

## LOWE'S PROTECTION PLAN TERMS AND CONDITIONS

Congratulations on adding the Lowe's Protection Plan to Your purchase, offering You protection, perks and peace of mind. **Please save Your sales receipt to verify Your purchase and include Your reference number (found on the sales receipt) when filing a claim. Don't forget to review state disclosures in Section 19 below that may be applicable to Your Plan.**

This document contains the Terms and Conditions of Your Plan, including what's covered, what's not, how to contact Us, how to file a claim, etc.

This is not a contract of insurance.

### **1. What are some important Definitions I should understand as I review this document?**

We understand that Terms & Conditions have a lot of information to review. Here are some key definitions that apply to terms used in this Plan:

**Accidental Damage Coverage** means failures of the Product as a result of accidental damage (such as drops, collisions, liquid spills, structural breaks, and cracks). Accidental Damage Coverage only applies to power tools (including battery-operated and pneumatic tools), furniture, area rugs, mattresses (excluding box springs) and adjustable beds when specified on Your sales receipt as "W/AD". For mattresses (excluding box springs), and adjustable beds, Accidental Damage Coverage is limited to all single-incident stain types. For furniture and area rugs, the following damage is covered:

For fabric, bonded materials, leather, vinyl upholstered Products, and outdoor furniture:

- A. Accidental stains attributed to a single incident and not normal wear and tear;
- B. Accidental marks from an ink pen, crayon or permanent marker up to 6" in length;
- C. Accidental rips, tears, and punctures;
- D. Fading (area rugs only) and
- E. Accidental burns, singes, or heat marks.
- F. Breakage of glass or mirror.

For wood and other hard surfaces

- A. Accidental stains attributed to a single incident and not normal wear and tear;
- B. Accidental scratches, gouges, chips, punctures or dents that penetrate the surface to reveal the substrate beneath the finish;
- C. Liquid marks or water rings;
- D. Accidental burns, singes, or heat marks;
- E. Checking, cracking, bubbling or peeling of the finish on hard surfaces; and
- F. Accidental chipping or breakage of glass or mirror.

**As-Is Appliance(s)** means cooktops, dishwashers, dryers, freezers, over-the-range microwaves, range hoods, ranges, refrigerators (not compact), trash compactors, wall ovens, and washing machines sold in a Lowe's Outlet store. These used appliances are sold "As-Is" with no manufacturer's warranty.

**Covered Failure(s)** means Product failures due to defects in materials and/or workmanship, or those covered by Normal Wear and Tear Coverage or Power Surge Protection. For adjustable beds, this coverage is provided only for defective frames, welds, and mechanisms, including inclining, reclining, heating, vibrating features, electrical components such as motors, wiring, and remotes. For mattresses (excluding box springs), coverage is provided only for defects in materials and/or workmanship. For furniture, Covered Failures are limited to the following:

For all furniture except outdoor furniture:

- A. Structural or operational failure of Product components such as frames, mechanisms, springs, motors, welds, bases and handles necessary for the operation of the Product;
- B. Seam and stitching separation when the stitching comes apart at the seam of the Product. Rips and other tears that are near the seam which occur over time from repeated use, rather than from a single incident, are not considered seam and stitching separation;
- C. Broken zippers or buttons;
- D. Cracking and/or peeling of leather; and
- E. Loss of silvering of mirrors.

For outdoor furniture:

- A. Structural or operational failure of Product frame or swivel mechanisms; and
- B. Failures to umbrellas that prevent the Product from functioning. Defects in materials and/or workmanship are covered when the manufacturer provides this coverage during the warranty period.

**Consumer Electronics** means tablets, laptops, desktops, home theater, TVs, and other assorted electronics for personal use.

**Fitness Equipment** means stationary bikes, treadmills, rowers and other assorted items for personal use.

**General Merchandise** means all Product(s) which are not otherwise defined, such as, but not limited to, water heaters, gas and electric grills, outdoor power equipment, ceiling fans, light fixtures, tools, EV chargers, and more.

**Major Appliances** means cooktops, dishwashers, dryers, freezers, over-the-range microwaves, range hoods, ranges, refrigerators (not compact), trash compactors, wall ovens, and washing machines.

**Normal Wear and Tear Coverage** means a mechanical or electrical failure or breakdown not caused by a defect in materials and/or workmanship.

**ORV** means Outdoor Recreational Vehicle(s), including electric and gasoline powered mini-bikes, motorized scooters, motorized cycles, and other sport and recreation vehicles priced at \$1,000 or less per unit that are meant for off-road use, not licensed for use on public roads or highways.

**UTV** means Outdoor Recreational Vehicle(s), including electric and gasoline powered cycles, motorized scooters, golf carts, side-by-side and tandem seating all-terrain vehicles, and other sport and recreation vehicles priced at \$1,001 or more per unit that are meant for off-road use, not licensed for use on public roads or highways. UTVs must be registered prior to filing a claim. To register, contact Us at 1-877-881-8578 with the reference number at the bottom of Your receipt or purchase order and the Product's identification number.

**Genset** means a non-portable residential generator(s) designed for residential, non-commercial use.

**Payment** means a merchandise credit with the Plan Seller. For Food Spoilage Reimbursement and Re-installation Labor Coverage, Payment is made by check or, if available, prepaid debit card from the Plan Seller.

**Plan** means these terms and conditions, Your sales receipt for the Product(s), and, if separate, the receipt for the purchase of Your service contract. Your sales receipt(s) describes the Product(s) and Plan Coverage Period.

**Plan Administrator** means the entity responsible for administering this Plan. The Plan Administrator is Federal Warranty Service Corporation in all states except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-775-6937 or for PRO Protection Plans 1-866-877-6777.

**Plan Coverage Period** means the period of time during which You have coverage under the Plan for the covered Product(s). Plan Coverage Period varies by Plan type and Product. See Section 3 below for more detailed information.

**Plan Holder/You/Your** means the owner of the Product(s) covered under this Plan and any assigned transferee.

**Plan Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Plan, including PRO Plans. 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. located at P.O. Box 105689, Atlanta, GA 30348-5689, 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, 1000 Lowe's Boulevard, Mooresville, NC 28117, 1-888-775-6937 is the Plan Provider.

**Plan Seller** means the retailer from whom You purchased Your Plan as indicated on Your sales receipt.

**Power Surge Protection** means a Product failure resulting from a voltage oversupply ("Power Surge") on any Product that is electrically powered. For Consumer Electronics, Products must be connected to a surge protector approved by the Underwriter's Laboratory, Inc. at the time of loss. **Power Surge Protection does not include damages resulting from the improper installation or improper connection of the Product to a power source.**

**Price** means the amount You paid for this Plan as listed on Your sales receipt.

**PRO Protection Plan – Commercial Use** means a Plan covering Major Appliances and General Merchandise only available only to PRO customers. **Covered Failures that result from commercial use are covered under this Plan.** Products sold under this Plan do not include a manufacturer's warranty. Parts and labor coverage begins on the date You purchased the Product, or on the date Your Product was delivered or installed, whichever is later.

**PRO Protection Plan – Property Management** means a Plan covering Major Appliances only, available only to PRO customers. **Covered Failures that result from commercial use are excluded under this Plan.**

**Product(s)** means the specific item(s) You purchased as indicated on Your sales receipt for coverage under this Plan.

**Retail Cost** means the lesser of the pre-tax retail cost or discounted cost of the Product at the time of purchase, covered under this Plan.

## **2. What Product(s) are eligible for this Plan?**

For products other than Gensets, ORVs and UTVs, this Plan is intended for Products used in properties such as, but not limited to, single-family homes, apartment homes, rental homes, and assisted living centers. Unless Your Plan is the PRO Protection Plan for Commercial Use, this Plan does not cover Products used for non-residential, multi-family use, commercial purposes or for short-term communal use.

## **3. When does my Plan Coverage Period Begin and End?**

For all plans, the Plan Coverage Period continues for the length of time purchased by You as indicated on Your sales receipt.

**For Consumer Electronics, area rugs, ORVs, UTVs, Gensets, and General Merchandise Plans for Products other than water heaters,** the Plan Coverage Period begins after the Product manufacturer's labor warranty ends; if no labor warranty is provided by the manufacturer, the Plan Coverage Period begins after the manufacturer's limited warranty ends; if no manufacturer's limited warranty is provided, then the Plan Coverage Period begins on the date that You purchased the Product. Gensets are not covered for power surge. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For General Merchandise Plans for water heaters,** if the manufacturer provides a labor warranty, the Plan Coverage Period begins after the manufacturer's labor warranty ends; if the manufacturer does not provide a labor warranty, the Plan Coverage Period begins on the date of Plan purchase. Coverage includes on-site labor for eligible water heater Products. Parts are not covered under this Plan, except in the event of a Power Surge. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For Fitness Equipment, Major Appliances, furniture, mattresses (excluding box springs), adjustable beds, and PRO Protection Plans (for Major Appliances),** the Plan Coverage Period begins on the date that You purchased the Product, or on the date Your Product was delivered or installed, whichever is later. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For As-Is Appliances,** the Plan Coverage Period begins on the date that You purchased the Plan, or on the date Your Product was delivered or installed, whichever is later. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

If Your Plan includes Accidental Damage Coverage, this benefit starts after the expiration of the manufacturer's warranty period for food and beverage spills (if applicable), or on the date that You purchased the Plan, and ends at the expiration of the Plan as noted in this section or after a maximum period of five (5) years (10 years for mattresses), whichever comes first. Other benefits begin from the date You purchase the Product. See Section 5 for more details about these benefits.

If Your Plan is eligible for a 30% Reimbursement for No Service Claims, You can claim it within sixty (60) days after Your Plan Coverage Period ends. All benefits other than 30% Reimbursement for No Service Claims and Re-installation Labor Coverage end at the expiration of the Plan.

We reserve the right to deny coverage for any property that We do not approve as Product. In addition, We may disapprove enrollment in this Plan for any reason.

Should We disapprove coverage, We will notify You within thirty (30) days of Your enrollment and refund any applicable Price collected.

#### **4. What is covered under my Plan?**

**For Products where service is available** from the Plan Administrator, Your Product will be restored to normal operating condition after a Covered Failure or Accidental Damage Coverage (when applicable to Your Product type) during the Plan Coverage Period. Unless otherwise specified, Your Plan covers all labor and/or parts costs necessary to repair Your Product. Genuine manufacturer's parts will be used whenever possible; however, non-original manufacturer's and re-manufactured parts may also be used. **For Products where service is not available** from the Plan Administrator, Your Plan provides a one-time Payment for the Retail Cost of the Product including sales tax if the Product has failed due to a Covered Failure or Accidental Damage Coverage (when applicable to Your Product type) during the Plan Coverage Period, at which point Your Plan is deemed fully satisfied and the coverage provided under Your Plan will not be transferable to any replacement product. **The Plan Administrator determines if service is available** based on availability of authorized service providers, limitation of liability, and other incidental factors which may lead to the decision to offer Payment instead of service. For Gensets, travel costs for servicer are limited to 150 mile round-trip per failure.

#### **5. What other benefits are available with my Plan?**

This Plan provides additional benefits which vary by Product type, available from date of Plan purchase as described below in this section. To claim these benefits, You must contact the Plan Administrator. **These additional benefits are not available for As-Is Appliances.**

**50% Reimbursement on Cosmetic Parts:** Subject to the requirements noted above, You can request a 50% Payment of the cost and sales tax for cosmetic parts for Major Appliances listed below for Your Product that are purchased on or after the date You purchased Your Plan. The Payment for cosmetic parts is limited to \$100 Payment for each twelve (12) month period during the Plan Coverage Period, starting on the date of Your Plan purchase. To qualify, cosmetic parts must be purchased from Lowe's or one of its subsidiaries, Lowes.com, or through ApplianceParts.Lowes.com. Cosmetic parts for Major Appliances include: Bins, shelves, panels, handles, knobs, drip pans, oven racks, dishwasher racks, and trim kits.. The PRO Protection Plans are not eligible for the 50% Reimbursement on Cosmetic Parts.

**30% Reimbursement for No Service Claims:** For Major Appliances, smart home appliances, mowers (riding mowers, zero-turn, and push lawnmowers), snow blowers and snow throwers, upon expiration of Your Plan, and after You contact the Plan Administrator, We will provide Payment to You for 30% of the Price of Your Plan if You have not made a service claim. You must contact the Plan Administrator within sixty (60) days of the end of the Plan Coverage Period to claim this benefit. The PRO Protection Plans are not eligible for the 30% Reimbursement for No Service Claims.

**50% Reimbursement on Performance and Care Items:** You should maintain Your Product(s) per the manufacturer's instructions, to help extend the life of Your Product(s) and save You time and money. From the date You purchase Your Plan, You may request a 50% Payment of the purchase price and sales tax on the performance and care items that help with preventative maintenance for Your Product that are purchased on or after the date You purchased the Plan. The Payment is limited to \$100 for each twelve (12) month period during the Plan Coverage Period, starting on the date of Your Plan purchase. To qualify, performance and care items must be purchased from Lowe's or one of its subsidiaries, Lowes.com, or through ApplianceParts.Lowes.com and must be approved by Lowe's for maintenance for Your Product. Sample approved performance and care items are listed below. For a complete list of approved parts, please visit [lowesprotect.com/care-items](https://www.lowesprotect.com/care-items). Parts that are not purchased from Lowe's or one of its subsidiaries or that

are not approved for reimbursement will receive Payment at the sole discretion of the Plan Administrator. In order to obtain Payment, 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 Payment. 50% Reimbursement on Performance and Care Items does not affect Your eligibility for 30% Reimbursement for No Service Claims. The PRO Protection Plans are not eligible for 50% Reimbursement on Performance and Care Items.

See sample preventative maintenance parts listed below:

**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 for coffee makers, vacuum bags, vacuum belts, vacuum filters.

**Outdoor Power 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 and grill sprays.

**Plumbing:** Water softener salt and filters for whole house water filtration systems.

**ORVs and UTVs:** Oil and air filters, spark plugs, and fluids.

**Annual Preventative Maintenance and Performance Check:** For Fitness Equipment, when specified on the sales receipt as "W/PM", this Plan covers one (1) on-site/in-home or remote preventative maintenance and performance check within each twelve (12) month period that this Plan is in place. To schedule, please contact the Plan Administrator.

**Annual Preventative Maintenance Reimbursement:** For utility terrain vehicles (UTVs), when specified on the sales receipt as "W/PM", You may request a reimbursement Payment of \$50 for each twelve (12) month period during the Plan Coverage Period, starting on the date of Your Plan purchase for preventative maintenance care and services for Your Product. You will be required to provide the Plan Administrator with copies of all applicable sales receipts or invoices from the service to obtain the Payment. You must contact the Plan Administrator within ninety (90) days of service to claim this benefit.

**Food Spoilage Reimbursement:** If Your Product is a refrigerator, freezer, or wine cooler and You incur a Covered Failure that results in food loss, You will be reimbursed by Payment for food spoilage up to \$300 for Major Appliance refrigerators and/or freezers, or \$100 for General Merchandise compact refrigerators and wine coolers. This amount is on each covered Product on a per-approved no cool claim. Documented proof of loss is required. This benefit starts on the date of Your Plan purchase. The PRO Protection Plan for Commercial Use is not eligible for this benefit. You must contact the Plan Administrator to request reimbursement.

**Delivery and Haul Away Reimbursement:** If You purchase this Plan for a Major Appliance, We will provide delivery and/or haul away service reimbursement for any approved claim replacement (only if the replacement Product is purchased and delivered through the Plan Seller). You will be reimbursed by Payment which is limited to \$100 per Product as a one-time payment per Plan Coverage Period. This benefit is only available to Products with no remaining manufacturer's warranty. You will be required to provide the Plan Administrator with copies of all applicable sales receipts or invoices to obtain the Payment. You must contact the Plan Administrator within sixty (60) days to claim this benefit. You are responsible for the initial haul away cost and/or any applicable delivery charges. The PRO Protection Plans are not eligible for the Delivery and Haul Away Reimbursement.

**Professional Installation Reimbursement:** For televisions over \$100, this Plan covers a one-time reimbursement Payment of \$40 for the professional installation of Your Product. You will be required to provide the Plan Administrator with copies of all applicable sales receipts or invoices from the installation to obtain the Payment. You must contact the Plan Administrator within ninety (90) days of installation to claim this benefit.

**Re-installation Labor Coverage:** For built-in Major Appliances, water softeners and water filtration systems, garbage disposals, ceiling fans, thermostats, security systems, bath fans, doorbells and garage door openers, if Your Product cannot be repaired and needs to be replaced as determined by the Plan Administrator during the Plan Coverage Period, this Plan provides reimbursement for professional re-installation labor for the replacement Product once per Plan Coverage Period for a maximum benefit Payment of up to \$500. This Coverage begins from the date of Your Plan purchase. For water heaters, 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 Protection losses), this Plan provides reimbursement for a maximum benefit payment of up to \$500 for professional re-installation labor for the

replacement product, through a Payment, to the extent not covered by the manufacturer's warranty. You will be required to provide the Plan Administrator with copies of all applicable sales receipts or invoices from the re-installation to obtain the Payment. You must contact the Plan Administrator within ninety (90) days of re-installation to claim this benefit.

**Repair Quick™ Guarantee:** For Products where service is available from the Plan Administrator during the Plan Coverage Period and service has been scheduled, if Your Product is not repaired within seven (7) days, You can receive a one-time Payment of \$50 per Plan Coverage Period. For Products eligible for repair, 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 service appointment, We start the clock ticking as of the date of the first service visit. If Your Product is not eligible for On-Site Service or Pickup, the clock starts ticking on this turnaround time once Your Product has been delivered to the pre-authorized location as directed by the Plan Administrator. This benefit is only available to Products with no remaining manufacturer's warranty. This benefit does not apply to Gensets, ORVs, UTVs, furniture, area rugs, mattresses, adjustable beds, grills, refrigerators or freezers. The PRO Protection Plans are not eligible for Repair Quick™ Guarantee. You must contact the Plan Administrator to request this benefit.

## **6. What about the Manufacturer's Warranty?**

Parts and services covered during the manufacturer's warranty period are the sole 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.

## **7. What are my 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 service providers 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 On-Site Service (in-home service); (4) the presence of an adult of legal age during the duration of service; (5) that You will provide the Plan Administrator with notice of any defect or deficiency in service within ninety (90) days of discovery; (6) that You will protect the Product(s) from any further damage; and (7) that You will follow the Product owner's manual. Additionally:

- For Gensets, ORVs and UTVs, records of manufacturer's specified service and maintenance performed may be required at the time of claim.
- For mattresses, the use of a waterproof mattress cover/protector is required.

If You provide Your mobile number or electronic address to Us or the Plan Seller as part of Your enrollment, We may electronically or via text message deliver all notices, documents and communications related to this Plan to Your electronic address. You may opt out of electronic and/or text message communications at any time.

## **8. How do I file a claim under this Plan?**

**To request service and benefits, contact us online at** [Claims.LowesProtect.com](https://Claims.LowesProtect.com) **or by phone at 1-888-77LOWES (56937).** For PRO Protection Plans, contact the Plan Administrator for service at **1-866-8-PRO-PPP (776777).** **The Plan Administrator must authorize all repairs in advance.** 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 service requests. 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.

## **9. What are the service options available for my Plan?**

**Call the Plan Administrator or go online at [Claims.LowesProtect.com](https://Claims.LowesProtect.com) to receive authorization for repairs prior to transporting or setting up service for Your Product.**

Depending on Your Product type and the service available at Your location, We will determine what service options are available and setup service using the following service options at Our discretion:

- On-Site (In-home service) – We will repair Your Product at Your location. Travel distance limitations apply.
- Pickup and/or Delivery – Your Product will be picked up and transported to and from the repair center. This option is included for outdoor power equipment with a Retail Cost of \$799 and over and other Products where available.
- Carry-In Service / Service Facility – We will either setup a service event for the repair to be performed at a Lowe's store or authorized repair center of Our choosing or arrange with You to take the Product for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for the cost of transporting Your Product to/from the repair center.
- Mail-In Service – We will send You a prepaid shipping label for You to ship the Product to an authorized repair center according to the instructions provided. Once service is complete, We will return the Product to You.
- Advanced Replacement – If We determine Your Product is eligible for the Advanced Replacement, We may require a credit card authorization or other method as security for the retail price of the replacement Product plus applicable shipping costs. We will ship a replacement Product to You with setup instructions and directions to return the claimed Product, when required. If You return the claimed Product as instructed, We will cancel the credit card authorization. If You fail to return the claimed Product as instructed or return a Product or part that is ineligible for service, We will charge the credit card for the authorized amount.

We may also provide You with cleaning or repair advice, mail You a stain removal kit that will include products to aid in the removal of unintentional stains, or mail You a kit to replace missing or broken parts when applicable.

We reserve the right to change the method by which We provide service to You, and the Product's eligibility to receive a particular method of service. We cannot guarantee that any service will result in an exact match (such as make/model, materials, or color matches) to the claimed Product. This may be due to availability or differences in dye lots, natural grains, external conditions, or other similar reasons.

#### **10. Do I need to pay anything for service?**

For claims under this Plan related to Your Product, there's no additional cost to You for covered service (unless specified) beyond what You paid for this Plan.

#### **11. What if We can't fix it?**

If We, in Our sole discretion, determine that Your Product (other than Gensets or UTVs priced over \$1000 as listed on Your sales receipt) is not repairable during the Plan Coverage Period or if service is not available for Your Product, We may issue You Payment to replace the Product not to exceed the Retail Cost of the original Product including sales tax. Upon providing You with the 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 the issuance of a Payment. The coverage provided under this Plan will not be transferable to any replacement product.

For Gensets, we may issue You Payment to replace the Product in a pro-rata amount based on the purchase date of the Genset. Upon providing You with the pro-rata 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 the issuance of a pro-rata Payment.

For UTVs, if We determine that the value of prior claims plus the value of the most recent claim, will exceed the current industry valuation (which accounts for any depreciation) of the Product immediately prior to the most recent breakdown, We may issue You Payment to replace the Product which equals the value of the UTV as determined by current industry valuation (which accounts for any depreciation), less the value of any previously paid repair claims (not to include ancillary benefit claims), not to exceed the Aggregate Limit. Upon providing You with the calculated Payment for the Product, the 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 the issuance of this Payment.

**Fix It or Replace It:** If You have three (3) covered service repairs completed on three (3) separate occasions (separated by thirty (30) days) during the Plan Coverage Period, and Your Product requires a fourth (4th) repair, as determined by Us, We will issue You a Payment to replace the Product, not to exceed the Retail Cost of the original Product including sales tax. Service repairs performed under the manufacturer's warranty are not eligible for this benefit. You may be required to submit Your service receipts to fulfill a claim under this benefit. This benefit is not available for Gensets, ORVs, or UTVs. A covered service repair does not include: consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, any rechargeable batteries, a no fault found diagnosis and repairs done outside the continental USA, Alaska or Hawaii.

## **12. What's not covered?**

This Plan does not cover any of the following:

- a. **Failures or damage caused by improper installation or assembly, failures from non-OEM transfer switches, the use of improper cleaning methods or cleaning products (outside of the manufacturer's recommendation), or relocating a non-portable Product from one location to another.**
- b. **Failures or damage caused by:**
  - i. **Misuse, reckless, excessive or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;**
  - ii. **Spilled liquids (unless specified) or exposure to environmental or weather conditions outside of the manufacturer's guidelines;**
  - iii. **Rust or corrosion;**
  - iv. **An improper electrical/power supply;**
  - v. **Insect infestation/vermin;**
  - vi. **Leaking Product battery (or any other leaking substance on or within the Product);**
  - vii. **Starting batteries for Gensets; or**
  - viii. **Acts of God, other external causes such as fire or other force majeure.**
- c. **Operating the Product outside the permitted or intended use as described by the manufacturer. A Product with an altered, defaced, or removed serial number or VIN. Or, a Product modified to alter its functionality or capability including removing, bypassing, disabling or altering safety features.**
- d. **A Product or its consumer-replaceable parts (including remotes, batteries, bags, belts, etc.) that are lost, stolen or accidentally damaged (unless specified on Your sales receipt).**
- e. **Consumer requested alignments and preventative maintenance costs, bulb replacements, cleanings, etc. (unless otherwise specified).**
- f. **Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily fluids).**
- g. **Failure or damage caused by third-parties such as plumbers, painters, or other unauthorized service or maintenance providers; or any fees related to third-party contracts.**
- h. **Cosmetic damage (unless specified), including, but not limited to, scratches, dents, or housing cracks that do not otherwise affect the functionality of a Product.**
- i. **Pre-existing conditions known by You that occurred prior to the Plan Coverage Period or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.**
- j. **Products sold "as-is" or those that are not sold with a manufacturer's or seller's warranty (unless You purchased an As-Is Appliance).**
- k. **No problem found diagnosis or issues that could be resolved with a software upgrade.**
- l. **Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.**
- m. **Any services that occur in a threatening and unsafe environment for On-Site Service (in-home service).**
- n. **Any liability or damage to property, or injury or death to any person arising from the operation, maintenance, or use of the product. Any liability for damage arising from delays or any special, indirect, consequential, or incidental damages due to a claim event. This includes but is not limited to loss of use, loss of business, loss of profits, loss of data or down time from delays in repair and charges for time and effort.**
- o. **Seized or damaged parts or expenses 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.**
- p. **Any claim incurred outside of the Plan Coverage Period.**

- q. Service or replacement outside the continental USA, Alaska or Hawaii.
- r. Consumables and other non-functional parts that do not affect the mechanical or electrical function of the Product (unless specified).
- s. Products not associated with this Plan as well as any repair or replacement costs associated with aftermarket installations or modifications and accessories used in conjunction with the Product.
- t. Where re-installation coverage is applicable to Your Product, costs outside of labor, such as additional licensing, permits, or other parts required by local, county, or state regulation.
- u. Products used for commercial purposes (multi-user organizations), public rental, or communal use in multi-family housing. This exclusion does not apply to the PRO Protection Plan for Commercial Use or to PRO customers when the Plan is purchased for a General Merchandise Product.
- v. Any other act or result not described in Section 1.
- w. Genset brown-outs caused by trying to draw more power than the Genset is capable of producing; Damage to any household item or electrical item using power produced during a public utility outage in which the Genset is the sole power provider, regardless of any other stated coverages.
- x. For consumer electronics and fitness equipment (in addition to the items above):
  - i. The setup, installation, removal, disposal, or any data restoration of a Product unless specified.
  - ii. Damage related to a virus or any other type of malware.
  - iii. Damage to Your data, either inputted, stored on, connected to, or processed by the Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, tokens, currency, and/or games.
  - iv. Support for software other than the native software or any manufacturer-branded software designated as “beta”, “prerelease,” or “preview”; third party applications and their interaction with a Product; or server-based applications.
  - v. Replaceable components or non-functional parts that do not affect the mechanical or electrical function of the Product (unless specified) or the improper removal or installation of replaceable components such as, modules, parts or peripherals.
  - vi. Pixel-related failures and other issues related to burned-in images that fit within Product design specifications where the Product’s functionality is not materially altered.
- y. For appliances and hot water heaters (in addition to the items above):
  - i. Failures caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Failures due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
  - ii. Parts required for the installation or reinstallation of the Product.
  - iii. For water heaters, parts are excluded except in the event of a Power Surge.
- z. For furniture, area rugs, adjustable beds, and mattresses (in addition to the items above):
  - i. Fabrics or other materials that cannot be cleaned through traditional means. These include but are not limited to silk, dry clean only, non-colorfast, suede or nubuck leather, and code X fabric.
  - ii. Odors and damage outside of the Plan’s coverage including damage caused by pets, rodents or other wildlife, insects, , smoke, paints/dyes, bleaches, flooding, rust, , mold or mildew.
  - iii. Any damage that occurs during assembly of the Product after delivery.
  - iv. Stains that occur prior to or during delivery or stain build-up caused by accumulation or reoccurring stain events.
  - v. Natural flaws or material inconsistencies (ex. wood, leather, or fabric), inherent design defects, or microfiber delamination.
  - vi. Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics. Color loss, non-stain related discoloration, fading or loss of resiliency.
  - vii. Accessory pillows, throws, or blankets.
  - viii. Separation of seams along mattress seam lines.
  - ix. Any damage to box springs. Box Springs are not covered under this Plan.
- aa. For ORVs and UTVs (in addition to the items above):
  - i. Repairs or replacements to any part that has not suffered a mechanical breakdown, or for repair costs not necessary to correct a mechanical breakdown,
  - ii. Failures or damage resulting from faulty or negligent repair work or from the installation of defective parts; or damage caused to or by a non-covered part.
  - iii. Retrofitting or replacement due to obsolete, discontinued or unavailability of parts.
  - iv. Repair costs or expenses if the unit has been used for commercial purposes, racing or competitive use, or demonstration, or failures from any performance related modifications, as determined by Us.

- v. **Repair costs to raise compression or correct oil consumption including, but not limited to, worn rings, worn, tuliped, dished, suck, carboned or burned valves; repairs to parts that have not suffered a breakdown or where the wear on the part has not exceeded the published field tolerance allowed by the manufacturer.**
- vi. **Repairs to tires, chains/belts, rubber or other material composition hoses, sealed beams, emission components, front drive sprockets and/or centrifugal clutch assembly, rear sprockets, chrome finish on exhaust or other parts, glass, metal, or plastic trim, lenses, or upholstery.**
- vii. **Adjustments, alignments, rattles, tune up, charges for shop supplies, freight charges or hazardous waste removal and storage.**
- viii. **Repairs resulting from road hazards, submersion, water or dirt ingestion, collision or falling objects.**
- ix. **Loss resulting from faulty or negligent repair work or from the installation of defective parts.**
- x. **Electrolysis, reverse polarity, loosening or stripping of external fasteners or bolts.**
- xi. **Repairs to paint, including those as a result of fading.**
- xii. **Damage caused by lean mixtures, detonation, pre-ignition, carbon, coking, or sludge.**
- xiii. **Towing or any transportation fees to or from the repair provider.**

### **13. Are there Limitations of Liability associated with my Plan?**

For all items other than UTVs 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 for the original Product including sales tax. If the total of any and all authorized repairs, parts, and other coverage and benefits (e.g., Food Spoilage Reimbursement, Reimbursement on Performance and Care Items, Power Surge Protection, etc.) exceeds the Retail Cost for the Product including sales tax, 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 are fully satisfied by Us. The total liability for repairs will not exceed the Retail Cost for the Product plus sales tax.

Should We choose to replace your claimed Product (other than Gensets and UTVs), We will not deduct any claims incurred from the Retail Cost You paid.

For UTV's, for any single claim: Our liability with respect to any one claim is limited to the cost to repair or replace any covered parts at prevailing retail labor rates, using parts of like kind and quality, which may include serviceable used parts or remanufactured parts, as customarily used in the industry. Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the breakdown.

Aggregate Limit:

For UTVs, Our liability with respect to the total of all benefits paid or payable while this Plan is in force shall not exceed the current industry valuation (which accounts for any depreciation) of the unit immediately prior to the most recent breakdown.

For Gensets, up to \$1,000 coverage of electrical service panels that have failures related to Genset installation. The \$1,000 is an aggregate total for the life of the agreement.

### **14. Can I cancel this Plan?**

You may cancel Your Plan at any time. To cancel during the first thirty (30) days, you may either return the Plan to the Plan Seller or contact the Plan Administrator or by emailing [claims.lowesprotect.com](mailto:claims.lowesprotect.com). After the first (30) days, You may cancel by contacting the Plan Administrator or by emailing [claims.lowesprotect.com](mailto:claims.lowesprotect.com). At time of cancellation, You must provide Your Plan number, Your phone number, and Product information specific to Your Plan. If You cancel Your Plan within ninety (90) days of purchase, You will receive a refund in the amount of 100% of the Price. If You cancel Your Plan after ninety (90) days from the date of purchase, You will receive a pro rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. For cancellation of Plans containing multiple Products, You will receive a pro rata refund of the Price of the entire Plan less the total actual cost of any services or benefits received. 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 total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received under the Plan. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date of cancellation and the reason for cancellation. We reserve the right to cancel this Plan at any time and without prior written notice in the event of fraud, non-payment, material misrepresentation by You, or a substantial breach of duties by You relating to the covered Product or its use.

## **15. What if I need to move or sell my Product?**

From the date of Your Plan purchase, through Your Plan Coverage Period, You can transfer this Plan if You sell or give away the Product. Contact the Plan Administrator with the new owner's contact information, the Plan reference number and date of transfer.

If You move Your Product(s) (excluding water heaters) to a new location within the continental USA, Alaska and Hawaii, You can change Your service address by contacting the Plan Administrator.

## **16. Can I renew this Plan?**

No party is obligated to renew this Plan beyond the expiration date of the Plan Coverage Period. 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.

## **17. Is anything else available to me under this Plan?**

During the Plan Coverage Period, We may provide You with other limited benefits, including, but not limited to, a limited period of access to technical support resources and tools (which may include access to mobile applications) for Fitness Equipment, smart products, and smart appliances ("Lowe's TechConnect™", or "Technical Support") from date of Plan purchase. Technical Support includes assistance with setup, configuration, troubleshooting, and reset/recovery (except for data recovery) of smart products and smart appliances (as applicable), but does not supersede the manufacturer's warranty obligations, and is not considered a service repair under this Plan. Technical Support is only available for products used in a residential dwelling for personal use and is not available for all Products. Other limited benefits may include alternative servicing options, claims management tools, and other support services.

We may offer discounts and also promotions from time-to-time under this Plan valued up to the limits regulated under state law.

## **18. What other important information do I need to know?**

### **Arbitration**

#### **READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

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 Expedited Procedures of the Consumer Arbitration Rules ("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 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, 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 arbitration provision means that You give up Your right to go to court on any claim covered by this provision. 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 Contract 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.

### **Changes**

The Plan originally issued to You will remain in effect throughout Your Plan Coverage Period. If We adopt any revision which broadens the coverage under this Plan without additional payment from You within sixty (60) days prior to, or during the Plan Coverage Period, the broadened coverage will immediately apply to this Plan.

## Insurance

The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Plan, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244.

### **19. Are there requirements specific to my state?**

The following state specific requirements are added to and become part of Your Plan and supersede any other provisions to the contrary:

The purchase of this Plan is not required to obtain financing or to purchase property or goods.

**AL, AR, CO, GA, MA, ME, MN, MO, NJ, NM, NV, NY, SC, WA, WI, and WY Residents only:** If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and no claim has been made, this Plan will be void and You will be refunded the full Plan Price including applicable sales tax.

**AL, AR, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NY, SC, TX, WI, and WY Residents only:** A 10% penalty per month (or portion thereof) and any accrued penalties will be added to any refund that is not paid or credited within forty-five (45) days thirty (30) days in NY and WA after cancellation.

**MD, VT Residents only:** If You cancel this Plan within the first twenty (20) days after receipt, and no service events have been paid, this Plan is void and We will issue a full refund including applicable sales tax.

**AL, AR, CO, DC, HI, MA, ME, MT, NJ, TX, SC and WY Residents only:** If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least five (5) days ten (10) days in WY and fifteen (15) days in AR, ME, NY, and SC prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

**AL, AR, ME, MO, NY, OR, SC, UT, VT and WA Residents only:** If an emergency occurs which requires a repair to be made at a time when the Plan Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Plan Administrator for claims instructions during normal business hours immediately following the emergency repairs.

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

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

**AZ Residents only:** Any and all defects that existed and were known by You prior to the effective date of this Plan, are excluded except if such conditions were known or should reasonably have been known by us or Our subcontractors. 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 failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Plan due to misrepresentation either by Us or any person selling the Plan on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include fraudulent or unlawful acts arising out of or relating to this Plan or use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs. Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a service company issuing an approved service contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499 or difi.az.gov.

**CA Residents only:** The Plan Administrator is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-888-775-6937 or for PRO Protection Plans 1-866-877-6777. If You cancel within the first sixty (60) days and no claim has been made, You will receive a refund of 100% of the Price. If You cancel after the first sixty (60) days or if a claim was made during the first sixty (60) days, You will receive a pro rata refund of the Price, less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. You may cancel this Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. 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, Consumer Information Division, 4244 S. Market Ct., Suite D, Sacramento, CA 95834, or You may visit their website at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov). **Form ID in California: ELPP00017S-0524 v2-0624**

**CT Residents only:** If Your term of coverage is less than one (1) year, Your Plan will be automatically extended by the duration that the Product is withheld from You while being repaired. You may cancel if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes regarding this Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, 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.

**FL Residents only:** The rate charged for the Plan is not subject to regulation by the Florida Office of Insurance Regulation. 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:** If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases. **(u) 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).** If You cancel this Plan within twenty (20) days of mailing or ten (10) days of delivery, and a claim has been made, You will receive a full refund less any claims paid. If You cancel this Plan after twenty (20) days of mailing or ten (10) days of delivery, you will receive a pro-rata refund less any claims paid. We may cancel this Plan only for fraud, material misrepresentation, or non-payment of the Plan Price.

**HI Residents only:** You may cancel this Plan within thirty (30) days of mailing or twenty (20) days of delivery.

**MD Residents only:** This Plan is extended automatically when We fail to perform the services under this Plan. This Plan will not terminate until services are provided in accordance with the terms of the Plan. If We breach any of Our duties under this Plan, You may file an action in any court of competent jurisdiction.

**MN Residents only:** If We cancel this Plan, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least fifteen (15) days prior to the cancellation date. We will provide five (5) days written notice if the reason for cancellation is non-payment of the Price, material misrepresentation, or a substantial breach of duties relating to the Product or its use. Any Arbitration will take place in the state where You reside or at any other place agreed to in writing and the Plan Provider.

**NC Residents only:** We reserve the right to cancel for non-payment of Price or for direct violation of the Plan by You.

**NH Residents only:** If You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. **Any or all loss or damage that occur prior to the effective date of this plan will not be covered.** Any arbitration proceeding is subject to RSA 542.

**NM Residents only:** If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. If a refund is not paid or credited within sixty (60) days after cancellation, We will pay You 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. If You cancel Your Plan after thirty (30) days from the date of purchase, You will receive 100% of the unearned pro rata refund of the Price less the total actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. For cancellation of Plans containing multiple Products, You will receive 100% of the unearned pro rata refund of the Price of the entire Plan less the total actual cost of any services or benefits received. We may not cancel this Plan once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except for the following conditions: failure to pay the Plan Price; conviction of a crime which results in an increase in the service required under the Plan; fraud

or material misrepresentation in purchasing the Plan or obtaining service; or the discovery of an act or omission, or a violation of any condition of the plan which substantially and materially increases the service required under the Plan.

**NV Residents only:** For all plans, the Plan Coverage Period continues for the length of time purchased by You as indicated on Your sales receipt.

**For Consumer Electronics, area rugs, ORVs, UTVs, Generators, and General Merchandise Plans for Products other than water heaters, THE PLAN COVERAGE PERIOD BEGINS AFTER THE PRODUCT MANUFACTURER'S LABOR WARRANTY ENDS;** if no labor warranty is provided by the manufacturer, the Plan Coverage Period begins after the manufacturer's limited warranty ends; if no manufacturer's limited warranty is provided, then the Plan Coverage Period begins on the date that You purchased the Product. Generators are not covered for power surge. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For General Merchandise Plans for water heaters, if the manufacturer provides a labor warranty, THE PLAN COVERAGE PERIOD BEGINS AFTER THE MANUFACTURER'S LABOR WARRANTY ENDS;** if the manufacturer does not provide a labor warranty, the Plan Coverage Period begins on the date of Plan purchase. Coverage includes on-site labor for eligible water heater Products. Parts are not covered under this Plan, except in the event of a Power Surge. For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For Fitness Equipment, Major Appliances, furniture, mattresses (excluding box springs), adjustable beds, and PRO Protection Plans (for Major Appliances), THE PLAN COVERAGE PERIOD BEGINS ON THE DATE THAT YOU PURCHASED THE PRODUCT, OR ON THE DATE YOUR PRODUCT WAS DELIVERED OR INSTALLED, WHICHEVER IS LATER.** For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

**For As-Is Appliances, THE PLAN COVERAGE PERIOD BEGINS ON THE DATE THAT YOU PURCHASED THE PLAN, OR ON THE DATE YOUR PRODUCT WAS DELIVERED OR INSTALLED, WHICHEVER IS LATER.** For delays in delivery or installation, please call the Plan Administrator once the Product is delivered or installed.

If You are not satisfied with the manner in which We are handling Your claim on this Plan, You may contact the Nevada Division of Insurance at (888) 872-3234. If a refund is not paid or credited within forty-five (45) days after cancellation, We will pay You 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. If You have an emergency which involves the loss of heating or cooling to Your covered Product and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty-four (24) hours after the report of Your claim and will be completed as soon as reasonably practicable thereafter. If We determine that the repairs cannot be practically completed within three (3) calendar days after the report of the claim, We will provide a status report to You at Your last known address and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov](mailto:pcinsinfo@doi.nv.gov) no later than three (3) calendar days after the report of the claim. This Plan will not cover any unauthorized or non-manufacturer recommended modifications to the covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the covered Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Plan will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Plan. We may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: non-payment of this Plan; the conviction of a crime which results in an increase in the service required under this Plan; fraud or material misrepresentation in purchasing this Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of this Plan which substantially and materially increases the service required under this Plan; or a material change in the nature or extent of the service required which occurs after the purchase of this Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We Cancel, You will receive a refund for any unearned pro rata Plan Price. No claims paid or services provided will be deducted from any refund issued.

**OK Residents only:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma License Number 44199246. **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.** Disputes under this Plan shall be subject to mandatory, non-binding arbitration. 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 Expedited Procedures of the Consumer Arbitration Rules ("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 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). **WE** will advance to **YOU** all or part of the fees of the AAA and of the arbitrator. Unless **YOU** and **WE** agree otherwise, 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 arbitration provision means that **YOU** give up **YOUR** right to go to court on any **CLAIM** covered by this provision. **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:** In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467. **Payment** means a merchandise credit or store credit with the Plan Seller.

**TX Residents only:** In the event any covered service is not provided by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. If You have complaints or questions regarding this Plan, 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). The Administrator Registration Number for Federal Warranty Service Corporation is 269.

**UT Residents only:** The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Plan, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: P.O. Box 105689, Atlanta, GA 30348-5689, or call the toll-free number at 1-800-852-2244. 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. We may cancel this Plan during the first sixty (60) days for any reason or after sixty (60) days for the following reasons only: non-payment of the Plan Price; material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or substantial breach of contractual duties, conditions, or warranties. We will provide prior written notice at least ten (10) days for non-payment of the Plan Price.

**VA Residents only:** If any promise made in the Plan 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.

**WA Residents only:** The obligations under this Plan are backed by the full faith and credit of the Plan Provider. 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.

**WI Residents only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. The You will be made whole before We retain any amounts that may be recovered.: You will be provided with a written notice at least five (5) days prior to cancellation at Your last known address, if we cancel for material misrepresentation to Us or the Administrator, or a substantial breach of duties relating to the Product or its use. If this Plan

was inadvertently sold to You on a Product(s), which was not intended to be covered by this Plan, We will cancel this Plan and return the full Plan Price to You. In the event of a total loss of property covered by this Plan that is not covered by a replacement product pursuant to the terms of the Plan, You shall be entitled to cancel the Plan and receive a refund of the pro rata Price, less any claims paid.