

## Terms and Conditions

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

### 1. Definitions.

**Contract** means these terms and conditions and the Schedule Page.

**Schedule Page** means the reverse side of these terms and conditions.

**Obligor** means Federal Warranty Service Corporation in all states except FL where **UNITED SERVICE PROTECTION, INC.** is the Obligor, and OK where Assurant Service Protection, Inc. is the Obligor. The address and phone number for each Obligor is [P.O. Box 105689, Atlanta, GA 30348-5689], [(770) 763-1000].

**Administrator** means Federal Warranty Service Corporation, in all states except FL where **UNITED SERVICE PROTECTION, INC.** is the Administrator and OK where Assurant Service Protection, Inc. is the Administrator. The address and phone number for each Administrator is [P.O. Box 100, Rapid City, SD 57709], [(800) 626-2224].

**Product** means an item used for normal, single family, household use and listed on the Schedule Page as covered under this Contract.

**We, Us, & Our** mean the Obligor.

**You & Your** mean the owner of the Product and this Contract.

### 2. Product Coverage Eligibility.

**New Coverage:** Major Appliances & Home Appliances up to 15 years old; Major Electronics up to 10 years old.

**Renewal Coverage:** Major Appliances up to 20 years old; Home Appliances up to 15 years old; Major Electronics up to 10 years old.

**3. Product Coverage.** This Contract pays for the labor and parts costs to repair Your Product for problems due to functional part failures. We may use non-original manufacturer parts or re-manufactured parts for the repair. The Schedule Page shows Your Product coverage. We also cover food spoilage from the covered failure of Your refrigerator or freezer up to \$100 per appliance over the life of this Contract with proof of loss, and one replacement of Your original remote control with one of comparable functionality.

**4. Deductible.** You will pay the deductible listed on the Schedule Page to Our servicer for each service call per Product. You will not be responsible for deductible charges on repeat service calls completed within 30 days of the original service event for the same issue. Failure to pay the deductible when due may result in the suspension of service.

**5. Coverage Period.** Your coverage term is on the Schedule Page. If a labor end date is not shown, coverage will renew on a monthly basis unless canceled by You. However, We are not obligated to renew this Contract.

### 6. Service Location.

**In-home Service** – We will service the Product at the address on the Schedule Page. The Product must be easily accessible to the servicer and removal of the Product for servicing must not require more than one person for safe removal, the use of special equipment, or tools such as ladders, lift trucks or scaffolding. If Your Product must be repaired elsewhere, pick-up and return expenses are covered.

**Carry-in/Mail-in Service** – You are responsible for delivering Your Product to and from the authorized repair center. Reasonable mail-in expenses to and from the service location are covered.

**7. For Service.** Call the telephone number on the Schedule Page. Service will be available during regular working hours. If Administrator cannot find a servicer, after You provide Administrator with a written estimate for repair, You may be authorized to obtain service from a servicer near You.

**8. Contract Transfer.** You can assign Your Contract to another person by writing to Administrator at the address on the Schedule Page and sending a \$10 check.

### 9. Contract Cancellation.

**Cancellation by You** – Notify Administrator in writing at the address on the Schedule Page. If We receive Your Contract and cancellation notice within 30 days of the Contract **purchase date**, We will refund You the full Contract price. If We receive Your Contract and cancellation notice 30 days after the **purchase date** but before the **effective date**, We will refund You the full Contract price, less an administrative fee of 10% of the Contract price or \$25, whichever is less. If We receive Your Contract and cancellation notice after the **effective date**, We will refund You 100% of the unearned pro-rata Contract price, less any claims paid, less an administrative fee of 10% of the pro-rata Contract price or \$25, whichever is less.

**Cancellation by Administrator** – If Administrator cancels the Contract 30 days after the purchase date for any reason, Your refund will be based on 100% of the unearned pro-rata Contract price.

