

LOWE'S PRODUCT PROTECTION AND REPLACEMENT PLANS TERMS AND CONDITIONS

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

Congratulations! You have Plan coverage on Your Product. This document contains the terms and conditions about the Plan – what's covered, what's not, how to contact Us, etc. It's not as scary as it may look and it is worth reading.

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

Definitions

The following definitions apply to certain terms used in this Plan:

- **Payment** means a check or merchandise credit with the Plan Seller.
- **Plan** means these terms and conditions, Your sales receipt for the Product(s), and if separate, the receipt for the Plan purchase. Your sales receipt(s) describes the Product(s) and Plan term.
- **Plan Holder/You/Your** means the owner of the Product(s) covered under this Plan.
- **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 in all states, except in Oklahoma where the Plan Provider is Assurant Service Protection, Inc., each located at P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578, and in Florida where the Plan Provider is United Service Protection, Inc. 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578. For Water Heaters, the Plan Provider is the same as stated above except in California, where Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697, 1-888-775-6937 is the Plan Provider.
- **Plan Administrator** means the entity responsible for the administration of this Plan. The Plan Administrator is Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697, 1-888-775-6937.
- **Plan Seller** means the retailer from whom You purchased Your Plan as indicated on Your sales receipt.
- **Product(s)** means the specific item(s) You purchased as indicated on Your sales receipt as covered by this Plan.
- **Price** means the amount paid by You for this Plan as listed on Your sales receipt.
- **Retail Cost** means the amount charged to You, pre-tax, for the Product covered under this Plan.

How Long Is My Product Covered?

For all Plans except Replacement Plans and Water Heater Plans, the term of Your Plan begins on the date that You purchase the Product, or on the date Your Product was delivered or installed, whichever is later. Coverage will continue for the length of time printed on Your sales receipt. Please see Replacement Plans section below for details on Replacement Plans coverage. Please see Water Heater section below for details on Water Heater Plan coverage.

What About the Manufacturer?

Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer. Your Product(s) may have a labor and/or parts warranty from the manufacturer that may provide additional or overlapping coverage with this Plan. Review Your manufacturer's warranty. Nothing in the Plan will limit or discharge any manufacturer's obligations.

Which Plan Do I Have?

See Your sales receipt to determine which Plan(s) You purchased for Your Product(s).

Every Plan Has These Benefits!

The following benefits are applicable to all Plans, but may not be applicable to all Products.

Power Surge: If Your Product is electrically powered, this Plan covers parts and labor due to failure of Your Product as a result of power surge, as determined by an authorized technician.

Preventative Maintenance Reimbursement: We recommend You maintain Your Product(s) per the manufacturer's instructions. Doing so should help extend the life of Your Product(s) and save You time and money. To encourage such maintenance under this Plan, You will receive a 50% reimbursement of the cost and, sales tax, on the preventative maintenance parts listed below during the term of this Plan. To qualify, such parts must be purchased at a Lowe's retail location, online at lowes.com or through the Lowe's mobile application. If Lowe's does not carry the required maintenance part, the Plan Administrator may approve a claim for parts purchased elsewhere. Parts outside of the items listed below will be reimbursed at the sole discretion of the Plan Administrator. There is a \$100 reimbursement limit for the first twelve months after this benefit begins ("the Initial Maintenance Period"), and for each subsequent twelve-month period after the Initial Maintenance Period, until the Plan expires. In order to obtain reimbursement, You must contact the Plan Administrator. You will be required to provide the Plan Administrator with copies of all applicable sales receipts to obtain the reimbursement. Approved claims will be paid in the form of a Lowe's merchandise credit. Preventative maintenance reimbursement does not affect Your Payback Reward benefit for Major Appliances.

- Major Appliances: Water filters, air filters, coil brushes, lint brushes, aluminum vents, hoses, water lines, washer fresheners, rinse aids and cooktop cleaners.
- Small Appliances: Water filters, carbon filters (coffee makers), vacuum bags, vacuum belts, vacuum filters.
- Outdoor Equipment: Belts, blades, batteries, spark plugs, filters, fluids, string line, chain saw files, blade sharpener/balancer kits and covers
- Gas and Electric Grills: Covers, burners, grates and cleaners/brushes.
- Plumbing: Water softener salt and filters for whole house water filtration systems.

