day, 7 days a week. The Customer Hotline is 1-888-389-1488.

## **Service Options: Please reference Your Benefits Summary Page for Your Service Option.**

**Pick Up/Depot:** Products must be delivered to and picked up by You at an authorized service center during normal business hours. If a Product must be shipped to a central service facility, You will be provided a pre-paid shipping label. You are responsible for packaging the Product during transportation to and from the Depot.

**On-Site:** Service will be performed at Your registered location and You must ensure that the Service Plan Provider is provided with an acceptable indoor location to service the Product and sufficient electrical power and supplies to perform service. The Service Plan Provider may opt to remove the Product from Your location to perform service at the authorized service center and will return the Product after repaired. Additional time and mileage charges for on-site repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Service Plan. If a Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and back.

## **Premium Service Options: (some options are not available on every Product category):**

Fast Track – Next Business Day: If You purchased the Fast Track Next Business Day option, as indicated on Your Benefits Summary Page, You will receive the following service: Upgrade of Your service level from the standard manufacturer's warranty to an exchange program where the replacement product is sent out to replace the defective Product before the defective Product is returned to the Administrator. You will be shipped an outbound replacement Product using a next business day delivery service. You must place a service call prior to 3:00pm EST in order for a replacement product to ship the same business day. Shipments are only made during regular business hours, Monday through Friday, excluding holidays. Weekend and after-hours service are not available for this service option. Return shipping costs for the defective Product via ground service are included. Fast Track services are only valid for the Product serial number that is activated and registered as a covered Product.

Fast Track – Next Day: If You purchased the Fast Track Next Day option, as indicated on Your Benefits Summary Page, You will receive the following service: Upgrade of Your service level from the standard manufacturer's warranty to an exchange program where the replacement product is sent out to replace the defective Product before the defective Product is returned to the Administrator. You will be shipped an outbound replacement product using a next day delivery service. You must place a service call prior to 12:00pm local time in order for a replacement product to ship out the same day, including weekends and holidays. Return shipping costs for the defective Product via ground service are included. Fast Track services are only valid for the Product serial number that is activated and registered as a covered Product.

Fast Track – Same Day: If You purchased the Fast Track Same Day option, as indicated on Your Benefits Summary Page, You will receive the following service: Upgrade of Your service level from the standard manufacturer's warranty to an exchange program where the replacement product is sent out to replace the defective Product before the defective Product is returned to the Administrator. You will be shipped an outbound replacement Product using same day delivery service. You must place a service call prior to 12:00pm local time in order for a replacement product to ship the same business day. Shipments are only made during regular business hours, Monday through Friday, excluding holidays. Weekend and after-hours service are not available for this service option. Return shipping costs for the defective Product via ground service are included. Fast Track services are only valid for the Product serial number that is activated and registered as a covered Product.

Fast Track with White Glove – Next Business Day: If You purchased the Fast Track with White Glove Next Business Day option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-site technician will schedule an appointment with Your site contact. The technician de-installs the defective Product, re-installs the replacement, properly packages the return, and arranges removal of the defective Product from Your site for return shipment. Products installed over eight feet high from the floor will require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician will be responsible for recording return tracking information. If Your defective Product is part of a video wall display, You may be responsible for additional costs not covered by this Service Plan. White Glove services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center Monday through Friday before 3:00pm EST, excluding holidays are registered as same day calls, and service will be performed at the registered location of Your Product on the next business day. Support calls received Monday through Friday after 3:00pm EST are registered on the next business day, and service will be performed at the registered location of Your Product as soon as the business day following the registered call date.

Refer to the **“If You need service”** provision stated above for contact information. For Outdoor Digital Displays (Only) call 24 hours a day, 7 days a week at 1-888-389-1488.

Fast Track with White Glove – Next Day: If You purchased the Fast Track with White Glove Next Day option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-site technician will schedule an appointment with Your site contact. The technician de-installs the defective Product, re-installs the replacement, properly packages the return, and arranges removal of the defective Product from Your site for return shipment. Products installed over eight feet high from the floor will require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician will be responsible for recording return tracking information. If Your defective Product is part of a video wall display, You may be responsible for additional costs not covered by this Service Plan. White Glove services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center before 6:00pm local time, including weekends and holidays, are registered as same day calls, and service will be performed at the registered location of Your Product on the next day. Support calls received after 6:00pm local time, including weekends and holidays, are registered on the next day, and service will be performed at the registered location of Your Product as soon as the day following the registered call date. Support for Next Day service is available 7 days a week, including holidays.

Refer to the **“If You need service”** provision stated above for contact information. For Outdoor Digital Displays (Only) call 24 hours a day, 7 days a week at 1-888-389-1488.

Fast Track with White Glove – Same Day: If You purchased the Fast Track with White Glove Same Day option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-site technician will schedule an appointment with Your site contact. The technician de-installs the defective Product, re-installs the replacement, properly packages the return, and arranges removal of the defective Product from Your site for return shipment. Products installed over eight feet high from the floor will require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician will be responsible for recording return tracking information. If Your defective Product is part of a video wall display, You may be responsible for additional costs not covered by this Service Plan. White Glove services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center before 12:00pm local time, including weekends and holidays, are registered as Same Day calls, and service will be performed at the registered location of Your Product on the Same Day. Support calls received after 12:00pm local time, including weekends and holidays, are registered on the next day, and service will be performed at the registered location of Your Product as the Same Day the registered call date. Support for Same Day service is available 7 days a week, including holidays.

Refer to the **“If You need service”** provision stated above for contact information. For Outdoor Digital Displays (Only) call 24 hours a day, 7 days a week at 1-888-389-1488.

Fast Track with White Glove 3<sup>rd</sup> Business Day (75” & 85” Outdoor): If You purchased the Fast Track with White Glove 3<sup>rd</sup> Business Day option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-

site technician will schedule an appointment with Your site contact. The technician(s) will de-install the defective Product, re-install the replacement, properly package the return, and arrange removal of the defective Product from Your site for return shipment. Product installed over eight feet high from the floor will require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. This Service Plan includes the use of a special lift required to install/de-install the units. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician(s) will be responsible for recording return tracking information. If Your defective Product is part of a video wall display, You may be responsible for additional costs not covered by this Service Plan. White Glove services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center Monday through Friday before 3:00pm EST, excluding holidays are registered as same day calls, and service will be performed at the registered location of Your Product on the 3<sup>rd</sup> business day. Support calls received Monday through Friday after 3:00pm EST are registered on the next business day, and service will be performed at the registered location of Your Product as soon as the 3<sup>rd</sup> business day following the registered call date.

Refer to the "If You need service" provision stated above for contact information. For Quick Serve Restaurants Outdoor Displays (Only) call 24 hours a day, 7 days a week at 1-888-389-1488.

Onsite Labor – Same Day (LED): If You purchased the Onsite Labor Same (LED) option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-site technician will schedule an appointment with Your site contact. The technician de-installs the defective Product, re-installs the replacement, properly packages the return, and removes the defective Product from Your site for return shipment. Products installed over ten feet high from the floor will require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician will be responsible for recording return tracking information. Customer is to ensure replacement parts are onsite upon technician's arrival. Onsite labor services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center before 12:00pm local time, including weekends and holidays, are registered as Same Day calls, and service will be performed at the registered location of Your Product on the Same Day. Support calls received after 12:00pm local time, including weekends and holidays, are registered on the next day, and service will be performed at the registered location of Your Product as the Same Day the registered call date. Support for Same Day service is available 7 days a week, including holidays.

Onsite – Next Business Day (LED): If You purchased the Onsite Next Business Day (LED) option, as indicated on Your Benefits Summary Page, You will receive the following service: An on-site technician will schedule an appointment with Your site contact. The technician de-installs the defective Product, re-installs the replacement, properly packages the return, and removes the defective Product from Your site for return shipment. Products installed over ten feet high from the floor require additional equipment to perform service under this Service Plan and any charges or fees for such additional equipment are not covered by this Service Plan. Return shipping for the defective Product is arranged and freight is provided by this Service Plan. The on-site technician will be responsible for recording return tracking information. Customer is to ensure replacement parts are onsite upon technician's arrival. Onsite services are only valid for the Product serial number that is activated and registered as a covered Product.

Support calls received by the call center Monday through Friday before 3:00pm EST, excluding holidays are registered as same day calls, and service will be performed at the registered location of Your Product on the next business day. Support calls received Monday through Friday after 3:00pm EST are registered on the next business day, and service will be performed at the registered location of Your Product as soon as the business day following the registered call date.

**Consumables Coverage:** If You purchased the Consumables Coverage, as indicated on Your Benefits Summary Page, We will repair or replace certain field replaceable units as designated by the manufacturer. These field replaceable units include fuser units, rollers and pads that are beyond 80% of their stated life according to the manufacturer's specifications.

