Protection Plan
Terms and Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this protection plan (the “Protection Plan”).

Please also review the Order Summary and/or purchase receipt provided to You at the time You purchased this Protection Plan.

1. DEFINITIONS:
“We”, “Us” and “Our” shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In California, “We”, “Us” and “Our” shall mean SquareTrade, Inc.; in Arizona, Oklahoma, and Wyoming, “We”, “Us” and “Our” shall mean Complete Product Care Corp.

“Administrator” shall mean SquareTrade, Inc. located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 with a telephone number: 833-763-0688.

“You”, “Your” shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date of purchase of this Protection Plan.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan. For General Merchandise Protection Plans, the Coverage Term shall be the term indicated on Your receipt for Your Protection Plan plus the original manufacturer’s labor warranty and if such labor warranty exists, plus the original manufacturer’s warranty. For Water Heater Protection Plans, the Coverage Term shall be the term indicated on Your receipt for Your Protection Plan plus the expiration of the retailer’s in-store return policy. For Major Appliance Protection Plans, the Coverage Term will either be three (3) or five (5) years from the Coverage Start Date, as indicated on Your receipt for Your Protection Plan.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Covered Amount: The cost of a replacement item of like kind, quality and functionality of the Covered Product up to the purchase price of the Product(s), including taxes but exclusive of any fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, as described in Section 4.

2. YOUR RESPONSIBILITIES:
(A) Purchase the correct Protection Plan for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.

(B) Retain and provide Us with a complete copy of proof of purchase. You can send us a digital copy through www.hdprotectionplan.com and We can store it for You, or You can provide such proof of purchase at the time You make a claim.

(C) Properly maintain, inspect, store, care (including cleaning) and use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

3. COVERAGE AND TERMS:
This Protection Plan will cover a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. This Protection Plan is inclusive of any manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications at Our sole option in compliance with state and federal laws.

A. MAJOR APPLIANCE PLANS:
This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

1. Defects in materials and/or workmanship; or

2. Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer’s instructions. The unstacking and restacking of washer and dryers is included if it is necessary to service Your Product (this benefit is only after expiration of the manufacturer’s labor warranty).

B. WATER HEATER PLANS:
This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by either:

1. Defects in materials and/or workmanship or

2. Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer’s instructions. This Protection Plan will cover the cost of labor to repair the water heater and the cost for reinstallation in the event Your water heater needs to be replaced. This Protection Plan does not provide coverage for tankless or Hotpoint water heaters.

C. FURNITURE AND RUG PLANS:
This Protection Plan covers furniture and rugs that are used for personal, family or household purposes or in a small office or home office setting, and which are constructed of or with upholstered fabric, microfiber, coated fabrics, A&P leather, bonded leather, bycast leather, vinyl, wood, glass, laminates, metal, and stone. This Protection Plan does not cover furniture or rugs that are constructed of or with upholstered silk.

1. FURNITURE: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:

   (A) STANDARD: where the problem occurs as a result of normal use of the Product, as follows: seat separation; broken hardware and pulls; separation of joints and welds; structural defects to frames, cases, seat or back construction; broken hinges, casters, slides, drawer pull guides or swivets; and damaged mechanical elements. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.

   (B) ACCIDENTAL OR PREMIUM: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns, punctures, gouges, chips, dents, breakage and chips to glass on tables, desks, wall units and cabinets; breakage, chipping and/or loss of silvering to mirrors. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.

2. RUG: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:

   (A) STANDARD: unintentional stains attributed to a single occurrence (excluding accumulation).

   (B) ACCIDENTAL OR PREMIUM: unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures. Plus coverage is not available for outdoor furniture.

   (C) ADJUSTABLE BED: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any defective: frames; welds; mechanisms, including inclining, reclining, heating, and vibrating; electrical components, including motors, wiring, and remote control devices.