Normal Wear and Tear Coverage: This Plan covers normal wear and tear. Normal wear and tear is a failure not caused by a defect. Normal wear and tear excludes failures that are the result of accidental or intentional damage, improper maintenance, abuse, misuse, consumable parts failure, unauthorized repair, theft or loss.

On-Site Service or Pickup: If on-site service or pickup is provided for the full term of the manufacturer's warranty, then it will also be provided to You under this Plan. If on-site service or pickup 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 transporting Your Product.

During the coverage Term, You can transfer this Plan if You ever sell or give away the Product. Just write to or call the Plan Administrator with the new owner's contact information, the Plan number and date of transfer.

PRODUCT COVERAGE PLANS

Below are details on different coverage plans.

Replacement Plans (Products with a Retail Cost of less than \$300. Excludes Major Appliances and Hot Water Heaters).

In addition to the benefits listed in the "Every Plan Has These Benefits" section, this Plan provides one-time replacement coverage for select products with a Retail Cost of less than \$300 that fail due to defects or normal wear and tear. This replacement benefit starts after the manufacturer's warranty ends; however, any Power Surge and Preventative Maintenance benefits associated with this Plan begin on the date of purchase and run through expiration of this replacement benefit. Major Appliances and Hot Water Heaters are not eligible for Replacement Plan coverage. We, in Our or its sole discretion, will either: (1) provide a new, rebuilt, or refurbished product of equal or similar features and functionality, or (2) issue a Payment for the Retail Cost of the Product, plus applicable sales tax. See "What if We Can't Fix It?" below for what happens after We replace Your Product or issue You a Payment.

Extended Protection Plans (All Major Appliances of any price and any other Product with a Retail Cost over \$300. Excludes Hot Water Heaters).

In addition to the benefits listed in the "Every Plan Has These Benefits" section, Your Product will be restored to normal operating condition if it has failed due to defects in materials and workmanship, normal wear and tear, or power surge. This Plan covers all labor and/or parts costs necessary to repair Your Product for problems due to functional part failures unless otherwise stated in this Plan. 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.

What if We can't fix it? If We, in Our or its sole discretion, determine that Your Product is not repairable, We, in Our or its sole discretion, will either: (1) provide a new, rebuilt, or refurbished product of equal or similar features and functionality, or (2) issue a Payment up to the Retail Cost of the Product, plus applicable sales tax. Upon providing You with the replacement product, or a Payment 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 satisfied by Us by replacement of the Product or by the issuance of a Payment up to the Retail Cost of the Product, plus applicable sales tax, unless otherwise required by state law. The coverage provided under this Plan will not be transferable to any replaced product, unless otherwise required by state law.

How quickly can We fix it? If Your Product is not repaired within 14 days, You will receive a one-time Payment of \$50 over the life of the Plan. If Your Plan includes onsite service or pick-up, the clock starts ticking on this turnaround time once You have contacted the Plan Administrator and reported the failure, as long as You are able to accommodate our first available service appointment. If You are not able to accommodate the first available appointment, We start the clock ticking as of the date of the first service visit. If Your Plan does not include on-site service or pickup, the clock starts ticking on this turnaround time once Your Product has been delivered to the pre-authorized location directed by the Plan Administrator. This benefit does not apply to refrigerators or freezers.

Suppose it's a lemon? After expiration of the manufacturer's warranty, if You have three covered service repairs completed on three separate occasions and Your Product requires a fourth repair, as determined by Us, We will issue You a Payment, not to exceed the Retail Cost of the original Product, plus applicable sales tax. Please keep Your service receipts as We may require You to submit them to fulfill a claim under this benefit. A covered service repair does not include: consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, all rechargeable batteries, a no fault found, diagnosis and repairs done outside the continental USA, Alaska and Hawaii.

Product Specific Benefits

In addition, Your Plan may include enhanced coverage, beginning on the date of purchase or on the date Your Product was delivered or installed, whichever is later. Enhanced coverage benefits do not apply to all Plans and are based on the Plan and Product You purchased. Please see details below to determine whether You qualify for any enhanced coverage. Certain enhanced coverage benefits require prior approval of a service claim by either the manufacturer or the Plan Administrator.

MAJOR APPLIANCES: You may purchase coverage on one Product, or multiple Products (i.e., two, or three 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.

Refrigeration Rental Reimbursement – If Your covered refrigerator or freezer is not repaired within 72 hours of Your initial claim, this Plan will provide a limited rental reimbursement of an approved refrigerator or freezer. Approval from the Plan Administrator must be obtained prior to rental. You will be reimbursed by Payment up to 25% of the Retail Cost of the covered refrigerator or freezer. The reimbursement for rental coverage ends on the earlier of: (1) when Your covered refrigerator or freezer is repaired, or (2) a replacement refrigerator or freezer is delivered to Your residence, or (3) the reimbursement reaches 25% of the Retail Cost of the covered refrigerator or freezer.

Food Spoilage Reimbursement – If You purchased a refrigerator or freezer and You incur a covered failure that results in food loss, You will be reimbursed by Payment for food spoilage up to \$300. This amount is on each covered refrigerator and/or freezer on a per incident basis. Documented proof of loss will be required.

Re-installation Labor Coverage – If Your Product cannot be repaired and needs to be replaced as determined by the Plan Administrator, this Plan covers professional re-installation labor for the replacement Product.

Payback Reward: Upon expiration of Your Plan, We will reimburse You 30% of the Price of Your Plan if You haven't made any service claims. You must contact the Plan Administrator within 60 days of the end of Your Plan term to claim this benefit. Payback Reward only applies to Major Appliances.

SMALL APPLIANCES \$300+

Food Spoilage Reimbursement – If You purchased a compact refrigerator or wine cooler and You have a covered failure, You will be reimbursed by Payment for food spoilage up to \$100. This amount is on a per incident basis. Documented proof of loss will be required.

OUTDOOR POWER EQUIPMENT \$300+

Pick Up and Delivery – For Products with a Retail Cost of \$799 and over, coverage includes pickup and delivery between Your residence and the repair facility for covered failures. Products with a Retail Cost of less than \$799 are eligible for carry-in service only for covered failures. This Pick Up and Delivery benefit does not apply to Preventative Maintenance.

GRILLS \$300+

Pick Up and Delivery – Coverage includes on-site service and/or pickup and delivery between Your residence and the repair facility for covered failures. This Pick Up and Delivery benefit does not apply to Preventative Maintenance.

PLUMBING \$300+, (Excludes Water Heaters)

On-Site Service – Coverage includes on-site labor service for Your covered Product, including water softeners, water filtration systems and jetted tubs, for covered failures.

Re-installation Labor Coverage – If Your water softener or water filtration system cannot be repaired and needs to be replaced as determined by the Plan Administrator, this Plan covers professional re-installation labor for the replacement product. This benefit covers reinstallation on water softeners and water filtration systems only.

WATER HEATERS: Coverage includes on-site labor for eligible water heaters (including tankless water heaters). Parts are not covered under this Plan except in the event of a power surge. The manufacturer covers parts for the life of the manufacturer's warranty. If the manufacturer's warranty covers labor, coverage under this Plan will begin at the expiration of the manufacturer's labor coverage; otherwise the coverage under this Plan will begin on the date of Plan purchase. The coverage under this Plan will expire at the end of the manufacturer's parts coverage, or at the end of the coverage period indicated on Your sales receipt, whichever occurs first.

Re-installation Labor Coverage – If Your water heater cannot be repaired and needs to be replaced as determined by the manufacturer under the manufacturer's warranty or by the Plan Administrator for power surge losses, this Plan covers professional re-installation labor for the replacement Product to the extent not covered by the manufacturer's warranty. This benefit begins on the date of Plan purchase.

Suppose it's a lemon? If You have three covered service repairs completed on three separate occasions and Your Product requires a fourth repair, as determined by Us, We will issue You a Payment, not to exceed the Retail Cost of the original Product, plus applicable sales tax. Please keep Your service receipts as We may require You to submit them to fulfill a claim under this benefit. A covered service repair does not include: consumer requested alignments, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, a no fault found diagnosis and repairs done outside the continental USA, Alaska and Hawaii.

Your Obligations

To keep this Plan in force, You must maintain the Product(s) in accordance with the service requirements and manufacturer's specifications in Your owner's manual, including cleaning and maintenance. You promise and assure: (1) full cooperation with the Plan Administrator, technicians and authorized servicers during diagnosis and repair of the Product(s), including access to proper connections and requirements as specified by the manufacturer; (2) accessibility to the Product(s); (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult during the time of scheduled service; (5) that You will provide notification of any defect or deficiency in service within 90 days of discovery; (6) protect the Product(s) from further damage; and (7) follow the owner's manual.

EXCLUSIONS: This Plan Does Not Include Any of the Following:

- (1) REPAIRS OR REPLACEMENT CAUSED BY ACCIDENT OR INTENTIONAL DAMAGE, SPILLED LIQUIDS, RUST (UNLESS OTHERWISE NOTED IN THIS PLAN), INSECT INFESTATION/VERMIN, MISUSE, ABUSE, PRODUCT(S) WITH ALTERED OR MISSING SERIAL NUMBERS, FAILURES CAUSED BY EXTERNAL FACTORS AND ENVIROMENTAL CONDITIONS SUCH AS SULPHUR, ETC.;
- (2) UNAUTHORIZED REPAIRS AND DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL;
- (3) REPLACEMENT COST FOR LOST OR CONSUMER REPLACEABLE PARTS (SUCH AS REMOTES, BATTERIES, BAGS, BELTS, BULBS, SHELVES, RACKS, BURNERS, ETC.), UNLESS OTHERWISE NOTED IN THIS PLAN;
- (4) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR UNAUTHORIZED INSTALLATION OR REPAIRS;
- (5) SEIZED OR DAMAGED PARTS RESULTING FROM: FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS; THE USE OF CONTAMINATED OR IMPROPER LUBRICANTS; STALE, CONTAMINATED, OR IMPROPER FUEL; AND/OR FREEZING OR OVERHEATING;
- (6) "NO PROBLEM FOUND" DIAGNOSIS OR DAMAGE DUE TO FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS. PRODUCTS ARE GETTING MORE AND MORE COMPLEX SO PLEASE FOLLOW INSTRUCTIONS IN YOUR OWNER'S MANUAL;
- (7) ACTS OF GOD;
- (8) PRODUCT(S) NOT ASSOCIATED WITH THE PURCHASE OF THIS PLAN, INCLUDING AFTERMARKET INSTALLATIONS/MODIFICATIONS;
- (9) ANY FEES RELATED TO THIRD PARTY CONTRACTS;
- (10) ANY FAILURES, PARTS, AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL;
- (11) ANY AND ALL DEFECTS THAT EXISTED AND WERE KNOWN BY YOU PRIOR TO THE EFFECTIVE DATE OF THIS PLAN;

- (12) SERVICE OR REPLACEMENT OUTSIDE THE CONTINENTAL USA, ALASKA AND HAWAII;
- (13) UNLESS SPECIFICALLY PROVIDED FOR IN YOUR PRODUCT'S COVERAGE, CLEANINGS AND ALIGNMENTS;
- (14) THEFT OR LOSS;
- (15) WHERE RE-INSTALLATION COVERAGE IS APPLICABLE TO YOUR PLAN, COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATION;
- (16) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING FROM THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT(S);
- (17) COST OF PREVENTATIVE MAINTENANCE, UNLESS OTHERWISE NOTED, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE;
- (18) UNLESS EXPRESSLY PROVIDED IN YOUR PLAN, 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, AND/OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- (19) PRODUCT(S) WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED, OR ALTERED; AND
- (20) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS), PUBLIC RENTAL, OR COMMUNAL USE IN MULTI-FAMILY HOUSING.

Need Help?

If You Need Service – Contact the Plan Administrator to arrange for service at **1-888-77LOWES (56937)**. 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. 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 move Your Product(s) to a new location within the continental USA, Alaska and Hawaii, You can change Your service address by contacting the Plan Administrator. This applies to all Products except water heaters.

Renewal – No party is obligated to renew this Plan beyond the expiration date of the term. The total price paid by you for a Plan renewal may change or increase compared to Your original Plan. By purchasing this Plan, You agree that We may contact You to notify You of renewal, upgrade, and additional coverage options.

There is no deductible under this Plan – If You have a claim under this Plan related to Your Product, there's no additional cost to You for covered service beyond what You paid for this Plan.

Cancellation – You may cancel Your Plan within the 30 days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. You may cancel Your Plan after 30 days from the date of purchase by contacting the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits 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 by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Price less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. You will be provided with a written notice at least 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 non-payment, material misrepresentation by You, or a substantial breach of duties by You, except as otherwise required by law.

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 Retail Cost that You paid for the original

Product. In the event that the total of any and all authorized repairs, parts, and other coverage and benefits (e.g., food spoilage, rental reimbursement, maintenance reimbursement, power surge, etc.) exceeds the Retail Cost paid for the Product, or We replace the Product with one of equal or similar features and functionality, the obligations of the Plan Provider, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us. THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE RETAIL COST PAID FOR THE COVERED PRODUCT UNDER ANY CIRCUMSTANCES. IN NO EVENT WILL THE PLAN PROVIDER, PLAN SELLER, OR PLAN ADMINISTRATOR 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 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 and parent, affiliates and subsidiaries and any insurer.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, 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 (collectively, a "Claim"), between You and Us shall be resolved by binding arbitration before a single arbitrator, except that either You or Us may bring a Claim in small claims court (where allowed by law). To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Consumer Arbitration Rules (or their functional equivalent) ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271 or visiting www.adr.org. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this PROVISION means that You give up Your right to go to court on any claim covered by this PROVISION, except where You or Us decide to proceed in small claims court.** You also agree that any arbitration proceeding or small claims court proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated or litigated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this PROVISION is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **YOU AND WE SPECIFICALLY AGREE TO WAIVE AND FOREVER GIVE UP THE RIGHT TO A TRIAL BY JURY.** Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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 this Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

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.

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

AL, AR, CO, CT, GA, IL, IN, KY, MA, ME, MN, NC, NH, NJ, NV, NY, OR, SC, UT, and WY Residents only: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

AZ, HI, MT, VA and VT Residents only: Obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

AL, AR, CO, HI, MA, ME, MN, MO, NJ, SC and WY Residents only: Free Look: You may, within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser.

GA, LA, OR, UT, WI and WY Residents only: The Arbitration provision is deleted in its entirety.

AL Residents only: Cancellation: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation.

AZ Residents only: Exclusion (11) is deleted and replaced with the following: **(11) ANY AND ALL DEFECTS THAT EXISTED AND WERE KNOWN BY YOU PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, EXCEPT IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR OUR SUBCONTRACTORS;** **Cancellation:** No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. **ARBITRATION:** 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 100 North 15th Avenue, Suite 102, Phoenix, AZ 85007-2624, 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: Under **DEFINITIONS, Plan Administrator** is Lowe's Home Centers, LLC 1605 Curtis Bridge Road, Wilkesboro, NC 28697. The **CANCELLATION** provision is amended as follows: You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. You may cancel Your Plan within the first 60 days of receipt of Your Plan by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price, less the total actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan, except as otherwise required by law. You may cancel Your Plan after 60 days from receipt of Your Plan by contacting the Plan Administrator. You will receive a pro rata refund of the Price less the actual cost of any service, labor, Payments, reimbursements, replacements, parts, coverages and/or benefits received, except as otherwise required by law. **Arbitration:** The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or You may visit their website at www.bearhfti.ca.gov.

CO Residents only: Cancellation: Prior notice is not required if this Plan is canceled for nonpayment of the Plan Price, a material misrepresentation by You, or a substantial breach by You relating to the covered Product or its use.

CT Residents only: Notice: If We are unable to resolve any disputes with You regarding this Plan, 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 Plan, the cost of repair of the covered Product, and a copy of the Plan. **Extension of Plan Term:** If the Product is in a repair facility at the time of Plan expiration, the expiration date will automatically be extended until the repair is complete. **Cancellation:** You may cancel this Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed.

FL Residents only: Regulation: The rate charged for the Plan is not subject to regulation by the Florida Office of Insurance Regulation. **Arbitration:** While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, 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: Cancellation: You may cancel this Plan at any time. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. If You wish to cancel, You must notify the Plan Administrator in writing or surrender the Plan to the Plan Administrator, and the Plan Administrator will refund the unearned Plan Price. We may cancel this Plan for non-payment, fraud or material misrepresentation. No claim paid or incurred or cancellation fees will be deducted from any refund owed. **Exclusion (20) is deleted and replaced with the following:** Products used for commercial purposes (multi-user organizations), public rental, or communal use in multi-family housing (use of a product for these purposes will result in denial of coverage under this Plan). **Dispute Resolution:** If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

IN Residents only: Regulation: 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.

MD Residents only: Free Look: You may, within 20 calendar days of mailing of the Plan or 20 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of the Plan. This provision applies only to the original purchaser.

ME Residents only: Under **DEFINITIONS, Plan Administrator** is Central Charlotte LLC 1000 Lowes Blvd., Mooresville, NC 28117.

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

MN Residents only: The **Cancellation** provision is amended as follow: We reserve the right to cancel this Plan at any time in the event of non-payment by You, material misrepresentation by You, or a substantial breach of duties by You. **Arbitration:** Any Arbitration will take place in the state where You reside or at any other place agreed to in writing by You and the Plan Provider.

MO Residents only: Insurance: 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, 800-852-2244. In the event that any covered service is not paid within 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. The **Cancellation** provision is deleted and replaced with the following: You may cancel Your Plan within the 30 days of purchase by contacting the Plan Administrator. You will receive a refund in the amount of 100% of the Price. You may cancel Your Plan after 30 days from the date of purchase by contacting the Plan Administrator. You will receive a pro rata refund of the Price. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan. The cancellation of such multiple Product Plans cancels coverage on ALL Products previously covered by the Plan. No cancellation fee applies to this Plan. The effective date of cancellation is the date We receive Your request for cancellation. If We cancel this Plan, You will receive a pro rata refund of the Price. You will be provided with a written notice at least 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 non-payment, material misrepresentation by You, or a substantial breach of duties by You.

NC Residents only: Regulation: The Purchase of a Plan is not required either to purchase or obtain financing for the covered Product. **Cancellation:** We reserve the right to cancel for nonpayment of Price or for direct violation of the Plan by You,

NH Residents only: Arbitration: Arbitration will be held at a location selected by Us within the state in which this Plan was purchased. Any arbitration proceeding is subject to RSA 542. 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.

NJ Residents only: Cancellation: Nothing in this Plan shall exclude or limit Our liability for Our intentional, willful, or reckless conduct or gross negligence. Unless otherwise provided in this New Jersey Specific Requirements section, all provisions of the Plan are enforceable and applicable in New Jersey. We reserve the right to cancel this Plan and without notice for nonpayment of the Price, material misrepresentation or omission by You, or a substantial breach of contractual obligations by You related to the Product or its use.

NM Residents only: This Plan is insured by American Bankers Insurance Company of Florida. If the Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. **Regulation:** The purchase of this Plan is not required in order to purchase any Product(s). **Free Look:** If this Plan is returned within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, and a refund is not credited within 60 days after the return, We will pay the holder a penalty of 10% of the Plan Price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. The **Cancellation** provision is amended as follow: We reserve the right to cancel this Plan at any time in the event of non-payment by You, material misrepresentation by You, or a substantial breach of duties by You.

NV Residents only: Regulation: The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted. **Free Look:** If this Plan is returned within the 30 days of purchase and a refund is not credited within 45 days after the return, We will pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. **Cancellation:** We reserve the right to cancel this Plan at any time in the event of non-payment by You; conviction of a crime by You that results in an increase in service required; fraud or material misrepresentation by You in obtaining this Plan or in the presentation of a claim; discovery of an act of omission by You or a violation by You of any condition which substantially and materially increases the service required or a substantial breach of duties by You, except as otherwise required by law; 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. No claims paid or services provided will be deducted from any refund issued pursuant to this Plan. **Emergency:** If You have an emergency which involves the loss of heating or cooling, plumbing, substantial loss of electrical service, repairs will begin within 24 hours after the report of Your claim. If We determine that the repairs cannot be practically completed within 3 calendar days after the report of the claim, We will provide a status report to You.

NY Residents only: Free Look: You may, within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 30 days after the return of the Plan. This provision applies only to the original purchaser.

OH Residents only: Insurance: 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, 1-800-852-2244. If We fail to perform or make payment due under the terms of the Plan within 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: Regulation: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **Insurance:** Our 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, or call the toll-free number at 1-800-852-2244. The **DEFINITIONS** section, **Plan Provider/We/Us/Our** is amended to include (Oklahoma License Number 862541). The **Cancellation** provision is deleted and replaced with the following: If the Plan is cancelled by You within the 30 days, and no claims have been made, the refund will be based upon 100% of the unearned pro rata premium. If You cancel the Plan after 30 days, or have made a claim within the first 30 days, the refund will be 100% of the unearned pro rata premium, less (a) 10% of the unearned pro rata premium or \$25, whichever is less and (b) 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 the Plan is cancelled by the Us, the refund will be based upon 100% of unearned pro rata premium, less the actual cost of any service provided under the Plan. **Arbitration: NON-BINDING 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 Prior to Engaging in Non-Binding Arbitration.** 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 and parent, affiliates and subsidiaries and any insurer. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, 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 (collectively, a "Claim"), between You and Us shall be resolved by non-binding arbitration before a single arbitrator, except that either You or Us may bring a Claim in small claims court (where allowed by law). To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Non-Binding Consumer Arbitration Rules (or their equivalent) ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of the AAA's Rules by contacting AAA at 120 Broadway, 21st Floor, New York, NY 10271 or visiting www.adr.org. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

SC Residents only: Under **DEFINITIONS, Payment** means a merchandise credit with the Plan Seller. **Notice:** If We do not timely resolve matters within 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.

TX Residents only: Under **DEFINITIONS, Plan Administrator** is amended to include the following: The Administrator Registration Number for Central Charlotte LLC is 173. **Notice:** If You have complaints or questions regarding this Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (Within TX only). **Insurance:** The obligations under this Plan are insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If any covered service is provided to You by Us before the 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. **Regulation:** The purchase of this Plan is not required in order to obtain financing for the covered Product. **Cancellation:** We will pay a penalty of 10% per month on any refund that is not paid or credited within 45 days after return of the Plan to Us. The right to cancel the Plan applies to the original purchaser and is not transferrable.

UT Residents only: Regulation: Coverage afforded under this 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. **Cancellation:** We may cancel for the following reasons: (a) nonpayment of Plan Price of the Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (d) substantial breach of contractual duties, conditions, or warranties.

WA Residents only: Free Look: You may, within 20 days, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan Price. A 10% penalty per month will be added to a refund that is not paid or credited within 30 days after the return of the Plan. This provision applies only to the original purchaser. **Arbitration:** Nothing in the section headed '**Arbitration**' will 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. The Obligations under this Plan are backed by the full faith and credit of the Plan Provider.

WI Residents only: Regulation: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. **Disclaimer:** This Plan is not a contract of insurance. This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. **Insurance:** Our obligations under this Plan are insured by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under a Plan within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. For reimbursement payment or provision of service, please call 1-866-306-6694. **Free Look:** You may, within 20 calendar days of receipt, or 10 days if delivered at the time of sale, reject and return this Plan. If We do not pay or credit a refund within 45 days after the return of this Plan

to Us, We will pay a 10% percent per month penalty of the refund amount outstanding which We will add to amount of the refund. **Cancellation:** We may cancel this Plan in the event of non-payment of the Price, material misrepresentation by You to Us or the Administrator, or a substantial breach of duties by You relating to the Product or its use. You will be provided with a written notice at least 5 days prior to cancellation at Your last known address. If We cancel for a reason other than nonpayment of the Price, We will refund You 100% of the unearned pro rata Price, less any claims paid.