

LOWE’S EXTENDED PROTECTION PLAN “EPP” Terms and Conditions

For toll-free service or repair assistance, call the Plan Administrator at 1-888-77-LOWES (56937), 24 hours a day/7 days a week.

To obtain a large-type copy of these terms and conditions, please contact the Plan Administrator.

This Plan is not an insurance contract.

These terms and conditions, together with Your receipt shall collectively constitute the entire contract relating to Your coverage. Your receipt describes the covered Product(s) and the term of this Plan. The terms and conditions are required for service. Limitations and exclusions may apply; refer herein for details.

DEFINITIONS:

Plan Holder/You/Your means the owner of the Product(s) covered under this Plan as registered with the Plan Administrator. **Plan Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Plan. The Plan Provider is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578] in all states except: in California where the Plan Provider is Sureway, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578]; in Florida where the Plan Provider is **United Service Protection, Inc.**, [11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578]; and in Oklahoma where the Plan Provider is Assurant Service Protection, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578].

Plan Administrator means the entity responsible for the administration of this Plan. The Plan Administrator is Central Charlotte LLC, [P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937] in all states except in Wisconsin where the Plan Administrator is Lowe's Home Centers, Inc., [P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937].

Plan Seller means the retailer where You purchased Your Plan as indicated on Your sales receipt.

Product(s) means the specific item(s) that You purchased the Plan for, but does not include other items (such as other items listed on the receipt which You declined to purchase a Plan for). **Plan** means this Plan, which You purchased to cover the Product(s) described on Your receipt.

PLAN DE PROTECCIÓN EXTENDIDA DE LOWE'S (EPP) Términos y condiciones

Llame gratis al Administrador del Plan al [1-888-77LOWES (56937)] para solicitar asistencia de servicio o reparación, 24 horas al día 7 días a la semana.

Para obtener una copia en letra grande de estos términos y condiciones, comuníquese con el Administrador del Plan.

Este Plan no constituye un contrato de seguro.

Estos términos y condiciones, en conjunto con Su recibo constituirán el contrato completo en relación con Su cobertura. Su recibo describe el o los Productos cubiertos y los términos de este Plan. Los términos y condiciones son necesarios para brindar servicio. Es posible que se apliquen limitaciones y exclusiones; consulte el presente documento para obtener detalles.

DEFINICIONES:

Titular del Plan/Usted/Su se refiere al propietario del o de los Productos en virtud de este Plan según lo ha registrado el Administrador del Plan. **Proveedor del Plan/Nosotros/Nos/Nuestro** se refiere a la entidad contractualmente obligada ante Usted en virtud de los términos de este Plan. El Proveedor del Plan es Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578] en todos los estados, excepto: en California, donde el Proveedor del Plan es Sureway, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578]; en Florida, donde el Proveedor del Plan es **United Service Protection, Inc.**, [11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578]; y en Oklahoma donde el Proveedor del Plan es Assurant Service Protection, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578].

Administrador del Plan se refiere a la entidad responsable de la administración de este Plan. El Administrador del Plan es Central Charlotte LLC, [P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937] en todos los estados, excepto en Wisconsin, donde el Administrador del Plan es Lowe's Home Centers, Inc., [P.O. Box 1111, North Wilkesboro, NC 28656, 1-888-775-6937]. **Vendedor del Plan** se refiere al minorista donde Usted compró su Plan como se indica en Su recibo de venta. **Producto(s)** se refiere al o a los artículos específicos por los que Usted compró el Plan, pero no incluye otros artículos (como

Price means the consideration paid for by You for this Plan as listed on Your receipt.

COVERAGE PERIOD: THE (A) FOOD SPOILAGE, (B) POWER SURGE, AND (C) RENTAL BENEFITS DESCRIBED HEREIN BEGIN IMMEDIATELY UPON YOUR PURCHASE OF THIS PLAN. OTHER THAN (A), (B) AND (C) ABOVE, THIS PLAN PROVIDES NO BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. UPON EXPIRATION OF THE MANUFACTURER'S WARRANTY, THE TERM OF THIS PLAN COMMENCES AND FOR SAID TERM YOU ARE ENTITLED TO ALL BENEFITS COVERAGE DESCRIBED HEREIN, INCLUDING (A), (B) AND (C) ABOVE. THE TERM OF THIS PLAN IS PRINTED ON THE SALES RECEIPT YOU RECEIVED WHEN YOU PURCHASED THIS PLAN.
COVERAGE: Your Product(s) will be restored to normal operating condition if it/they has/have failed due to defects in materials and workmanship, normal wear and tear, dust, heat and humidity. This Plan covers re-installation as well as all labor and parts costs necessary to repair Your Product(s) for problems due to functional part failures. Genuine manufacturer's parts will be used whenever possible; however, the use of non-original manufacturer's and re-manufactured parts is allowed under this Plan.

Non-Repairable Products – If We, in Our sole discretion, determine that Your Product is not repairable, We will provide a new, rebuilt, or refurbished product of equal or similar features and functionality, or if a similar product is not available, We will issue a check or merchandise card, up to the original purchase price of the Product, including sales tax. Upon providing You with a replacement product, check or merchandise card for the non-repairable Product, the non-repairable Product will become Our property, should We unilaterally elect to exercise Our rights to the Product. This Plan is deemed fully performed by replacement of the Product or by the issuance of a check or merchandise card up to the original purchase price of the Product, unless otherwise required by state law. The coverage provided under this Plan shall not be transferable to any replaced product, unless otherwise required by state law. However, coverage will continue for any other covered Product(s) purchased concurrently with the original Product and such other covered Product(s) will be covered by this Plan for the remainder of the term period.

MAJOR APPLIANCES COVERAGE PLANS:

Major Appliances Four-Year Term EPP: Coverage includes parts and labor service on major appliances with a retail cost of two hundred dollars (\$200) and over. Coverage commences after the expiration of the manufacturer's parts and labor warranty. If on-site service is provided for the full term of the manufacturer's warranty, then it will be provided under this Plan. If on-site service is not provided for the full term of the manufacturer's warranty, then it will not be provided under this Plan and You will be responsible for the costs to transport Your Product to a repair facility as determined and authorized by the Plan Administrator. You must call the Plan Administrator at [1-888-77LOWES (56937)] to receive authorization for repairs prior to transport-

ing Your Product. You may purchase coverage on one (1) Product, or multiple Products (i.e., containing two (2), or three (3) Products) that are bundled. If You purchase coverage on multiple Products that are bundled in a multiple item Plan, each Product will be serviced and treated as if a separate Plan was purchased for each individual Product; however, cancellation of a multiple item Plan will be governed by the CANCELLATION section below.