## **WHAT IS NOT COVERED:**

- A. PRODUCTS NOT COVERED BY A MANUFACTURER'S WARRANTY;**
- B. ALL SERVICE AND SUPPORT PERFORMED BY A NON-AUTHORIZED SERVICER;**
- C. INVENTORY AVAILABILITY CAUSED BY DELAYS IN REPORTING THE BREAKDOWN OR DAMAGE;**
- D. DELAYS CAUSED BY YOU NOT READY TO PROPERLY TROUBLESHOOT THE BREAKDOWN AT THE TIME OF CALL;**
- E. DELIVERY RESTRICTIONS IMPOSED BY THE DELIVERY CARRIER OR YOU;**

- F. DELAYS CAUSED BY POSTAL CODES NOT SUPPORTED BY THE CARRIER FOR OVERNIGHT OR PRIORITY SERVICE;
- G. NON-AUTHORIZED SHIPPING;
- H. DELAYS CAUSED BY LACK OF UP-FRONT INSTALLATION INFORMATION SUCH AS HEIGHT RESTRICTIONS, SECURITY LOCK ISSUES, SECURITY CLEARANCE ISSUES, CUSTOM OR UNIQUE CABINETRY/ENCLOSURES OR OTHER NON-STANDARD INSTALLATIONS AS DETERMINED BY US;
- I. INSTALLATION ABOVE 8 FEET AND/OR INSTALLATION THAT REQUIRE A SPECIAL LIFT;
- J. NON-STANDARD SECURITY MOUNTING WHERE SITE CONTACT DOES NOT HAVE TOOL TO REMOVE MOUNTING HARDWARE;
- K. OUT-OF-THE-BOX BREAKDOWN WITHIN THIRTY (30) DAYS OF PURCHASE;
- L. DELAYS CAUSED BY FACTORS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO WEATHER OR ACTS OF GOD;
- M. NO PROBLEM FOUND SERVICE EVENTS;
- N. DELAYS CAUSED BY YOUR PRODUCT ARRIVING DAMAGED;
- O. INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS DUE TO ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, OR LOSS OF USE DURING THE SERVICE PERIOD;
- P. PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR BREAKDOWNS SUBJECT TO A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- Q. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- R. INHERENT PRODUCT DEFECTS;
- S. PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE PLAN AND/OR ANY PRODUCT SOLD AS-IS INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- T. PARTS OR REPAIRS REQUIRED DUE TO WEAR AND TEAR UNLESS TIED TO A BREAKDOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE PRODUCT AS DETERMINED BY US, INCLUDING BUT NOT LIMITED TO BATTERIES (UNLESS YOUR SERVICE PLAN INCLUDES BATTERY COVERAGE FOR BATTERY FAILURE AS INDICATED ON YOUR BENEFITS SUMMARY PAGE), LIGHT BULBS ACCESSORIES OR CONSUMABLES THAT CAME WITH YOUR PRODUCT (UNLESS COVERAGE FOR CONSUMABLES IS INDICATED ON YOUR BENEFITS SUMMARY PAGE), FOR PRINTERS, ANY SERVICE CALLS OR EXCHANGES RELATED TO CONUSMABLE PARTS INCLUDING FUSER UNITS, ROLLERS, OR PADS THAT ARE BEYOND 80% OF THEIR STATED LIFE ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS;
- U. DAMAGE FROM ACCIDENT AND MISHANDLING (UNLESS ACCIDENTAL DAMAGE IS INDICATED ON YOUR BENEFITS SUMMARY PAGE), ABUSE, MISUSE, SCRATCHES, PEELING, DENTS, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS KNOWN BY YOU, ANY PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- V. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;
- W. NON-FUNCTIONAL OR COSMETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, DRAWERS, RACKS, KNOBS, CASTERS, BASKETS, HANDLES. NON-FUNCTIONAL PARTS ARE THOSE PARTS THAT ARE NOT CRITICAL TO THE PERFORMANCE OF YOUR PRODUCT'S ESSENTIAL FUNCTION, A PART THAT IF MISSING OR BROKEN, DOES NOT RESULT IN YOUR PRODUCT BEING NON-OPERATIONAL;
- X. COST OF INSTALLATION, SETUP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT UNLESS INDICATED ON YOUR BENEFITS SUMMARY PAGE;
- Y. ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY ANY TYPE OF MALWAR;
- Z. BREAKDOWNS OR DAMAGE (WHEN INDICATED ON YOUR BENEFITS SUMMARY PAGE) WHICH ARE NOT EITHER INCURRED OR REPORTED WITHIN THE TERM OF THIS SERVICE PLAN;
- AA. FOR NON-MOBILE PRODUCTS ONLY - DAMAGE INCURRED WHILE MOVING THE PRODUCT TO ANOTHER LOCATION;
- BB. IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS;
- CC. DAMAGE TO SOFTWARE, TAPE OR FILM AND CORRUPTION OF ANY RECORDING MEDIA, INCLUDING ANY PROGRAM, DATA OR SETUP INFORMATION RESIDENT ON ANY HARD DRIVES AND INTERNAL OR EXTERNAL REMOVABLE STORAGE DEVICES, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS SERVICE PLAN;

- DD. BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), PIXEL BURNOUT AND COLOR FADING OF THE PICTURE NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS;
  - EE. REPAIR OR REPLACEMENT OF UPGRADED INTERNAL COMPUTER COMPONENTS WHEN REPAIR OR REPLACEMENT IS REQUIRED DUE TO INCOMPATIBILITY OF PARTS OR INCORRECT INSTALLATION;
  - FF. LOSS OR DAMAGE TO APPLICATION PROGRAMS, OPERATING SOFTWARE OR OTHER SOFTWARE. WE ARE NOT RESPONSIBLE FOR LOSS OF DATA OR RESTORATION OF PROGRAMS. YOU ARE RESPONSIBLE FOR BACKING UP ALL COMPUTER SOFTWARE AND DATA PRIOR TO COMMENCEMENT OF REPAIRS;
  - GG. REPAIRS OR EXCHANGES WHERE BREAKDOWN RESULTS FROM NON-ORIGINAL MANUFACTURER PARTS OR SUPPLIES;
  - HH. ANY BREAKDOWN RESULTING FROM USAGE OUTSIDE THE STATED MANUFACTURER'S SPECIFICATIONS;
- II. PRODUCTS OUTSIDE OF THE UNITED STATES AND ITS TERRITORIES.

**Deductible:**

There is no deductible for this Service Plan.

**Renewal:**

There are no renewals for this Service Plan.

**Transferability:**

This Service Plan is not transferable.

**Subrogation:**

If We repair or replace any Product due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, You agree to subrogate and assign Your rights of recovery to Us. You will be reimbursed for any reasonable costs and expenses You incur in connection with the subrogation or assignment of Your rights.

**Cancellation:**

You may cancel this Service Plan within thirty (30) days after the date of purchase. To receive a full refund, You must not have made a claim during the initial thirty (30) days after the date of purchase. To cancel this Service Plan, call the reseller from whom You purchased this Service Plan. You may not cancel this Service Plan after thirty (30) days.

**Arbitration:**

**Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**The following State Specific Requirements apply if Your Service Plan was purchased in one of the following states and supersede any other provision herein to the contrary:**

**Connecticut only: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Cancellation** provision is amended as follows: You may cancel this Service Plan if You return the

Product, or the Product is sold, lost, stolen or destroyed and within thirty (30) days after the date of purchase. **Time Extension Provision:** If the covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. **Dispute Resolution:** If We are unable to resolve any disputes with You regarding this Service Plan, You may file a written complaint with the 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 item subject to the Service Plan, the cost of repair of the covered Product, and a copy of the Service Plan.

**Georgia only: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Arbitration** provision is deleted in its entirety. It is not applicable to You. The **Cancellation** provision is deleted and replaced with the following: To cancel this Service Plan, call the reseller from whom You purchased this Service Plan. You may cancel at any time and You will receive a pro rata refund of the Service Plan Price. We may cancel this Service Plan for (1) nonpayment of the Price; or (2) fraud or material misrepresentation by You. Cancellation by Us shall be in accordance with Section 33-24-44 of the Code of Georgia. No claim paid or incurred shall be deducted from any refund owed. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address with the effective date of cancellation and the reason for cancellation. If We cancel this Service Plan, You will be refunded the unearned Plan Price calculated on a pro rata basis. If cancelled by Us and We fail to refund the unearned pro-rata Plan Price by the cancellation effective date, We shall pay You a penalty equal to 25% of the unearned Service Plan Price and interest equal to 18% per annum until such time that proper return is made, which penalty and interest must be paid at the time the return is made; provided however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due. These provisions apply only to the original purchaser of this Service Plan. The penalty does not apply to nonpayment by You. Failure to provide such refund shall not invalidate the notice of cancellation.

**Minnesota only: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Arbitration** provision has been amended by adding the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation. **Free Look** provision is added: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. 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 the return of the Service Plan. This provision applies only to the original purchaser.

**Oregon only: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Arbitration** provision is deleted in its entirety. It is not applicable to You. **Emergency Repairs:** If an emergency occurs which requires a breakdown repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair.

**Utah only: Special Provision:** The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Regulation:** Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The **Cancellation** provision is amended as follows: We can cancel during the first sixty (60) days of an annual term, for any reason, by mailing a notice of cancellation at least thirty (30) days prior to the effective date of cancellation (ten (10) days for non-payment of premium). After sixty (60) days have elapsed, We may cancel by mailing a cancellation notice at least thirty (30) days prior to the effective date of cancellation (ten (10) days for non-payment of premium) for cancellations due to any of the following reasons: material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or substantial breach of contractual duties, conditions, or warranties. The **Arbitration** provision is deleted in its entirety. It is not applicable to You. **Emergency Repairs:** If an emergency occurs which requires a breakdown repair to be made at a time when the Administrator's office is closed and prior authorization for the repair

cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair.