Electronics Protection Plan
Terms & Conditions

Please read these Terms and Conditions carefully so that you fully understand your coverage under this Protection Plan.
Please also review the Order Summary, incorporated herein by reference, provided to you at the time you purchased this Protection Plan.

1. DEFINITIONS:
“we”, “us” and “our” shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In California, “we”, “us” and “our” shall mean SquareTrade, Inc.; in Arizona, Oklahoma, and Wyoming, “we”, “us” and “our” shall mean Complete Product Care Corp. The aforementioned are located at 600 Harrison Street, Suite 400, San Francisco, CA 94107. In Florida, “we”, “us” and “our” shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. You may reach us at 1-877-927-7268. In Washington, “we”, “us” and “our” shall mean Protection Plan Group, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107. You may reach us at 1-877-927-7268.
“Administrator” shall mean SquareTrade, Inc. located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 with a telephone number: 1-877-927-7268.
“You”, “your” shall mean the individual or entity who purchased this Protection Plan or for whom it was purchased or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.
Coverage Amount: As identified on the Order Summary, up to $2,000 per claim (the “Per Claim Coverage Amount”) and an aggregate cap of $5,000 for all claims during a rolling 12 month period.
Coverage Start Date: This is the date when coverage starts under this Protection Plan as set forth in the Order Summary.
Coverage Term or Term: This is the term of coverage you receive under this Protection Plan as identified in the Order Summary.
Coverage Type: This defines the level of coverage you purchased.
Covered Product(s) or Product(s): The product(s) or type of product identified in your Order Summary covered by this Protection Plan which are located at the residential address on file with the company from whom you purchased this Protection Plan.
Deductible: The applicable service fee for claims, as identified in the Order Summary.

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

3. COVERAGE:
This Protection Plan will cover the cost of repairs and/or replacements (up to the Per Claim Coverage Amount) of the Product(s) required as a result of a mechanical or electrical failure of the Product(s) during normal usage for the term of this Protection Plan. This Protection Plan is exclusive of any manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the manufacturer’s warranty. Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications at our sole option.

A. LAPTOPS AND TABLETS:
This Protection Plan provides coverage for your Product where the problem is the result of a failure caused by:
(1) Defects in materials and/or workmanship;
(2) Damaged or defective buttons or connectivity ports located on your Product;
(3) Defective pixels, for which we will match the manufacturer’s warranty for the term of your Protection Plan. In the absence of a manufacturer’s dead pixel policy, we will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
(4) Dust, internal overheating, internal humidity/condensation; and
(5) Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer’s instructions.

B. COMPUTERS AND SMART HOME SYSTEMS:
This Protection Plan provides coverage for your Product where the problem is the result of a failure caused by:
(1) Defects in materials and/or workmanship;
(2) Damaged or defective buttons or connectivity ports located on your Product;
(3) Defective pixels, for which we will match the manufacturer’s warranty for the term of your Protection Plan. In the absence of a manufacturer’s dead pixel policy, we will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
(4) Dust, internal overheating, internal humidity/condensation; and
(5) Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer’s instructions.

4. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:
File a claim online at www.allstateprotectionplans.com or call us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem you are experiencing. If we cannot resolve the problem, we will service your Product as described herein. Depending on your Product, we may, at our discretion, require you to submit pictures audio and/or video) of the damage or defect for which you are making a claim, or to submit other necessary documentation to process your claim.
If applicable, we recommend that you back up all data on your Product prior to obtaining service, as repairs to your Product may result in the deletion of data.
Depending on the product and failure circumstances, at our discretion, we will either:
- Repair your Product (on-site, mail-in or local repair service may be available, in our discretion). If there is another issue with your Product that is not covered by this Protection Plan, we will be unable to repair your Product.
- Replace your Product with a product of like kind, quality and functionality (replacement products may be at a lower retail price than your original product and may be new or refurbished) (“Replacement Product”). We may charge you a fee if you do not provide your Product to us, or
- Provide a cash settlement or a Gift Card reflecting the cost of a Replacement Product up to the Per Claim Coverage Amount.

5. LIMIT OF LIABILITY
Per Claim Limit of Liability: If you have product(s) covered under this Protection Plan, the total amount that you will pay for repairs or replacement made in connection with a single claim that you make pursuant to this Protection Plan shall not exceed the Per Claim Coverage Amount. In the event that we make payments for repairs or replacements or if we provide a cash settlement(s) reflecting the cost of a Replacement Product which in the aggregate, are equal to or exceed the Per Claim Coverage Amount, then we will have no further obligations with respect to such individual claim.
In the event of a failure affecting an item that is part of a pair or set, our responsibility

Our privacy policy can be found at www.allstateprotectionplans.com/privacypolicy.
will be limited to the repair, replacement or a cash settlement capped at the Per Claim Coverage under this Protection Plan.

6. WHAT IS NOT COVERED:

A. Except as otherwise provided, normal wear and tear that does not result in a failure of the Covered Product to function properly;
B. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
C. Natural flaws or inherent design or manufacturer’s defects;
D. Intentional damage;
E. Lost, stolen, or irretrievable items;
F. Any Product that is fraudulently described or materially misrepresented;
G. Secondary or collateral damage;
H. Except as otherwise provided, maintenance, service, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the Product in accordance with the manufacturer’s specifications and owner’s manual;
I. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal and insect infiltration, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other force majeure or peril originating from outside the Product;
J. Damage caused by “accumulation,” including, without limitation, damage from any repeated use or gradual buildup of dirt, oils or similar, such as hair and body oils, perspiration, or darkened bodily conditions;
K. Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer’s warranty;
L. Damage caused by cleaning methods, products or materials;
M. Defects due to the installation, assembly or hookup of Your Product;
N. Damage caused by transit, delivery, redelivery, removal, or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
O. Claims made under any improperly or incorrectly purchased Protection Plan;
P. Except as otherwise provided, “cosmetic damage,” defined as any damages or changes to the physical appearance of a Product that does not impair or hinder its normal operating function as determined by Us, such as scratches, abrasions, peeling, discoloration, dents, kinks, changes in color, texture, or similar conditions;
Q. Television or personal computer monitor screen imperfections;
R. “Burn-in” or burned CRT phosphor (because burn-in or burned CRT phosphor is a result of Your misuse of the Covered Product);
S. Accidental damage or liquid damage;
T. Projector or rear projection TV bulbs;
U. Consumer replaceable or consumable batteries;
V. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
W. Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
X. Product(s) with removed or altered serial numbers;
Y. Manufacturer defects or equipment failure which is covered by manufacturer’s warranty, manufacturer’s recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
Z. Damage to hardware, software and data, or loss of software or data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
AA. “No Problem Found” diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
BB. Items sold in a private sale (e.g. flea market, yard sale, estate sale, Craigslist);
CC. Any Product that is a demonstration/in-store model, or that is sold “as-is”;
DD. A Product that is no longer in Your possession;
EE. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance;
FF. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DElays IN SERVICE OR THE INABILITY TO RENDER SERVICE.

7. NO LEMON POLICY:
If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem within a twelve (12) months of the initial service repair, the Product will be replaced with a comparable product or a cash settlement will be provided. The cost of the replacement or cash settlement will not exceed Your Product’s Per Claim Coverage Amount (without deduction for the cost of the unsuccessful repairs).

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

9. WORLDWIDE SERVICE:
The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at www.allstateprotectionplans.com to obtain a claim authorization number. At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

10. CANCELLATION; RENEWAL; TRANSFER:
A. You may cancel this Protection Plan for any reason at any time. To cancel it, contact the company from whom You purchased this Protection Plan. If You cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a 100% refund of the unearned portion of the price you paid for the Protection Planless the cost of any claims made by You. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a pro rata refund based on the remaining time on Your Protection Plan as determined by You.
B. We may cancel this Protection Plan at Our option (i) immediately on the basis of nonpayment, fraud, or material misrepresentation by You or (ii) for any reason on thirty (30) days’ written notice to You. If We cancel Your Protection Plan, You will receive a 100% pro rata refund of the unearned portion of the price you paid for the Protection Plan. Written notice which includes the effective date of cancellation and remaining time on Your Protection Plan will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.
C. This Protection Plan may not be transferred in any way.

11. ARBITRATION:
Please read this arbitration provision carefully. It affects Your rights. Most of Your concerns about this Program can be addressed simply by contacting Us at 1-877-927-7268. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO WAIVE OUR RESPECTIVE RIGHTS TO CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

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

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

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107. Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notification that You have commenced arbitration, We will reimburse You for the first $250 of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107. Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.
You and We agree that each may bring claims against the other only in an amount awarded only to the extent necessary to provide the relief warranted by a party's individual claim. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded if We prevail in the arbitration, We hereby waive the right to do so. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. You and We agree that each may bring claims against the other only in an amount awarded only to the extent necessary to provide the relief warranted by a party's individual claim. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded if We prevail in the arbitration, We hereby waive the right to do so. If We cancel after 30 days, if or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

We may cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for a penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 6(B) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 10(A). If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

The original purchaser may exercise the cancellation terms found in Section 10(A). If We cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

If We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid. We may cancel this Protection Plan for any reason other than nonpayment, We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

We may cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for a penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 6(B) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 10(A). If We cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

We may cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for a penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 6(B) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 10(A). If We cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

We may cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for a penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 6(B) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 10(A). If We cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

We may cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for a penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 6(B) “What is Not Covered” of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 10(A). If We cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. We will refund 100% of the unearned pro rata provider fee, less any claims paid.

The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 12, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 Americans Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.
30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Cancellation:** This Protection Plan is not issued by the manufacturer or wholesale company but is a separate contract to the provider. If You fail to pay or provide service on a claim within sixty (60) days after return of the service contract, You will receive a one hundred percent (100%) refund after the thirty (30) days period shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

**New Mexico:** This service contract is issued by Allstate Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty days of the submission of a valid claim, You may submit Your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. Only the original purchaser may exercise the cancellation terms found in Section 10(A).

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

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

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

**Wisconsin:** The term “Protection Plan” in these terms and conditions shall be understood to mean “Service Contract.” This CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional AD coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If You fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address Our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in Our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of any reason for the cancellation. In the event of a total loss or nonpayment of a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

**Wyoming:** The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the Covered Product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Arbitration:** If You are a resident of Wyoming, to the extent that any term in Section 11 “Arbitration” conflicts with any of the following, the following shall prevail and shall replace such term in Section 11 “Arbitration”: At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.