Major Appliances Component Coverage – Products eligible for coverage include Washers, Dryers, Dishwashers, Ranges and Cooktops, Wall Ovens, Over-The-Range Microwave Ovens, Refrigerators, and Freezers.

Rental Benefit – If You purchased a refrigerator or freezer and Your covered refrigerator or freezer is not repaired within seventy-two (72) hours of Your initial claim, this Plan will provide a limited rental reimbursement of an approved refrigerator or freezer. Rental benefit begins on the date of Plan purchase. Approval from the Plan Administrator must be obtained prior to rental. You will be reimbursed up to twenty-five percent (25%) of the original purchase price of the covered refrigerator or freezer. The reimbursement for rental coverage ends on the earlier of: (1) when Your original covered refrigerator or freezer is repaired, or (2) a replacement refrigerator or freezer is delivered to Your residence, or (3) the reimbursement reaches twenty-five percent (25%) of the original purchase price of the covered refrigerator or freezer.

Food Spoilage Benefit – If You purchased a refrigerator or freezer and Your covered refrigerator or freezer incurs a covered failure, You will be reimbursed for food spoilage up to two hundred and fifty dollars (\$250). The food spoilage benefit begins on the date of Plan purchase and is on each covered refrigerator and/or freezer on a per incident basis. Documented proof of loss will be required.

Power Surge Benefit – Damage to Your covered Product(s) resulting from power surge is covered from the date of Plan purchase.

Major Appliances Two-Year Term EPP: Coverage includes parts and labor service on major appliances with a retail cost of two hundred dollars (\$200) and over. Coverage commences after the expiration of the manufacturer's parts and labor warranty. If on-site service is provided for the full term of Your manufacturer's warranty, then it will be provided under this Plan.

Major Appliances Component Coverage – Products eligible for coverage include Washers, Dryers, Dishwashers, Ranges and Cooktops, Wall Ovens, Over-The-Range Microwave Ovens, Refrigerators, and Freezers.

Food Spoilage Benefit – If You purchased a refrigerator or freezer and Your covered refrigerator or freezer incurs a covered failure, You will be reimbursed for food spoilage up to one hundred and fifty dollars (\$150). The food spoilage benefit begins on the date of Plan purchase and is per covered refrigerator or freezer on a per incident basis. Documented proof of loss will be required.

Power Surge Benefit – Damage to Your covered Product(s) resulting from power surge is covered from the date of Plan purchase.

IF YOU NEED SERVICE: Call the Plan Administrator to arrange for service. The Plan Administrator is available 24 hours a day, 7 days a week. The Plan Administrator must authorize all repairs in advance. Unauthorized repairs may invalidate this Plan. We will try to complete service as quickly as possible, however, We are not responsible for delays caused by factors beyond Our control, including, but not limited to: manufacturer's parts delay, shipping to regional service facilities, or acts of God. You have the duty to protect Your Product(s) against any further damage. If there is an emergency, please describe the nature of the emergency to Our customer service representative. During severe weather conditions and peak service, We will give priority to emergency calls. Emergency services will be available at no extra charge. Foreign language and TDD service for the hearing impaired are available. For TDD service, please call 711.

MOVING YOUR PRODUCT(S) TO A NEW LOCATION:

If You will be moving Your Product(s) to a new location within the USA, You can change Your service address by notifying the Plan Administrator.

TRANSFERABILITY: This Plan may be transferred to a subsequent owner at no additional charge. Proof of purchase receipt as well as any service repair receipts must be transferred to the new owner. To transfer, call the Plan Administrator.

RENEWAL: We are not obligated to offer you another plan or extend coverage on this Plan.

DEDUCTIBLE: This Plan has no deductible.

CANCELLATION: You may cancel Your Plan within the first thirty (30) days of purchase by calling the Plan Administrator. You will receive a full refund in the amount of one hundred percent (100%) of the Price, less the actual cost of any service received under the Plan, except as otherwise required by law. You may cancel Your Plan after thirty (30) days from the date of purchase by calling the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service received, except as otherwise required by law. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan less the actual cost of any service received, except as otherwise required by law. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered on the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan. If We cancel this Plan, You will receive a pro rata refund of the Price less the actual cost of any service received under the Plan, except as otherwise required by law. 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. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud

by You, material misrepresentation by You, or a substantial breach of duties by You, except as otherwise required by law.

LEMON POLICY: After three (3) of the same major failure service repairs have been completed on three (3) separate occasions within a twelve (12) month period on an individual Product, should that Product require a fourth (4th) repair, as determined by Us, We will replace it with a new, rebuilt or refurbished product of equal or similar features and functionality, not to exceed the original purchase price of the original Product. The original Product and purchase receipt must be returned to Us along with the service receipts from the three (3) separate service repairs. One (1) service request number requiring functional parts repair or replacement will equal one (1) repair. Please keep Your service receipts; copies cannot be provided by Us.

LIMITATION OF LIABILITY: For any single claim, the limit of liability under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of Product replacement with a product of similar features, (3) the cost of reimbursement for authorized repairs, or (4) the price that You paid for the original Product. In the event that the total of any and all authorized repairs and other coverage (i.e. food spoilage, surge protection reimbursement, rental reimbursement, etc.) exceeds the purchase price paid for the Product, or We replace the Product with one of equal or similar features and functionality, the obligations of Plan Provider, the Plan Seller, and the Plan Administrator under this Plan shall be deemed fully performed. THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE COVERED PRODUCT UNDER ANY CIRCUMSTANCES. IN NO EVENT WILL THE PLAN ADMINISTRATOR, PLAN PROVIDER, PLAN SELLER, OR THE INSURER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: LOSS OF USE; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF DATA; DOWN-TIME; AND CHARGES FOR TIME AND EFFORT RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.

ARBITRATION:

Read The Following Arbitration Provision (“Provision”) Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action.

As used in this Provision, “You” and “Your” mean the person or persons who bought the Plan, bought the covered Products, or who is the registered owner with the Plan Administrator, and all of his/her/their heirs, survivors, assigns, and representatives. “We” and “Us” shall mean the Plan Provider, Plan Administrator, and Plan Seller identified above and shall be deemed to include all of their agents.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in Plan, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims)

arising out of, relating to, or in connection with (1) this Plan or any prior Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Plan (“Claim”), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Plan was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class.** This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

You 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.

You and We understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

CONSUMER'S PROMISES AND ASSURANCES: In order to keep this Plan in force during its term, You must maintain the Product(s) in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure: (1) full cooperation with the Plan Administrator, technicians and authorized servicers during diagnosis and repair of the Product(s); (2) accessibility to the Product(s); (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at the time of scheduled service; and (5) that You will provide written notice of any defect or deficiency in service within ninety (90) days of discovery.

EXCLUSIONS: This Plan does not cover any of the following:

(1) REPAIRS CAUSED BY ACCIDENT OR INTENTIONAL DAMAGE, SPILLED LIQUIDS, INSECT INFESTATION, MIS-USE, ABUSE, PRODUCT(S) WITH ALTERED OR MISSING SERIAL NUMBERS;
(2) UNAUTHORIZED REPAIRS AND DAMAGE CAUSED BY

ACCIDENTALES (INCLUIDOS, ENTRE OTROS: PÉRDIDA DE USO; PÉRDIDA DE NEGOCIOS; PÉRDIDA DE GANANCIAS; PÉRDIDA DE DATOS; TIEMPO DE INACTIVIDAD Y CARGOS POR TIEMPO Y ESFUERZOS RELACIONADOS DIRECTA O INDIRECTAMENTE CON ESTE PLAN.

ARBITRAJE:
Lea atentamente la siguiente disposición de arbitraje ("Disposición"). Limita algunos de sus derechos, incluido su derecho al desagravio o daños y perjuicios a través de una demanda judicial.

Conforme se utiliza en esta Disposición “Usted” y “Su” se refiere a la o a las personas que compraron el Plan, compraron los Productos cubiertos o son los dueños registrados ante el Administrador del Plan, y sus herederos, sobrevivientes, cesionarios y representantes. “Nosotros” y “Nos” se refiere al Proveedor del Plan, Administrador del Plan y Vendedor del Plan identificados anteriormente y se considerará que incluye a todos sus agentes.

Toda reclamación, disputa, controversia, de cualquier naturaleza (ya sea en el Plan, por contrato o de otro modo, incluidas reclamaciones legales, de derecho consuetudinario, por fraude (ya sea por tergiversación u omisión) u otras reclamaciones por actos ilícitos dolosos, de propiedad o equitativas) que surjan de o se relacionen con (1) este Plan o cualquier Plan anterior, y la compra del mismo y (2) la validez, el alcance, la interpretación o la aplicabilidad de esta Disposición o de todo el Plan (“Reclamación”) se resolverá mediante arbitraje vinculante ante un árbitro. Todos los árbitros serán gestionados por la Asociación Estadounidense de Arbitraje (“AAA”) según los Procedimientos expeditivos de las Reglas de arbitraje comercial de la AAA vigentes en la fecha de presentación de la Reclamación. Los términos de esta Disposición prevalecerán sobre cualquier incongruencia entre las Reglas de la AAA y esta disposición. Puede obtener una copia de las Reglas de la AAA llamando al número (800) 778-7879. Prevía solicitud por escrito, le anticiparemos la totalidad o una parte de los costos de la AAA y del árbitro. El árbitro decidirá si Usted o Nosotros seremos responsables por estos costos. El árbitro aplicará el derecho sustantivo pertinente y la ley de prescripción procedente, y proporcionará determinaciones de hechos y conclusiones de derecho escritas y argumentadas. El arbitraje se llevará a cabo en un lugar seleccionado por Nosotros dentro del estado en el que se compró este Plan. Esta Disposición forma parte de una transacción que implica comercio interestatal y se regirá por la Ley de Arbitraje Federal, Código de los Estados Unidos (U.S.C.), 9, Sección 1, y subsiguientes. Si alguna parte de esta Disposición se considerará nula o inaplicable, no anulará las porciones restantes de la Disposición, pero en ningún caso esta Disposición se modificará o se interpretará que permite un arbitraje en nombre de un grupo o una clase. Esta Disposición redundará en beneficio de, y será vinculante para, Usted y Nosotros y esta Disposición continuará en plena vigencia y efecto en forma posterior, y no obstante, el vencimiento del término de este Plan. Usted acepta que cualquier procedimiento de arbitraje sólo considerará Sus Reclamaciones. Las reclamaciones efectuadas por otras personas, o en nombre de ellas, no se someterán a arbitraje en ningún procedimiento que se considere como Sus Reclamaciones.

UNAUTHORIZED REPAIR PERSONNEL:
(3) REPLACEMENT COST FOR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS KNOBS, REMOTES, BATTERIES, BAGS, BELTS, BULBS, ETC.);
(4) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS;
(5) ACTS OF GOD;
(6) PRODUCT(S) NOT ASSOCIATED WITH THE PURCHASE OF THIS PLAN;
(7) ANY FEES RELATED TO THIRD PARTY CONTRACTS;
(8) REPAIR OR REPLACEMENT DUE TO YOUR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
(9) ANY FAILURES, PARTS, AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
(10) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN AND KNOWN BY YOU;
(11) SERVICE OR REPLACEMENT OUTSIDE THE CONTINENTAL USA;
(12) CLEANINGS AND ALIGNMENTS UNLESS OTHERWISE NOTED;
(13) THEFT OR LOSS;
(14) HOT WATER RE-INSTALLATION COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATION;
(15) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT(S);
(16) COST OF PREVENTATIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
(17) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, RESULTING FROM USING CONTAMINATED OR IMPROPER LUBRICANTS, RESULTING FROM STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND
(18) PRODUCT(S) WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED.

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

AL, CT, GA, IL, IN, KY, MA, ME, NC, NH, NV, NY, OR, SC, UT, VA, WI, WY Residents only: Obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

HI, MT, OK, VT Residents only: Obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244].

Usted y Nosotros entendemos y aceptamos que debido a esta DISPOSICIÓN, ni Usted ni Nosotros tendremos derecho de acudir a un tribunal, salvo lo estipulado anteriormente, no tendremos un juicio con jurado ni participaremos como miembros de una demanda colectiva respecto de una reclamación.

PROMESAS Y GARANTÍA DE LOS CONSUMIDORES:
Para que este Plan continúe en vigor durante su vigencia, Usted debe mantener el o los Productos de conformidad con los requisitos de servicio establecidos por las especificaciones del fabricante, incluidos limpieza y mantenimiento. Usted debe proporcionar los requisitos eléctricos correctos especificados por el fabricante. Además, Usted promete y garantiza: (1) plena cooperación con el Administrador del Plan, los técnicos y los proveedores de servicio autorizados durante el diagnóstico y la reparación del o de los Productos; (2) accesibilidad al o a los Productos; (3) un entorno seguro y libre de amenazas para el servicio a domicilio; (4) la presencia de un adulto cuando se realice el servicio programado y (5) que Usted notificará por escrito cualquier defecto o deficiencia en el servicio en un plazo de noventa (90) días de su detección.

EXCLUSIONES: Este Plan no cubre lo siguiente:

(1) REPARACIONES CAUSADAS POR ACCIDENTE O DAÑO INTENCIONAL. DERRAME DE LÍQUIDOS, INFESTACIÓN POR INSECTOS, USO INDEBIDO, ABUSO, PRODUCTO(S) CON NÚMEROS DE SERIE ALTERADOS O FALTANTES;
(2) REPARACIONES NO AUTORIZADAS Y DAÑO CAUSADO POR PERSONAL DE REPARACIÓN NO AUTORIZADO;
(3) COSTO DE REEMPLAZO POR PÉRDIDA O PIEZAS DE REPUESTO DE CONSUMO (COMO PERILLAS, CONTROLES REMOTOS, BATERÍAS, BOLSOS, CORREAS, BOMBILLAS, ETC.);
(4) DAÑO ESTÉTICO Y PROBLEMAS DEBIDO A INSTALACIÓN O REPARACIÓN INCORRECTA Y/O NO AUTORIZADA POR LA FÁBRICA;
(5) DESASTRES NATURALES;
(6) PRODUCTO(S) NO ASOCIADOS CON LA COMPRA DE ESTE PLAN;
(7) CARGOS O COSTOS RELACIONADOS CON CONTRATOS CON TERCEROS;
(8) REPARACIÓN O REEMPLAZO DEBIDO A QUE USTED NO SIGUE LAS INSTRUCCIONES DEL FABRICANTE;
(9) COSTOS POR FALLAS, PIEZAS Y/O MANO DE OBRA EN LOS QUE HAYA INCURRIDO COMO CONSECUENCIA DE UN RETIRO DEL PRODUCTO DEL MERCADO POR PARTE DEL FABRICANTE;
(10) REPARACIÓN O REEMPLAZO CAUSADO POR DEFECTOS QUE EXISTÍAN ANTES DE LA COMPRA DE ESTE Plan Y QUE HAYAN SIDO DE SU CONOCIMIENTO;
(11) SERVICIO O REEMPLAZO FUERA DE ESTADOS UNIDOS CONTINENTAL;
(12) LIMPIEZAS Y ALINEAMIENTOS, A MENOS QUE SE INDIQUE OTRA COSA;
(13) ROBO O PÉRDIDA;
(14) COSTOS DE REINSTALACIÓN DE AGUA CALIENTE QUE NO CORRESPONDAN A MANO DE OBRA, COMO LICENCIAS ADICIONALES, PERMISOS U OTRAS PIEZAS EXIGIDOS POR LOS REGLAMIENTOS LOCALES, DEL CONDADO O ESTATALES;

AL, AR, HI, MD, MA, ME, MN, MO, NV, SC, WY Residents only: You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, the Plan is void and the Plan Administrator shall refund You the full 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 return of the Plan. The right to reject and return this Plan applies to the original purchaser of this Plan.

GA, LA, UT, WI, WY Residents only: The Arbitration provision is deleted in its entirety. It is not applicable to You.

AK Residents only: EXCLUSIONS, item 11, is deleted and replaced as follows: SERVICE OR REPLACEMENT OUTSIDE OF THE USA.

AR Residents only: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Price, or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. If We cancel Your Plan, the pro rata refund of the Price less the actual cost of any service received shall accompany the written notice of cancellation.

AZ Residents only: If Your Product is replaced under this Plan, the remaining coverage can be transferred to the replacement product. No claim incurred or paid shall be deducted from Your cancellation refund. We will not cancel or void this Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. **The following is added to the arbitration provision of Your Plan:** Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

CA Residents only: You may cancel Your Plan within the first thirty (30) days of the date You received this Plan by calling the Plan Administrator. You will receive a full refund in the amount of one hundred percent (100%) of the Price, less the actual cost of any service received under the Plan. You may cancel Your Plan after thirty (30) days of the date You received this Plan by calling the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service received. Payment for food spoilage, power surge, and rental benefits is limited to a retail value of two hundred and fifty dollars (\$250) for each benefit per year. You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. **The following is added to the arbitration provision of Your Plan:** This arbitration provision does not prohibit a California resident from

following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.

CO Residents only: Actions under this Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or “Unfair Practices Act”, articles 1 and 2 of Title 6, C.R.S. A party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

CT Residents only: You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. The terms and conditions and Arbitration Provision of this Plan are amended to include the following: **RESOLUTION OF DISPUTES:** If We are unable to resolve any disputes with You regarding this warranty, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the extended warranty contract.

FL Residents only: The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. Regardless of when You cancel Your Plan, Your refund will be equal to ninety percent (90%) of the unearned pro rata Price less any claims paid. If the Plan Administrator cancels Your Plan, Your refund will be equal to one hundred percent (100%) of the unearned pro rata Price. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

GA Residents only: You may cancel at any time and receive a pro rata refund of the Price. No claim paid or incurred shall be deducted from any refund owed. This Plan shall be non-cancelable by the Plan Provider or the Plan Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. Cancellation by the Plan Provider or the Plan Administrator shall be in accordance with Section 33-24-44 of the Code of Georgia. Should any discrepancies arise between the English and Spanish service contract forms in the interpretation of a given issue, the English version will take precedence in all matters.

HI Residents only: If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, HI 96813. **EXCLUSIONS,** item 11, is deleted and replaced as follows: SERVICE OR REPLACEMENT OUTSIDE OF THE USA.

IN Residents only: Proof of payment to the Plan Seller constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures the Plan Provider's obligations.

MA Residents: The price of this **Plan** is a single payment and is listed on **Your** sales receipt You received for this coverage.

MI Residents: If performance of the Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

MN Residents only: Obligations under the Plan are insured by a policy of insurance issued by American Reliable Insurance Company, [11222 Quail Roost Drive, Miami, FL 33157]. If We cancel this Plan in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, You will be provided with a written notice five (5) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. 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.

MO Residents only: Obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Price, or the Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

NC Residents only: This Plan shall be non-cancelable by the Plan Provider or the Plan Administrator except for direct violation of the agreement by You. Purchase of the Plan is not required either to purchase or obtain financing for the Product.

NH Residents only: If You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at [21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416].

NM Residents only: No Plan that has been in effect for at least seventy (70) days may be canceled by the Plan Administrator or the Plan Provider before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first except on any of the following grounds: failure to pay the Price; conviction of You for a crime that results in an increase in the service required under the Plan; discovery of fraud or material misrepresentation by You in obtaining the Plan or in presenting a claim for service; discovery of an act or omission, or violation of any condition of the Plan which substantially and materially increases the service required under the Plan. You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, the Plan is void and the Plan Administrator shall refund You the full Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after return of the Plan. The right to reject and return this Plan applies to the original purchaser of this Plan.