D. MATTRESS PROTECTOR PLANS:
This Protection Plan covers mattress protectors and mattresses (excluding box springs) purchased and used concurrently with a covered mattress protector and that are used for personal, family or household purposes. If You purchase this Mattress Protector Protection Plan, You will receive a mattress protector at or around the same time as You receive Your mattress. This Protection Plan provides coverage for Your Product (or the affected part of Your Product) where the problem is a result of a failure caused by:

1. Defects in materials and/or workmanship of the mattress protector (excluding defects covered by the manufacturer’s warranty); and

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5. WHAT TO DO IF A PRODUCT REQUIRE SERVICE:

A. ALL PROTECTION PLANS:

File a claim online at www.hdpprotectionplan.com or call us toll-free at 833-763-0688 and explain the problem. We will attempt to troubleshoot the problem. You are experiencing. Depending on your Product, we may, at our discretion, require You to submit pictures (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit another necessary documentation to process your claim. If we cannot resolve the problem, we will service Your Product as described below. In the event your Product is being serviced when the terms expire, we will continue to service your claim until the service has been completed.

If applicable, we recommend that you back up all data on your Product prior to obtaining service, as repairs to your Product may result in the deletion of data.

Depending on the Product and failure circumstances, at our discretion, we will either:
- Repair Your Product (on-site, mail-in or local repair service may be available, in our discretion) utilizing licensed and/or authorized repair personnel if applicable. Within three (3) business days of determining your Major Appliance Product requires on-site service, we will offer you an appointment with our authorized service center technician to repair or replace your appliance at your location during normal business hours (this service guarantee is not available if your Major Appliance Product is in Puerto Rico). If we fail to offer an appointment with our authorized service center technician within that timeframe, we will continue to service your Product and you will be eligible to receive a $50 Home Depot e-gift card or check (you may go to www.hdpprotectionplan.com or call us at 833-763-0688 to request your gift card or check). If your Product is a Major Appliance and the repair is reliant on a part that is back-ordered for more than five business days, you may wait for the part or request a replacement for or reimbursement of your Product. If your Product requires off-site repair but is too large to ship, we will pay for pickup and delivery of your Product;
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than your original Product); or
- Provide a Home Depot e-gift Card or check reflecting the purchase price of your Product including taxes but exclusive of any other fees.

B. ADDITIONALLY FOR FURNITURE, RUG, AND MattRESS PLANS:

Claims must be filed within ninety (90) days from the date of occurrence of the stain or damage. If we elect to repair your Product, we will, at our option,
1. Provide cleaning or repair advice;
2. Mail you a stain removal kit, including products to aid in stain removal;
3. Mail you a parts kit to replace missing or broken parts, and/or
4. Arranges for on-site service.

Please note that we cannot guarantee that any such repair or replacement will result in exact matches (such as color matches) with the original Product due to differences in dye lots, natural grains, external conditions, or other similar reasons.

In the case of a mattress protector Protection Plan, we may also, at our option, provide you with a replacement mattress protector.

6. LIMIT OF LIABILITY:

We will have satisfied all of our obligations under this Protection Plan in the event that we provide a replacement item of like kind, quality and functionality of the Covered Product or if we provide a Home Depot gift card or check reflecting the Coverage Amount.

7. WHAT IS NOT COVERED:

A. ALL PROTECTION PLANS:

1. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
2. Natural flaws or inherent design;
3. Intentional damage;
4. Lost, stolen, or irretrievable items;
5. Any product that is fraudulently described or materially misrepresented;
6. Secondary or collateral damage;
7. Costs associated with required licensing, permits, or other parts required for the installation or reinstallation of a product;
8. Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer’s specifications and owner’s manual;
9. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by an original cause which cannot be foreseen or prevented, such as storms, seas, storms, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
10. Damage caused by “accumulation,” including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
11. Damage caused by: Improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or us; or any failure to comply

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with the manufacturer's warranty;

(12) Damage caused by improper cleaning methods, products or materials;

(13) Defects due to the installation, assembly or hook-up of Your Product;

(14) Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;

(15) Claims made under any improperly or incorrectly purchased Protection Plan;

(16) Except as otherwise provided, “cosmetic damage,” defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peeling, dents, kinks, changes in color, texture, or finish or similar conditions;

(17) Television or personal computer monitor screen imperfections, including “burn-in” or burned CRT phosphor;

(18) Accidental damage or liquid damage unless ADH coverage was offered and purchased as part of Your Protection Plan;

(19) Projector or rear projection TV bulbs;

(20) Consumer replaceable or consumable items, including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;

(21) Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;

(22) Product(s) with removed or altered serial numbers;

(23) Manufacturer defects or equipment failure which is covered by manufacturer’s warranty, manufacturer’s recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);

(24) Damage to computer hardware, software and data or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;

(25) “No Problem Found” diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);

(26) Any Product, that is sold “as-is”;

(27) A Product that is no longer in Your possession and for which the Plan was not transferred to the new owner according to the procedure in Section 11; Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance;

(28) We shall not be liable for any incidental or consequential damages, including but not limited to, property damage, lost time, or lost data resulting from the failure of any product or equipment or from delays in service or the inability to render service.

8. ADDITIONALLY FOR FURNITURE, RUGS AND MATTRESS PROTECTION PLANS:

(1) Products made of “X” coded fabric, dry cleaning only fabric, non-colorfast fabric, or silk fabric;

(2) Natural flaws, inherent design defects or manufacturer’s defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers, wood stains; delamination of microfiber; manufacturer’s defects of leather or upholstery;

(3) Stains caused by from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;

(4) Damage caused by the application of topical treatments to the Product;

(5) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;

(6) Odors, pet or animal damage from teeth,, plants, or claws;

(7) Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;

(8) Scratches of any type;

(9) Loss of resiliency;

(10) Separation of seams along mattress seam lines.

9. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same failure and a third (3rd) repair is needed for the same failure, during the Coverage Term, the Product will be replaced with a comparable product or a Home Depot gift card or check for the Coverage Amount will be provided. The cost of the replacement will not exceed Your Product's Coverage Amount, except that in the case of multi-item Protection Plans, replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable if the replacement results in additional parts or labor is not available to any replacement products.

10. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

11. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan contact Us toll-free at 833-763-0888 or log in to www.hdpprotctionplan.com 24 hours a day, 7 days a week.

12. CANCELLATION / RENEWAL:

(A) You may cancel this Protection Plan for any reason at any time. To cancel it, log in to www.hdpprotctionplan.com or contact Us toll-free at 833-763-0888 24 hours a day, 7 days a week. If you cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan You will receive a 100% refund of the Protection Plan Price. If You cancel after the first ninety (90) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan.

(B) We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You or for any reason on forty-five (45) days' written notice to You. If We cancel Your Protection Plan, You will receive a full pro rata refund of the unearned portion of the Protection Plan Price. If this Protection Plan was inadvertently sold to you on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reasons for cancellation will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.

(C) We may offer You the opportunity to renew this Protection Plan in our discretion.

13. ARBITRATION:

Please read this arbitration provision carefully. It affects Your rights. For purposes of this Section 13, “We” and “Us” includes Home Depot U.S.A., Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of Your concerns about this Program can be addressed simply by contacting Us at 833-763-0888. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. You and We agree that any arbitration will take place on an individual basis only, You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Protection Plan evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Protection Plan.

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) arose before this Protection Plan was entered into by You and Us or that arises after Protection Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this section does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 660 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7878. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay if You send a written request by certified mail to: SquareTrade, Inc., 660 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7878.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars ($10,000) or less, You may choose to conduct the arbitration hearing either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars ($10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay
A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If you cancel after 30 days, or if you cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim.

**Connecticut: Resolution of Disputes:** If you purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan, You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the protection plan, and Your loss. You can attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination. D.C.: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If you cancel after 30 days, or if you cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. If we cancel for any reason other than nonpayment of the Protection Plan Price, We will refund 100% of the unearned pro rata provider fee, less any claims paid. Florida: The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 14, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company. 1776 American Heritage Life Drive; Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. If we cancel this Protection Plan, We will provide a refund of 90% of the unearned pro rata premium less claims paid. Georgia: We may not cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable to pay You an additional 25% of Your return of refund and interest of 18% per annum from the date of refund is paid, in accordance with the laws of Georgia, which shall exceed 50% of refund. Arbitration is non-binding. Section 7(A.1) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan. Hawaii: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. The original purchaser may exercise the cancellation terms found in Section 12(A). Maine: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Minnesota: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Missouri: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Nevada: The defined term Protection Plan Price shall be amended to read as follows: The price You paid for this Protection Plan, as described in your receipt, which shall be a part of this Protection Plan. This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to the effective date of cancellation. We will not cancel this Protection Plan if it has been in effect for more than 30 days for nonpayment. Your conviction of a crime which results in an increase in the service required under the service contract, fraud, material misrepresentation, or discovery of an act or omission by You or Your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PROBLEM OCCURS" in the Worldwide Service Coverage. If you are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-672-2324. A ten percent (10%) penalty per 30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.

