

## Family Mobile 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 and purchase receipt provided to You at the time You purchased this Protection Plan.

### 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In **California and Puerto Rico**, “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 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005. 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., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005. You may reach Us at 1-877-927-7268.

“Administrator” shall mean SquareTrade, Inc. located at 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005 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, the Coverage Amount is eight (8) claims over a rolling twelve (12) months with each claim capped at the purchase price of the Product, exclusive of taxes and fees, (the “Per Claim Coverage Amount”) and a total limit of five thousand dollars (\$5,000) for all claims during a rolling twelve (12) months.

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, starting on the Coverage Start Date. You understand and agree that this Protection Plan will be automatically renewed for successive months on a continuous basis unless You or We cancel this Protection Plan.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, such as Accidental Damage (AD) coverage.

Covered Product(s) or Product(s): Means the phones owned by You and for which the unique identification number (International Mobile Equipment Identity or unique serial number) on record with Us at the time of request for service.

Deductible: The applicable deductible for claims as identified in the Order Summary.

### 2. YOUR AGREEMENT:

By ordering this Protection Plan and/or paying for this Protection Plan, You agree to all of the terms of this Protection Plan. By providing Your electronic address to Us, You are authorizing Us to communicate with You electronically. You may cancel this Protection Plan at any time as described herein. You are responsible for backing up your data and applications prior to providing Your Product to Us or in case a repair results in loss of data. We are not responsible for any lost data or applications, including any data, picture files, video files, removable storage media or other content on Your Product.

### 3. YOUR RESPONSIBILITIES:

- Purchase the correct Protection Plan for Your Product based on condition, price and purchase location from Porch.
- Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- Properly maintain, inspect, store, care (including clean) 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 not performing any of the foregoing, Your claim will be denied.

### 4. COVERAGE AND TERMS:

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 inclusive of any manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the manufacturer’s warranty. Replacement parts may be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications at Our sole option. If Your Product changes because We provided a Replacement Product (as defined in Section 5 below), coverage will cease for the existing Product and will begin on the Replacement Product.

This Protection Plan provides coverage for failures of Your Product caused by:

- Defects in materials and/or workmanship;
- Damaged or defective buttons or connectivity ports located on Your Product;
- 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 (1) square inch area of the display;
- Dust, internal overheating, internal humidity/condensation;
- Except as otherwise specified, if You were offered and purchased Accidental Damage coverage as an integral part of Your coverage, it augments Your Protection Plan by providing additional protection for mobile phones for damage from drops, spills and liquid damage associated with the handling and use of Your Product. Accidental Damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.

### 5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

File a claim online at [www.allstateprotectionplans.com/claim](http://www.allstateprotectionplans.com/claim) or call Us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. You must file Your claim within thirty (30) days of the issue occurring; failure to do so may result in Us denying Your claim. If We cannot resolve the problem, We will service Your Product as described below. Depending on Your Product, We may, at Our discretion, require You to submit additional documentation in order to process Your claim. 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). We may use non-original parts in the repair of Your Product. 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 (a “Replacement Product”). Replacement Products may be at a lower retail price than Your original Product and may be new or refurbished but shall perform the same or similar functionality when the original Product is factory reset; or
- Provide a cash settlement or a gift card reflecting the replacement cost, as determined by Us, of a Replacement Product of like kind, quality, age and functionality (whether new or refurbished) up to the Per Claim Coverage Amount (a “Cash Settlement”).

If You do not return the replaced Product as instructed by Us, or return a replaced Product that is inaccessible for service (e.g. the Product is locked or has been reported as lost or stolen), We will charge You an unreturned core fee of the cost of a Replacement Product not to exceed the Coverage Amount.

You will be required to pay a Deductible before We will service Your claim. You may be required to send Your Product to Us and if You fail to do so, We will charge you a non-returned equipment fee.

## 6. LIMIT OF LIABILITY:

Per Claim Limit of Liability: If You have Product(s) covered under this Protection Plan, the total amount that We 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, which in the aggregate, are equal to the Per Claim Coverage Amount, or if We provide a Cash Settlement(s) reflecting the cost of a Replacement Product, then We will have no further obligations with respect to the individual claim.

Total Limit of Liability: If You have Product(s) covered under this Protection Plan, the total number of claims made pursuant to this Protection Plan shall not exceed the Coverage Amount.

Your previous claim counts will carry over to Your Replacement Product or new Product (in the event You transfer this Protection Plan) and shall be subject to the same Coverage Amount.

## 7. WHAT IS NOT COVERED:

- A. Except as otherwise provided, normal wear and tear;
- 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 or insect infestation, 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, dust, oils or similar, such as hair and body oils, perspiration, or darkened bodily contact areas;
- 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. Damage caused by transit or delivery of the Product;
- N. Claims made under any improperly or incorrectly purchased Protection Plan;
- O. Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish, or similar conditions;
- P. Accidental damage or liquid damage unless AD coverage was offered and purchased as part of Your Protection Plan;
- Q. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- R. Product(s) with removed or altered serial numbers;
- S. 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);
- T. 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;
- U. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (e.g. poor cell phone reception);
- V. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist);
- W. Any Product that is a demonstration/in-store model, or that is sold "as-is";
- X. A Product that is no longer in Your possession;
- Y. Any failure, damage, repairs or loss that is covered under any other Protection Plan, warranty, service plan or insurance.

**Z. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.**

## 8. 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 twelve (12) months of the initial service repair, the Product will be replaced with a Replacement Product or a Cash Settlement for the cost of a Replacement Product will be provided. The cost of the Replacement Product or Cash Settlement will not exceed the Per Claim Coverage Amount, except that replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from AD.

## 9. 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.

## 10. 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](http://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.

## 11. CANCELLATION; TRANSFER; RENEWAL; CHANGE TO MONTHLY FEE OR DEDUCTIBLE:

- A. You may cancel this Protection Plan for any reason at any time. To cancel it, contact Us twenty-four (24) hours a day, seven (7) days a week by logging in to [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) or contact Us toll-free at 1-877-927-7268. If You cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a one hundred percent (100%) refund of the price You paid for this Protection Plan less the cost of any claims made by You. If You cancel after the first thirty (30) days from purchase of this Protection Plan, the Protection Plan will expire at the end of the then current month.
- B. We may cancel this Protection Plan (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 one hundred percent (100%) pro rata refund based on the time remaining on Your Protection Plan. If this Protection Plan was inadvertently sold to You for a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. 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.
- D. If You purchase a month-to-month or other continuous until renewed Protection Plan, We have the right to not renew this Protection Plan on fifteen (15) days advance written notice to You.
- E. We will not increase the monthly fee You pay for this Protection Plan or the Deductible without providing You with at least thirty (30) days advance written notice of any change. We will provide notice of such change either in the form of a message on your bill or, in a separate mailing, or by any other method, in Our reasonable discretion. Your continued payment for this Protection Plan constitutes Your acceptance of these changes.

## 12. 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 PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

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

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) 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., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005, 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](http://www.adr.org) or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005, 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](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars (\$10,000) or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars (\$10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this section, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or seven thousand five hundred dollars (\$7,500), whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. 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 INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this section is found to be unenforceable, then the entirety of this section shall be null and void.

### 13. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. 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.

### 14. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

#### State Variations:

The following state variations shall apply if inconsistent with any other terms and conditions.

**Alabama:** If You are a resident of Alabama, to the extent that any term in Section 12 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 12 "Arbitration": The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. 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 Protection Plan to the provider.

**Arizona:** Section 7(B) "What is Not Covered" of these Terms and Conditions is deleted in its entirety. We will not cancel the Protection Plan for a preexisting condition that is known or that reasonably should have been known by Us. The fourth sentence of Section 11(A) is deleted and replaced with the following: If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. If You are a resident of Arizona, to the extent that any term in Section 12 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 12 "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 and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.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 Protection Division of the A.D.I.F.I. at 602-364-2499.

**Arkansas:** 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 Protection Plan to Us.

**California:** Section 11(A) is amended by deleting the second and third sentences and replacing them with the following: If You cancel this Protection Plan within the first thirty (30) days after receipt of this Protection Plan and You have not made a claim, You will receive a one hundred percent (100%) refund of the Protection Plan Price. If You decide to cancel Your Protection Plan within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. 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 Us. If You return and relinquish the Covered Product back to the seller, You may cancel this Protection Plan and You will receive a pro-rated refund based on the time remaining on Your Protection Plan. If this Protection Plan renews on a month-to-month basis, Your Protection Plan shall renew on a month-to-month basis unless cancelled. You may cancel this Protection Plan at any time for any reason by contacting Us 24 hours a day, 7 days a week by logging in to [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) or contact Us toll-free at 1-877-927-7268. You provided Your affirmative consent to the continuous monthly term of this Protection Plan when You enrolled in this Protection Plan. Section 11(D) is modified by adding the following: Your affirmative consent to the continuous until renewed term of this Protection Plan has been obtained at the time of purchase and proof of such will be retained on file with the Administrator.

**Colorado:** Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after thirty (30) days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim.

**Connecticut: Resolution of Disputes:** If You purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Protection Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least thirty (30) days prior to termination.

**D.C.:** Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after thirty (30) days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. If We cancel for any reason other than nonpayment, We will refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

**Florida:** The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 13, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of ninety percent (90%) of the unearned pro rata premium less any claims paid. If We cancel this Protection Plan, We will provide a refund of one hundred percent (100%) of the unearned pro rata premium less claims paid.



**Georgia:** We may not cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. If You cancel this Protection Plan within thirty (30) days after the purchase of this Protection Plan You will receive a one hundred percent (100%) refund. If You cancel this Protection Plan more than thirty (30) days after purchase of this Protection Plan You will receive a pro rata refund less a fee not to exceed 10% of the pro rata refund amount. 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 the return of this Protection Plan. Arbitration is non-binding. Section 7(B.2) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

**Hawaii:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 11(A).

**Maine:** Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after thirty (30) days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim. If We cancel this Protection Plan for a reason other than nonpayment, We shall refund one hundred percent (100%) of the unearned pro rata provider fee.

**Maryland:** Only the original purchaser may exercise the cancellation terms found in Section 11(A).

**Minnesota:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Missouri:** Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Nevada:** This Protection Plan is not renewable. Notwithstanding the terms of Section 11(A) If You cancel this Protection Plan, the cost of the claims paid, or services provided will not be deducted from any refund issued pursuant to this Protection Plan. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least fifteen (15) days prior to the effective date of cancellation. We will not cancel this Protection Plan if it has been in effect for seventy (70) days except for nonpayment, or fraud, or material misrepresentation by You in the obtaining of the Protection Plan or in the presentation of a claim by You, or discovery of an act, omission or violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan, or Your conviction of a crime which results in an increase in the service required under this Protection Plan. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234. A ten percent (10%) penalty per thirty (30)-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to the provider. **WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.**

**New Hampshire:** In the event You do not receive satisfaction under this Protection Plan, you may contact the New Hampshire insurance department at New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301 at 1 (800) 852-3416.

**New Jersey:** If You are a resident of New Jersey, the following shall replace Section 132 "Guarantee" of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against First Colonial Insurance Company. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**New Mexico:** This Protection Plan is insured by Allstate Insurance Company. If the Protection 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 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 11(A). A ten percent (10%) penalty per thirty (30)-day period, or portion thereof, shall be added to a refund that is not paid or credited within sixty (60) days after return of this Protection Plan to the provider. We will not cancel this Protection Plan if it has been in effect for seventy (70) days except for nonpayment, Your conviction of a crime which results in an increase in the service required under this Protection Plan, fraud, material misrepresentation, or discovery of an act or omission by You or Your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan.

**New York:** Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

**Oklahoma:** This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. This is not an insurance contract. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 2000 Sierra Point Parkway, Suite 300, Brisbane CA 94005, License Number 44200878. **Arbitration:** If You are a resident of Oklahoma, to the extent that any term in Section 12 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 12 "Arbitration": Arbitration cannot be an absolute dispute remedy, it must be voluntary, and both parties must mutually agree to arbitration. If agreement by arbitration is not reached within three (3) months from the date of the demand for arbitration, You retain the right to sue.

**Oregon:** **Arbitration:** If You are a resident of Oregon, to the extent that any term in Section 12 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 12 "Arbitration": Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

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

**Texas:** The administrator for this Protection Plan is SquareTrade, Inc. registration number 155. Only the original purchaser may exercise the cancellation terms found in Section 11(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Utah:** Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation:** If You are a resident of Utah, the following shall replace Section 11(B) "Cancellation" of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation. **Arbitration:** If You are a resident of Utah, to the extent that any term in Section 122 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 122 "Arbitration": ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Virginia:** If any promise made in these Terms and Conditions has been denied or has not been honored within sixty (60) 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](http://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 11(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 Protection Plan, 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 We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Protection Plan. 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:** If You are a resident of Wisconsin Section 11(B) is amended so that the first sentence reads as follows: We may cancel this Protection Plan at Our option on the basis of nonpayment or material misrepresentation by You, or substantial breach of duties by You relating to the Product or its use. We shall mail a written notice to You at the last-known address contained in Our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Protection Plan that is not covered by a replacement of the property pursuant to the terms of the Protection Plan, You shall be entitled to cancel the Protection Plan and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Protection Plan, You may cancel the Protection Plan 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 Protection Plan to the provider.

**Wyoming:** The provider of the Protection Plan shall mail a written notice to the Protection Plan holder at the last-known address of the Protection Plan 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 Protection Plan holder to the provider or a substantial breach of duties by the Protection Plan 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 Protection Plan to the provider. **Arbitration:** If You are a resident of Wyoming, to the extent that any term in Section 12 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 12 "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.