NV Residents only: If You have an emergency which involves the loss of heating or cooling, repairs will commence within twenty four (24) hours after the report of Your claim. If We determine that the repairs cannot be practically completed within three (3) calendar days after the report of the claim, We will provide a status report to You. If Your Product is replaced under this Plan, the remaining coverage can be transferred to the replacement product. No claim incurred or paid shall be deducted

from Your cancellation refund. If We cancel this Plan in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, We will provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address. No Plan that has been in effect for at least seventy (70) days may be canceled by the Plan Provider or Plan Administrator before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first except on any of the following grounds: failure to pay the Price; conviction of You for a crime that results in an increase in the service required under the Plan; discovery of fraud or material misrepresentation by You in obtaining the Plan or in presenting a claim for service; discovery of an act or omission, or violation of any condition of the Plan which substantially and materially increases the service required under the Plan; a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to materially increase.

NY Residents only: You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, the Plan is void and the Plan Administrator shall refund You the full Price.

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 the Plan. The right to reject and return this Plan applies to the original purchaser of this Plan.

OH Residents only: Obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. If We fail to perform or make payment due under the terms of the Plan within sixty (60) days after You request performance or payment, You may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Plan in which We must refund You upon cancellation of the Plan.

OK Residents only: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Coverage Period provision in this Plan is deleted and replaced with the following: **COVERAGE PERIOD: THIS PLAN IS EFFECTIVE ON THE PRODUCT(S) YOU PURCHASED AS OF THE DATE OF PURCHASE. THE (A) FOOD SPOILAGE, (B) POWER SURGE, AND (C) RENTAL BENEFITS DESCRIBED HEREIN BEGIN IMMEDIATELY UPON YOUR PURCHASE OF THIS PLAN, OTHER THAN (A), (B) AND (C) ABOVE. THIS PLAN PROVIDES NO OTHER BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. UPON EXPIRATION OF THE MANUFACTURER'S WARRANTY YOU ARE ENTITLED TO ALL OTHER BENEFITS COVERAGE DESCRIBED HEREIN, INCLUDING (A), (B) AND (C) ABOVE. THE COMPLETE TERM OF THIS PLAN IS EQUAL (I) TO THE EFFECTIVE PERIOD OF THE MANUFACTURER'S WARRANTY, PLUS (II) THE TERM PRINTED ON THE SALES RECEIPT YOU RECEIVED WHEN YOU PURCHASED THIS PLAN.** The cancellation provision in this Plan is deleted and replaced with the following: You may cancel Your Plan within the first thirty (30) days of purchase by calling the Plan Administrator. You will receive a refund in the

amount of one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service received under the Plan. You may cancel Your Plan after thirty (30) days from the date of purchase by calling the Plan Administrator. You will receive a refund in the amount of ninety percent (90%) of the unearned pro rata premium less the actual cost of any service provided under the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Plan. If We cancel this Plan, You will receive a refund in the amount of one hundred percent (100%) of the unearned pro rata premium less the actual cost of any service provided under the Plan. 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. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud by You, material misrepresentation by You, or a substantial breach of duties by You, except as otherwise required by law.

OR Residents only: The following is added to the arbitration provision of Your Plan: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction.

SC Residents only: Under “Non-Repairable Products”, all references to the issuance of a check are deleted. If We cannot replace Your Product, We will issue a merchandise card or provide a refund up to the original purchase price of the Product, including sales tax. If the Plan Provider does not timely resolve matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467]. You have a duty to protect against any further damage and are required to comply with the owner's manual.

TX Residents only: Under **DEFINITIONS, Plan Administrator** is amended to include the following: The Administrator Registration Number for Central Charlotte LLC is 173. **INSURANCE:** Obligations under the Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered serviced is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. If You have complaints or questions regarding this Plan, You may contact the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202] (within Texas only). **FREE LOOK:** You may, within thirty (30) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, the Plan is void and the Plan Administrator shall refund You the full 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 return of the Plan. The right to reject and return this Plan applies to the original purchaser of this Plan.

REGULATION: Purchase of the Plan is not required either to

purchase or obtain financing for the Product.

UT Residents only: The single pay Price is included on Your sales receipt that You received when You purchased the Plan. Coverage afforded under the Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. We may cancel Your Plan after sixty (60) days by mailing You a written notice at least thirty (30) days prior to the effective date of cancellation due to any of the following reasons: nonpayment of the Plan price; 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.

WA Residents only: You may, within twenty (20) calendar days of receipt of the Plan, reject and return the Plan. Upon return of the Plan within the applicable time period, if no claim has been made under the Plan, the Plan is void and the Plan Administrator shall refund You the full Price. 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 the Plan. The right to reject and return this Plan is non transferable and applies to the original purchaser of this Plan. **The following is added to the arbitration provision of Your Plan:** Nothing in the section headed “Arbitration” shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Plan. All arbitrations will be held in the county in which You maintain Your permanent residence. Obligations under this Plan are backed by the full faith and credit of the Plan Provider. You have a duty to protect against any further damage and are required to comply with the owner's manual.

WI Residents only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from Your cancellation refund. We will not deny a claim solely because You did not obtain prior authorization. Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the Plan. Failure by You to furnish proof of loss within the time required by the Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit. You will be made whole before the Plan Administrator retains any amounts it may recover from subrogation. Exclusion item (2) is deleted in its entirety.

WY Residents only: You have a duty to protect the Product against any further damage.

PRIVACY: To review the General Privacy Policy of Federal Warranty Service Corporation, United Service Protection, Inc., Sureway, Inc. and Assurant Service Protection, Inc., Assurant Solutions companies, please visit [<http://www.assurantsolutions.com/privPoGeneral.html>].

FW1471-0510

v10-0911

(15) RESPONSABILIDAD O DAÑO A LA PROPIEDAD, O LESIÓN O MUERTE DE UNA PERSONA COMO CONSECUENCIA DEL FUNCIONAMIENTO, MANTENIMIENTO O USO DEL O DE LOS PRODUCTOS; (16) COSTO DE MANTENIMIENTO PREVENTIVO O DAÑOS CAUSADOS POR MANTENIMIENTO PREVENTIVO INCORRECTO; (17) PIEZAS CORROÍDAS O DAÑADAS DEBIDO A QUE NO SE HAN MANTENIDO DE MANERA ADECUADA LOS NIVELES DE LUBRICANTES O REFRIGERANTES, COMO RESULTADO DEL USO DE LUBRICANTES CONTAMINADOS O INCORRECTOS, COMO RESULTADO DE COMBUSTIBLE ESTANCADO, CONTAMINADO O INCORRECTO O POR CONGELAMIENTO O SOBRECALENTAMIENTO; Y (18) PRODUCTO(S) CUYAS CARACTERÍSTICAS DE SEGURIDAD SE HAN ELIMINADO, IGNORADO, DESHABILITADO O ALTERADO.

Los siguientes Requisitos específicos para los estados se aplican si compró Su Plan en uno de los siguientes estados y prevalecerán sobre todas las demás disposiciones en contrario del presente documento:

Sólo para residentes de AL, CT, GA, IL, IN, KY, MA, ME, NC, NH, NV, NY, OR, SC, UT, VA, WI, WY: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244].

Sólo para residentes de AL, AR, HI, MD, MA, ME, MN, MO, NV, SC, WY: Dentro de veinte (20) días calendario después de la recepción del Plan, Usted puede rechazar y devolver el Plan. Si lo devuelve dentro del período pertinente, y no se ha efectuado ninguna reclamación en virtud del Plan, este se anulará y el Administrador del Plan le reembolsará la totalidad del Precio. Se agregará un diez por ciento (10%) por mes a aquellos reembolsos que no se hayan pagado o abonado dentro de cuarenta y cinco (45) días después de la devolución del Plan. Este derecho de rechazar y devolver el Plan se aplica al comprador original de este Plan.

Sólo para residentes de HI, MT, OK, VT: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244].

Sólo para residentes de AL, AR, HI, MD, MA, ME, MN, MO, NV, SC, WY: Dentro de veinte (20) días calendario después de la recepción del Plan, Usted puede rechazar y devolver el Plan. Si lo devuelve dentro del período pertinente, y no se ha efectuado ninguna reclamación en virtud del Plan, este se anulará y el Administrador del Plan le reembolsará la totalidad del Precio. Se agregará un diez por ciento (10%) por mes a aquellos reembolsos que no se hayan pagado o abonado dentro de cuarenta y cinco (45) días después de la devolución del Plan. Este derecho de rechazar y devolver el Plan se aplica al comprador original de este Plan.

Sólo para residentes de GA, LA, UT, WI, WY: La disposición de Arbitraje se elimina en su totalidad. No se aplica a Usted. **Sólo para residentes de AK: EXCLUSIONES,** punto 11, queda eliminado y se reemplaza como sigue: SERVICIO O REEMPLAZO FUERA DE LOS ESTADOS UNIDOS DE AMÉRICA.

Sólo para residentes de AR: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244. En caso de que un servicio cubierto no se pague dentro de los sesenta (60) días siguientes a la presentación de la constancia de pérdida o el Administrador del Plan no continúa con su negocio o se declara en quiebra,

Usted puede realizar una solicitud directamente a American Bankers Insurance Company of Florida. Si cancelamos Su Plan, el reembolso proporcional del Precio menos el costo real de cualquier servicio recibido acompañará el aviso escrito de cancelación.

Sólo para residentes de AZ: Si Su Producto se reemplaza en virtud de este Plan, la cobertura restante se puede transferir al producto de reemplazo. Ninguna reclamación incurrida o pagada se deducirá de Su reembolso de cancelación. No cancelaremos ni anularemos este Plan debido a condiciones preexistentes, uso anterior o actos ilícitos relacionados con el Producto o tergiversación, actos u omisiones por parte de Nosotros o Nuestros subcontratistas. **Lo siguiente se agrega a la disposición de arbitraje de Su Plan:** El arbitraje no puede ser un recurso para la disputa absoluto y ambas partes deben estar de acuerdo con el arbitraje. Esta disposición de arbitraje no prohíbe a un residente de Arizona que siga el proceso para resolver quejas en virtud de las disposiciones de A.R.S., Sección 20-1095.09, Prácticas comerciales injustas conforme lo señala el Departamento de Seguros de Arizona. Para obtener más información sobre este proceso, puede comunicarse con el Departamento de Seguros de Arizona a 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn.: Consumer Affairs. Puede presentar una queja directamente ante la A.D.O.I. contra una Empresa de servicios que emite un Contrato de servicio aprobado en virtud de las disposiciones de A.R.S., Secciones 20-1095.04 y/o 20-1095.09 al comunicarse con la División de Asuntos del Consumidor de A.D.O.I., al número de teléfono gratuito, 800-325-2548.

Sólo para residentes de CA: Usted puede cancelar Su Plan dentro de los primeros treinta (30) días de la fecha en la que recibió este contrato al llamar al Administrador del plan. Recibirá un reembolso total de cien por ciento (100%) del Precio, menos el costo real de cualquier servicio recibido en virtud del Plan. Usted puede cancelar Su Plan después de treinta (30) días de la fecha en la que recibió este contrato al llamar al Administrador del plan. Recibirá un reembolso proporcional del Precio, menos el costo real de cualquier servicio recibido. El pago por deterioro de alimentos, sobrecarga eléctrica y beneficios de alquiler se limita a un valor minorista de doscientos cincuenta dólares (\$250) por cada beneficio por año. Usted puede cancelar este Plan si devuelve el o los Productos o éstos se venden, extravían, son robados o se destruyen. **Lo siguiente se agrega a la disposición de arbitraje de Su Plan:** Esta disposición de arbitraje no prohíbe a un residente de California que siga el proceso para resolver quejas conforme lo estipula la Oficina de Reparaciones Electrónicas y de Electrodomésticos de California (BEAR). Para obtener más información acerca de este proceso, puede llamar a BEAR al 1-800-952-5210, o puede escribir al Departamento de Asuntos del Consumidor, 3485 Orange Grove Avenue, North Highland, California 95660, o puede visitar su sitio Web en www.bear.ca.gov.

Sólo para residentes de CO: Las acciones en virtud de este Plan pueden estar cubiertas por las disposiciones de la “Ley de protección del consumidor de Colorado” o la “Ley de prácticas injustas”, artículos 1 y 2 del Título 6, C.R.S. Es posible que las partes de dicho contrato tengan un derecho de acción civil en virtud de dichas leyes, incluida la obtención de los recursos o las sanciones especificados en dichas leyes.

Sólo para residentes de CT: Usted puede cancelar este Plan si devuelve el o los Productos o éstos se venden, extravían, son robados o se destruyen. Los términos y condiciones y

la Disposición de arbitraje de este Plan se enmiendan para incluir lo siguiente: **RESOLUCIÓN DE CONFLICTOS:** Si no podemos resolver un conflicto con Usted acerca de esta garantía, puede presentar una queja por escrito ante el Estado de Connecticut, Departamento de Seguros, P.O. Box 816, Hartford, CT 061242-0816, Attn: Consumer Affairs. La queja por escrito debe contener una descripción del conflicto, el precio de compra del artículo sujeto a la garantía extendida, el costo de reparación del artículo y una copia del contrato de garantía extendida.

Sólo para residentes de FL: La tarifa que se cobra por el Contrato no está sujeta al reglamento de la Oficina de reglamento de seguros de Florida. Independientemente de cuándo Usted cancele Su Plan, Su reembolso será igual al noventa por ciento (90%) del Precio proporcional no devengado menos las reclamaciones pagadas. Si el Administrador del Plan cancela Su Plan, Su reembolso será igual al cien por ciento (100%) del Precio proporcional no devengado. Si bien el arbitraje es obligatorio, el resultado de cualquier arbitraje no será vinculante para las partes, y ninguna de las partes, en forma posterior al arbitraje, tendrá el derecho de rechazar el laudo arbitral y entablar un juicio en un tribunal de jurisdicción competente. La acción de arbitraje tendrá lugar en el condado donde Usted reside.

Sólo para residentes de GA: Usted puede cancelar en cualquier momento y recibir un reembolso proporcional del Precio. Ninguna reclamación pagada o incurrida se deducirá de los reembolsos adeudados. El Proveedor del Plan o el Administrador del Plan no podrá cancelar este Plan, salvo en caso de fraude, tergiversación sustancial o incumplimiento en el pago de la cuota adeudada. La cancelación por parte del Proveedor del Plan o del Administrador del Plan debe ser de conformidad con la Sección 33-24-44 del Código de Georgia. En caso de haber discrepancias en la interpretación de un tema específico entre los formularios de contrato de servicio en inglés y en español, la versión en inglés prevalecerá en todos los casos.

Sólo para residentes de HI: Si tiene alguna pregunta o queja, puede comunicarse con el Comisionado de Seguros, [250 South King Street, 5th Floor, Honolulu, HI 96813]. **EXCLUSIONES,** punto 11, queda eliminado y se reemplaza como sigue: SERVICIO O REEMPLAZO FUERA DE LOS ESTADOS UNIDOS DE AMÉRICA.

Sólo para residentes de IN: La constancia de pago para el Vendedor del Plan constituye una constancia de pago ante American Bankers Insurance Company of Florida, emisor de la póliza de seguro que asegura las obligaciones del Proveedor del Plan.

Residentes de MA: El precio de este Plan es un pago único y se incluye en Su recibo de venta que recibió cuando adquirió esta cobertura.

Residentes de MI: Si el funcionamiento del Plan se interrumpe debido a una huelga o paro laboral en el lugar de negocio de la empresa, el período de vigencia del Plan se extenderá por el período que dure dicha huelga o paro laboral.

Sólo para residentes de MN: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Reliable Insurance Company, [11222 Quail Roost Drive, Miami, FL 33157]. Si cancelamos este Plan debido a que usted comete un fraude, tergiversación sustancial o incumplimiento importante de sus obligaciones, se le enviará un aviso escrito al menos cinco (5) días antes de la cancelación a su última dirección

conocida, con la fecha de entrada en vigencia de la cancelación y el motivo de ella. Cualquier Arbitraje se realizará en el estado donde usted reside o en cualquier otro lugar acordado por escrito por Usted y por el Federal Warranty Service Corporation.

Sólo para residentes de MO: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. En caso de que un servicio cubierto no se pague dentro de los sesenta (60) días siguientes a la presentación de la constancia de pérdida, incluida una reclamación por el reembolso del Precio no devengado, o el Administrador del Plan no continúa con su negocio o se declara en quiebra, Usted puede realizar una solicitud directamente a American Bankers Insurance Company of Florida.

Sólo para residentes de NC: El Proveedor del Plan o el Administrador del Plan no podrá cancelar este Plan, salvo en caso de que Usted infrinja directamente el acuerdo. No es necesario comprar Plan para adquirir u obtener financiamiento para el Producto.

Sólo para residentes de NH: Si este Plan no le satisface, puede comunicarse con el Departamento de Seguros de New Hampshire al [21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416].

Sólo para residentes de NM: El Administrador del Plan o el Proveedor del Plan no pueden cancelar ningún Plan que haya estado en vigencia durante el mes de setenta (70) días antes del vencimiento de la vigencia acordada o un (1) año después de la entrada en vigencia del Plan, lo que ocurra por la siguientes razones: No pago del Precio; condena por un delito que causa un aumento en el servicio requerido en virtud del Plan; descubrimiento de fraude o tergiversación sustancial al obtener el Plan o presentar una reclamación de servicio; detección de un acto u omisión o una infracción a una condición del Plan que aumente sustancial y básicamente el servicio requerido de acuerdo con el Plan. Dentro de veinte (20) días calendario después de la recepción del Plan, Usted puede rechazar y devolver el Plan. Si lo devuelve dentro del período pertinente, y no se ha efectuado ninguna reclamación en virtud del Plan, este se anulará y el Administrador del Plan le reembolsará la totalidad del Precio. Se agregará un diez por ciento (10%) por mes a aquellos reembolsos que no se hayan pagado o abonado dentro de sesenta (60) días después de la devolución del Plan. Este derecho de rechazar y devolver el Plan se aplica al comprador original de este Plan.

Sólo para residentes de NV: Si tiene una emergencia que implica la pérdida de calor o frío, las reparaciones comenzarán dentro de las veinticuatro (24) horas siguientes al informe de Su reclamación. Si determinamos que las reparaciones no se pueden completar en la práctica dentro de tres (3) días calendario después de la presentación de la reclamación, le proporcionaremos un informe de estado. Si Su Producto se reemplaza en virtud de este Plan, la cobertura restante se puede transferir al producto de reemplazo. Ninguna reclamación incurrida o pagada se deducirá de Su reembolso de cancelación. Si cancelamos este Plan debido a que usted comete un fraude, tergiversación sustancial o incumplimiento importante de sus obligaciones, se le enviaremos un aviso escrito al menos quince (15) días antes de la cancelación a su última dirección conocida. El Proveedor del Plan o el Administrador del Plan no pueden cancelar ningún Plan que haya estado en vigencia durante al menos setenta (70) días antes del vencimiento de la vigencia acordada o un (1) año después de la entrada en vigencia del Plan, lo que ocurra primero, salvo por

las siguientes razones: No pago del Precio; condena por un delito que causa un aumento en el servicio requerido en virtud del Plan; descubrimiento de fraude o tergiversación sustancial al obtener el Plan o presentar una reclamación de servicio; detección de un acto u omisión o una infracción a una condición del Plan que aumente sustancial y básicamente el servicio requerido de acuerdo con el Plan; un cambio sustancial en la naturaleza o extensión del servicio o la reparación requerido que se produzca después de la fecha de entrada en vigencia del Plan y que cause un aumento sustancial en la reparación o el servicio requerido.

Sólo para residentes de NY: Dentro de veinte (20) días calendario después de la recepción del Plan, Usted puede rechazar y devolver el Plan. Si lo devuelve dentro del período pertinente, y no se ha efectuado ninguna reclamación en virtud del Plan, este se anulará y el Administrador del Plan le reembolsará la totalidad del Precio. Se agregará un diez por ciento (10%) por mes a aquellos reembolsos que no se hayan pagado o abonado dentro de treinta (30) días después de la devolución del Plan. Este derecho de rechazar y devolver el Plan se aplica al comprador original de este Plan.

Sólo para residentes de OH: Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244]. Si no realizamos o efectuamos un pago adeudado en virtud de los términos del Plan dentro de los sesenta (60) días siguientes a la solicitud de pago, puede solicitar a American Bankers Insurance Company of Florida, incluso, pero sin limitarse a ello, cualquier obligación del Plan en que debemos reembolsarle al cancelar el Plan.

Sólo para residentes de OK: Oklahoma Insurance Guaranty Association no garantiza la cobertura que ofrece este Plan. La disposición del Período de cobertura de este Plan se elimina y reemplaza con lo siguiente: **PERÍODO DE COBERTURA: ESTE PLAN TIENE VIGENCIA PARA EL(LOS) PRODUCTO(S) ADQUIRIDO(S) A PARTIR DE LA FECHA DE COMPRA. LOS BENEFICIOS DE (A) DETERIORO DE ALIMENTOS, (B) SOBRECARGA ELÉCTRICA Y (C) ALQUILER DESCRITOS EN EL PRESENTE DOCUMENTO COMENZAN INMEDIATAMENTE EN EL MOMENTO DE LA COMPRA DE ESTE PLAN. ADEMÁS DE LOS BENEFICIOS (A), (B) Y (C) ANTERIORES, ESTE PLAN NO OFRECE OTROS BENEFICIOS DURANTE LA VIGENCIA DE LA GARANTÍA DEL FABRICANTE. DESPUÉS DE LA FECHA DE VENCIMIENTO DE LA GARANTÍA DEL FABRICANTE USTED TENDRÁ DERECHO A TODOS LOS DEMÁS BENEFICIOS DE COBERTURA DESCRITOS EN EL PRESENTE, INCLUIDOS LOS BENEFICIOS (A), (B) Y (C) ANTERIORES. EL PERÍODO COMPLETO DE ESTE PLAN ES IGUAL A (I) EL PERÍODO EFECTIVO DE LA GARANTÍA DEL FABRICANTE, MÁS (II) EL PERÍODO IMPRESO EN EL RECIBO DE VENTA QUE RECIBIÓ AL ADQUIRIR ESTE PLAN.** La disposición de cancelación de este Plan se elimina y reemplaza con lo siguiente: Usted puede cancelar Su Plan dentro de los primeros treinta (30) días de la compra al llamar al Administrador del Plan. Recibirá un reembolso total de cien por ciento (100%) de la prima proporcional no devengada, menos el costo real de cualquier servicio recibido en virtud del Plan. Puede cancelar Su Plan después de treinta (30) días de la fecha de compra al llamar al Administrador del Plan. Recibirá un reembolso total de noventa por ciento (90%) de la prima proporcional no devengada, menos el costo real de cualquier servicio proporcionado en virtud del Plan.

A este Plan no se aplican costos de cancelación. La fecha de entrada en vigencia de la cancelación es la fecha en que recibamos Su solicitud de cancelación de Su Plan. Si cancelamos este Plan, Usted recibirá un reembolso total de cien por ciento (100%) de la prima proporcional no devengada, menos el costo real de cualquier servicio proporcionado en virtud del Plan. Se le enviará un aviso escrito al menos treinta (30) días antes de la cancelación a su última dirección conocida, con la fecha de entrada en vigencia de la cancelación y el motivo de ella. Nos reservamos el derecho de cancelar este Plan en cualquier momento y sin previo aviso por escrito en caso de que Usted cometa un fraude, una tergiversación sustancial o un incumplimiento importante de sus obligaciones, a menos que la ley exija lo contrario.

Sólo para residentes de OR: Lo siguiente se agrega a la disposición de arbitraje de Su Plan: Si bien el arbitraje es obligatorio, el resultado de cualquier arbitraje no será vinculante para las partes, y ninguna de las partes, en forma posterior al arbitraje, tendrá el derecho de rechazar el laudo arbitral y entablar un juicio en un tribunal de jurisdicción competente.

Sólo para residentes de SC: Bajo “Productos que no se pueden reparar”, todas las referencias a la emisión de un cheque se eliminan. Si no podemos reemplazar su Producto, emitiremos una tarjeta para mercancía o le daremos un reembolso hasta el precio de compra original del Producto, incluidos impuestos sobre las ventas. Si el Proveedor del Plan no resuelve los asuntos en forma oportuna dentro de sesenta (60) días de la constancia de prueba, puede comunicarse con el Departamento de Seguros de Carolina del Sur, [P.O. Box 100105, Columbia, SC 29202-3105, o (800) 768-3467]. Usted tiene la obligación de proteger contra otros daños y debe cumplir con el manual del usuario.

Sólo para residentes de TX: Las DEFINICIONES, el Plan se enmiendan para incluir lo siguiente: El número de registro del Administrador para Central Charlotte LLC es 173. **SEGURO:** Las obligaciones en virtud del Plan son aseguradas por una póliza de seguro emitida por American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. En caso de que un servicio cubierto no se pague dentro de los sesenta (60) días siguientes a la presentación de la constancia de pérdida o si un reembolso o un crédito no se paga antes del día cuarenta y seis (46) después de la fecha en la que el Plan sea cancelado, Usted puede realizar una solicitud directamente a American Bankers Insurance Company of Florida. Si tiene quejas o preguntas acerca de este Plan, puede comunicarse con Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, TX 78711, (512) 463-6599 o (800) 803-9202] (sólo dentro de Texas).

PERÍODO DE GRACIA: Dentro de treinta (30) días calendario después de la recepción del Plan, Usted puede rechazar y devolver el Plan. Si lo devuelve dentro del período pertinente, y no se ha efectuado ninguna reclamación en virtud del Plan, este se anulará y el Administrador del