**New Hampshire:** In the event You do not receive satisfaction under this Protection Plan, You may contact the New Hampshire insurance department at New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301 at 1-800-452-3416.
New Jersey: If you are a resident of New Jersey, the following shall replace Section 14 “Guarantee” of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1778 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4671. If we fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, you are entitled to make a claim directly against First Colonial Insurance Company. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

New Mexico: This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-3013. If you have any concerns regarding the handling of your Claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. Only the original purchaser may exercise the cancellation terms found in Section 12(A). Ten percent (10%) penalty per thirty day period, or portion thereof, shall be added to the refund that is not paid or credited within sixty (60) days after return of this Protection Plan to the provider. We will not cancel this Protection Plan if it has been in effect for 70 days except for nonpayment, your conviction of a crime which results in an increase in the service required under this Protection Plan, fraud, material misrepresentation, or discovery of an act or omission by you or your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan.

New York: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

Oklahoma: This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. This is not an insurance contract. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If you cancel after the first thirty (30) days from purchase of this Protection Plan, you will receive a one hundred percent (100%) unaearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 600 Harison Street, Suite 400, San Francisco, CA 94107, License Number 44200678.

Oregon: Arbitration: If you are a resident of Oregon, to the extent that any term in Section 13 “Arbitration” conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 “Arbitration”. Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and 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. Any award rendered shall be a nonbinding award against you.

Puerto Rico: Cancellation: In the event of cancellation after the first ninety (90) days of purchase of the Protection Plan but before the expiration of the manufacturer’s warranty, you will be refunded the full amount you paid for the Protection Plan, less a pro-rata adjustment for the earned amount, as long as it does not exceed the product of $65.00 multiplied by every year that the Protection Plan has been in effect before the expiration of the manufacturer’s warranty. If in excess, your refund will only be reduced by the result of such product.

If this Protection Plan was inadvertently sold to you on a product which was not intended to be covered by this Protection Plan, and you have not made a claim to the Provider, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to you and written notice including effective date and reason for cancellation will be mailed to you at least thirty (30) days prior to termination. Your refund will be sent to you within thirty (30) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

South Carolina: In the event of a dispute with the provider of this Protection Plan, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Protection Plan is not an insurance contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Texas: The administrator for this Protection Plan is SquareTrade, Inc. registration number 155. Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications of the Covered Product at our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Cancellation: If you are a resident of Utah, the following shall replace the second paragraph of Section 12 “Cancellation” of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. If we cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to you on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to you. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to you at least thirty (30) days prior to termination. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing at least ten (10) days prior to cancellation. Arbitration: If you are a resident of Utah, to the extent that any term in Section 13 “Arbitration” conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 “Arbitration”. 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 judgment in any court of proper jurisdiction.

Virginia: If any promise made in these Terms and Conditions has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdas. virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

Wisconsin: The term “Protection Plan” in these terms and conditions shall be understood to mean “Service Contract”. This contract is subject to limited regulation by the office of the Commissioner of Insurance. No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional AD coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the coverage start date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-3013. If we fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. Arbitration: The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. Cancellation: We shall mail a written notice to you at the last known address contained in our records at least five (5) days prior to cancellation by us. This notice will include the effective date of and reason for the cancellation. 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 Service Contract, you shall be entitled to cancel the Service Contract and receive a pro rata refund on any unaearned provider fee, less any claims paid. If a claim has been made under this Service Contract, you may cancel the Service Contract and we shall refund to you one hundred percent (100%) of the unaearned provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the Covered Product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. Arbitration: If you are a resident of Wyoming, to the extent that any term in Section 13 “Arbitration” conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 “Arbitration”. At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.