### 10. Contract Limitations.

**Limitation of Liability** – To the extent permitted by applicable law, the liability of the Obligor, Administrator and Insurer, if any, for any allegedly defective Product or part shall be limited to repair or replacement of the Product or part and shall not exceed the purchase price of a comparable replacement Product or part.

**Home Appliance (HVAC) Limitation** – Liability under this Contract shall not exceed \$1,000.

THE PROVISIONS OF THIS CONTRACT ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCT(S) COVERED BY THIS CONTRACT. ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

**LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF THE MANUFACTURER'S WARRANTY OVERLAPS WITH THIS CONTRACT COVERAGE, THIS CONTRACT EXCLUDES ANY COVERAGE PROVIDED UNDER THE MANUFACTURER'S WARRANTY. HOWEVER, IF IT OVERLAPS, THIS CONTRACT FILLS GAPS IN AND/OR ADDS BENEFITS TO THE MANUFACTURER'S WARRANTY.**

**Non-Repairable Products** – If Administrator determines that a Product cannot be repaired or the repair is not cost effective, Administrator may either replace the Product with one of like kind, quality, and function, or provide You with an amount equal to the depreciated value based on the Product age. To view the depreciation schedule go to [www.serviceprotectionadvantage.com](http://www.serviceprotectionadvantage.com).

**Fulfillment** – Provision of depreciated value or product replacement will fulfill Our obligations on Your Product.

**Product Recovery** – The unrepaired Product will become the property of Administrator if Administrator elects to recover the Product at its own expense. If Administrator does not recover the Product, You must dispose of it in compliance with law.

**11. Your Promises and Assurances.** You promise to: (1) fully cooperate with Administrator and servicer during diagnosis and repair of the Product; (2) provide a non-threatening and safe environment with an adult present for in-home service; (3) use the Product only for non-business purposes; (4) provide normal preventative maintenance for the Product; (5) subrogate and assign Your rights of recovery to Us if repair or replacement is provided for which the manufacturer, its agents or suppliers is legally responsible; and (6) provide written notice of any defect or deficiency in service within 90 days of discovery; (7) protect Your covered product against any further damage.

### 12. What is Not Covered.

a. any repair when You have not complied with any part of Section 11; b. products not listed on the Schedule Page; c. consumable items; d. any repair covered by a manufacturer's warranty or recall program, or initiated by the manufacturer; e. any costs associated with or damage caused by failure to follow manufacturer's recommended installation or maintenance; f. unauthorized repairs; g. cosmetic damage; h. damage or failures caused by external factors such as freezing, inadequate plumbing, wiring, power supply, power surge, rust, corrosion, smoke, infestation, negligence, abuse, misuse, acts of God, leaking batteries, display markings, problems with phone lines; i. service delays due to Acts of God, war or other causes beyond Our control; j. defects that existed prior to this Contract purchase; k. service outside the continental USA and Hawaii; l. water filtration systems if water is microbiologically unsafe or of unknown quality without adequate disinfection; m. loss or damage to recording media, software or data, computer viruses, software defects or software generated problems; n. shipping damage due to inadequate packaging by You; o. upgraded, retrofit, or unapproved components; p. TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect overall viewing such as missing pixels, intermittent pixels, or wrong color pixels; q. TV stands or wall mounts; r. removal or re-installation of Products; s. upgrades to comply with regulatory laws; t. HVAC Products located on a rooftop; u. duct work, refrigerant lines, drain lines, or evaporation/condenser coils if rusted or corroded; v. water heater holding or storage tanks, solar water heaters; w. faucets, fixtures, main water lines, valves, foreign plumbing parts, stoppages, water leaks on exposed plumbing exterior to the home; x. repair or replacement of main breaker or busbars, underground or in-the-wall wiring.

### 13. Arbitration. Read the following arbitration provision carefully. It limits certain of Your 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 Commercial 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, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. 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 impeached or struck.

### 14. State Regulations – Will control if inconsistent with any other terms and provisions: