

**We, Asurion or the retailer from whom you purchased the product covered by this Plan, may make available to you, from time to time, for consideration additional products and services.**

## TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

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

**Definitions:** (1) "we," "us," or "our" refer to the company obligated under this Plan, as referenced above; (2) "administrator" refers to (a) Asurion Services, LLC in the District of Columbia and all states except Florida; (b) and Asurion Consumer Solutions of Florida, Inc. in Florida ("Asurion" refers collectively to Asurion Services, LLC, and Asurion Consumer Solutions of Florida, Inc.) The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20166; (3) "retailer" refers to Home Depot U.S.A., Inc. ("THD" or "Home Depot"); (4) "breakdown" refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity, and d) power surges; (5) "product" refers to the consumer item covered by this Plan; (6) "you," and "your" refers to the individual who purchased the product and this Plan or the individual to whom this product and Plan were transferred per these terms and conditions; and (7) "replacement product" refers to a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

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

### **Replacement Plans (products \$299.99 and under other than Hot Water Heaters and Major Appliances):**

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

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

- **Surge protection**
- **Preventative Maintenance Parts Reimbursement**

**Add-On Program for All Lawn Mowers and Tractors:** You will receive a 30% reimbursement (up to \$500) on select preventative maintenance parts that you purchase at Home Depot U.S.A., Inc. ("THD" or "Home Depot") retail locations, online at homedepot.com, or on the Home Depot U.S.A., Inc. ("THD" or "Home Depot") mobile application, for the term of this Plan. The preventative maintenance parts eligible for this reimbursement are batteries, belts, blades, filters, oil, spark plugs, and tires. There is a \$500 total limit on the preventative maintenance rebate for the term of this Plan. You must contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this reimbursement. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or using its mobile applications.

**Term of Coverage:** The term of the Replacement Plan coverage begins immediately following the expiration of the manufacturer's labor warranty. In the absence of a manufacturer's labor warranty, your Plan begins immediately following the expiration of the retailer's in-store return policy. Plan coverage remains in effect for the term indicated on your sales receipt, unless cancelled or fulfilled pursuant to the provisions below.

### **Repair Plans (products \$300.00 and over other than Hot Water Heaters and Major Appliances):**

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

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

- **Pickup and delivery for products with an original purchase price of \$799.00 and above, before tax.**
- **Surge protection**
- **Preventative Maintenance Parts Reimbursement**

**Add-On Program for All Lawn Mowers and Tractors:** You will receive a 30% reimbursement (up to \$500) on select preventative maintenance parts that you purchase at Home Depot U.S.A., Inc. ("THD" or "Home Depot") retail locations, online at homedepot.com, or on the Home Depot U.S.A., Inc. ("THD" or "Home Depot") mobile application, for the term of this Plan. The preventative maintenance parts eligible for this reimbursement are batteries, belts, blades, filters, oil, spark plugs, and tires. There is a \$500 total limit on this preventative maintenance parts rebate for the term of this Plan. You must contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this reimbursement. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or using its mobile applications.

**Term of Coverage:** The term of the Repair Plan coverage begins immediately following the expiration of the manufacturer's labor warranty. In the absence of a manufacturer's labor warranty, this Plan begins immediately following the expiration of retailer's in-store return policy. Plan coverage remains in effect for the term indicated on your sales receipt, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

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

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

### **These Plans include the following enhanced coverage:**

- **Surge protection** – beginning on the date of Plan purchase
- **Re-installation labor in the event a water heater needs to be replaced after the manufacturer's warranty expires.**

**Term of Coverage for Hot Water Heaters:** The term and coverage of the Water Heater Plan begins immediately following the expiration of the manufacturer's labor warranty, and remains in effect for a period of five (5) years, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan

expires, the term of the Plan will be extended until the covered repair has been completed.

### **Repair Plans for Major Appliances:**

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

### **This Plan includes the following enhanced coverage from the date you purchased the Plan (unless otherwise noted) until the applicable Plan expires:**

- **Food Spoilage** – You will be eligible to receive reimbursement for food losses resulting from a reported breakdown of your refrigerator or freezer up to \$300 per incident. Documented proof of loss will be required.
- **Surge protection.**
- **Preventative Maintenance Parts Reimbursement:** You will be eligible to receive reimbursement of 50% of the actual amount paid for select preventative maintenance parts on your product (including, air filters, aluminum vents, coil brushes, dryer lint brushes, washer fresheners, hoses, water filters and water lines) purchased at Home Depot U.S.A., Inc. ("THD" or "Home Depot") retail locations, online at homedepot.com or on the Home Depot U.S.A., Inc. ("THD" or "Home Depot") mobile application. Contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this benefit. You will be required to provide Asurion with a copy of the sales receipt to obtain reimbursement.
- **Cosmetic Parts Reimbursement:** You will be eligible to receive reimbursement of 50% of the actual amount paid for select cosmetic parts related to the product (including, drip pans, freezer and refrigerator shelves and drawers, range and oven knobs, range heating elements or grates and trim kits) purchased at Home Depot U.S.A., Inc. ("THD" or "Home Depot") retail locations, online at homedepot.com on the Home Depot U.S.A., Inc. ("THD" or "Home Depot") mobile application, or from any other supplier of cosmetic parts. Contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this benefit. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement.
- **Reimbursement Cap:** You may not be reimbursed for more than \$500.00 for all preventative maintenance and cosmetic parts reimbursements during the term of the Plan.
- **No-Claim Reward - three (3) and five (5) year Plans:** Upon expiration of your Plan, You will be eligible to receive a reimbursement of 30% of the price of your Plan exclusive of taxes provided you have not made any service claims. Contact Asurion to claim this benefit within 60 days of the expiration of your Plan. This benefit is only available for Major Appliances. NOTE: Claims for reimbursement for Preventative Maintenance Parts or Cosmetic Parts do not constitute a service claim.
- **Fix It Fast Program:** In the event your product is not repaired within 7 days of the initial servicer diagnosis of the breakdown, you are eligible for a one-time payment of \$50.00 during the term of this Plan. This benefit begins upon expiration of the manufacturer's labor warranty. Contact Asurion at prevmainpgm@asurion.com to file a claim for this benefit.

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

conditions. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**The following provisions apply to All Plans:**

**How it Works:** If your product experiences a breakdown contact customer service at 800-HOMEDEPOT (800-466-3337) or go online to [homedepot.com/protect](http://homedepot.com/protect) to process your claim 24 hours a day, 7 days a week, and 365 days a year. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under the Plans. If in-home service is not provided, we will pay for the cost of shipping your product to and from the authorized service center for repair or replacement. In the event of a replacement under any Plan, we may request that you return the original product as a condition to receiving the replacement product. All claims must be reported within thirty (30) days after expiration of this Plan.

**No-Lemon Policy:** If it is determined by us that a product requires a fourth (4<sup>th</sup>) repair during the term of this Plan for the same breakdown or component, at our discretion, we will (a) replace the product with a replacement product, or (b) issue you a Home Depot U.S.A., Inc. ("THD" or "Home Depot") gift card or a check for the purchase price paid for the product, including the sales tax as indicated on the sales receipt. The No-Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. **NOTE:** The No-Lemon Policy is not applicable for Replacement Plans.

**Limit of Liability:** For any single claim, the limit of liability under the Plan is the lesser of the cost of (1) authorized repairs, (2) a replacement product, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price paid for the product (excluding any delivery charges), including sales tax. The total liability under the Plan is the purchase price paid for the product, including sales tax, as indicated on your sales receipt.

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

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

**Transferable:** This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 800-HOMEDEPOT (800-466-3337). Any documents, including the Plan receipt and service repair receipts, should be transferred to the subsequent owner, as they may be requested in support of future claims processing.

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

**WHAT IS NOT COVERED:**

- (1) **Incidental, consequential, or secondary damages, including, but not limited to: any delay in rendering service under this Plan; loss of use during the period that the product is at an authorized service center or otherwise awaiting parts; loss of business; loss of profits; and down-time and charges for time and effort;**
- (2) **Any and all pre-existing conditions that existed prior to the effective date of this Plan;**
- (3) **Damage from abuse, misuse, introduction of foreign objects into the product, unauthorized product modifications or alterations;**
- (4) **Failure to follow the manufacturer's instructions;**
- (5) **Third party actions (insect infestation, fire, collision, vandalism, theft, etc.);**
- (6) **Loss or damage due to the elements or acts of God;**
- (7) **Loss or damage due to war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;**
- (8) **Damage covered by any other warranty or service contract;**
- (9) **Preventative maintenance;**
- (10) **Damage that is not reported within thirty (30) days after expiration of this Plan;**

- (11) **Products with altered or missing serial numbers;**
- (12) **Damage caused by unauthorized repair personnel;**
- (13) **Replacement costs for lost or consumable parts (knobs, remotes, batteries, bags, belts, etc.) unless otherwise provided for;**
- (14) **Cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs;**
- (15) **Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing (use of a product for these purposes will void this plan);**
- (16) **Products that are not listed on this Plan;**
- (17) **Any fees related to third party contracts (not including contract with authorized repair personnel);**
- (18) **"No Problem Found" diagnosis or failure to follow the manufacturer's instructions;**
- (19) **Any failures, parts and/or labor cost incurred as a result of a manufacturer's recall;**
- (20) **Repair or replacement caused by defects that existed prior to the purchase of this Plan;**
- (21) **Repair or replacement outside of the USA;**
- (22) **Cleanings and alignments;**
- (23) **Theft or loss;**
- (24) **Hot water re-installation costs outside of labor, such as additional licensing, permits, or other parts required by local, county, or state regulations;**
- (25) **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;**
- (26) **Damages caused by improper preventative maintenance;**
- (27) **Seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, using contaminated or improper lubricants or using stale, contaminated, or improper fuel, or resulting from freezing or overheating; and**
- (28) **Products with safety feature(s) removed, bypassed, disabled or altered**

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

**Cancellation:** You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy of ninety (90) days, or at any time by emailing [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com) or by writing the administrator at the address below. In the event you cancel this Plan within ninety (90) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan, less any claims that have been paid or repairs that have been made. In the event you cancel this Plan after ninety (90) days of receipt of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. This Plan shall be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

Mail cancellation request along with this document and all original receipts to:  
P.O. Box 1818  
Sterling, VA 20167  
ATTN: Cancellations

**Insurance Securing this Plan:** This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under a service plan reimbursement

insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. In AL, AR, AK, AZ, CT, GA, IL, KY, MO, MT, NH, NC, NY, OH, OR, TX, UT, WI, and WY only: If You have filed a claim under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Plan and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, Attention: Service Plan Claims, 1-800-209-6206. In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

**Arbitration Agreement:** For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) Home Depot U.S.A., Inc. ("THD" or "Home Depot") and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 866-856-3882. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This A.A. shall survive termination of the Plan, and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief.

**(f) YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

#### STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions in this Plan:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. 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. The arbitration agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance.

**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 first sentence of the Cancellation section is deleted and replaced with the following: You can cancel this Plan at any time for any reason, including if the product is returned, sold, lost, stolen or destroyed, by surrendering it to the retailer from which you purchased this Plan during their store return policy of ninety (90) days, or at any time by emailing [departmentc@asurion.com](mailto:departmentc@asurion.com) or by writing the administrator at the address below. In the event of a dispute with us or the administrator that cannot be resolved, you may contact 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 product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is canceled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less." This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the arbitration agreement provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the arbitration agreement provision of this Plan shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If the Plan is cancelled, we will not deduct the cost of any services received from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and

materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which 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 this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If your claim requires emergency service because the breakdown of the product results in the loss of plumbing, heating, cooling, or substantial loss of electrical power to your refrigerator/freezer and renders your dwelling unfit for you to live in: (i) repairs will commence within twenty (24) hours after you report your claim; and (ii) if we determine repairs cannot be practicably completed within three (3) calendar days after you report your claim, we will send you a status report within three (3) calendar days after you report your claim. The following language is added to subsection (3) of the WHAT IS NOT COVERED section: "if the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan."

**New Hampshire Residents:** Contact us at 1-855-844-3377 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**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 the product.

**Oklahoma Residents:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The following subsections in the WHAT IS NOT COVERED section are amended as follows: "(5) Third party actions, insect infestation, fire, collision, vandalism or theft;" and "(13) Replacement costs for lost or consumable parts (including knobs, remotes, batteries, bags or belts) unless otherwise provided for". Oklahoma license number: 862592.

**Oregon Residents:** The arbitration agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** Contact us at 800-768-3467 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512 463-6599 or 1-800 803-9202. 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 us. Texas license number: 116.

**Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. The fourth sentence in the Cancellation section is replaced with the following: This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation.

**Washington Residents:** Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The second and third sentences of the second paragraph of the arbitration agreement provision of this contract are replaced with the following: **"TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER SIMILAR PROCEEDINGS."** The phrase "and is governed by the Federal Arbitration Act" in the first sentence of subparagraph (a) of the arbitration agreement provision of this contract is deleted in its entirety.

**Wyoming Residents:** The arbitration agreement provision of this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

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

Administered by:  
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