

After

Product Protection

Sample Terms & Conditions

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After

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SERVICE CONTRACT CONFIRMATION PAGE

This Confirmation Page is part of Your Service Contract. It contains important information. Please read the entire contract carefully.

Contract Number:	{xxxxx}
Contract Holder:	{Name}
Address:	{Address City, State Zip}
Contract Start Date:	{xx/xx/xxxx}
Contract Term:	{xx/xx/xxxx to xx/xx/xxxx}
Service Type:	{Repair or Replacement}
Service Location:	{In-Home, Depot or Mail-In/Carry-In}
Contract Fee Due Date:	{\$xx.xx}
Contract Fee:	{\$xx.xx}
Contract Fee Grace Period:	{x}
Waiting Period:	{xx Days or None}
Service Fee:	{\$xx or None}
Product Claim Limit of Liability:	{\$xx or None}
Aggregate Claim Limit of Liability:	{\$xx or None}
Annual Claim Limit of Liability:	{\$xx or None}
Renewable:	{Yes or No}
Transferable:	{Yes or No}
Distributor:	{Dealer Name Address City, State Zip}
Contract Obligor:	Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc.(“SUA”). SUA and SPS (Oklahoma License # 44200902). SPS and SUA are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390
Contract Administrator:	After, Inc., PO Box 451, Norwalk, CT 06852-0451
Contract Insurer:	Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390
Contact Administrator At:	888-973-7166

The following are part of the Service Contract:
Service Contract Amendment(s) ***{Amendments are added based on plan and state}***

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SERVICE CONTRACT CONFIRMATION PAGE (cont.)

Contract Number: {xxxxx} Contract
Holder: {Name}

Covered Product(s) Manufacturer/Product	Model #	Eligible for Mechanical & Electrical Breakdown	Eligible for Power Surge	Service Fee	Limit of Liability
{xxxxxxxxxxxxxxxx/xxxxxxxxxxxxxxxx}	{xxxxx}	{Yes or No}	{Yes or No}	{\$xx or See Page 1}	{ \$xx or See Page 1}

Additional Benefits (as applicable to Covered Product): NA

After Product Protection

GENERAL PROVISIONS

Please keep this important terms and conditions document (“Service Contract”) in a safe place, as it will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract, including on the Confirmation Page and any Amendments, is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact Us at the toll-free number in this document.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS SERVICE CONTRACT. PLEASE READ THE TEXT UNDER THE SECTION TITLED “BINDING ARBITRATION AND CLASS ACTION WAIVER” CAREFULLY.

DEFINITIONS:

<p>“Claim”: a demand for service or payment in accordance with this Service Contract.</p> <p>“Contract Fee”: means the payment amount required from the Contract Holder for coverage to remain in force under this Service Contract, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p>“Contract Term”: the period of time in which the provisions of this Service Contract are valid.</p> <p>“Covered Product(s)”: an item listed in the “COVERED PRODUCTS” section of the Confirmation Page that was purchased separately from the purchase of this Service Contract, that may or may not have any remaining coverage under the manufacturer’s original equipment warranty, and that is fully operational and not damaged as of Your Contract Start Date.</p> <p>“Distributor”: the party authorized by Us to sell this Service Contract to You. The Distributor for this Service Contract is shown on the Confirmation Page.</p> <p>“Original Purchase Price” – the amount You paid to purchase the Covered Product, excluding taxes, shipping and installation.</p>	<p>“Service Contract” includes these provision pages, the Confirmation Page and any Amendments, Your sales receipt, and indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire agreement. No representation promises or condition not contained herein shall modify these items, except as required by law.</p> <p>“Service Fee”: the amount You are required to pay, per Claim, for services under this Service Contract, as indicated on the Confirmation Page.</p> <p>“You”, “Your” and “Contract Holder”: indicates the purchaser of this Service Contract and the owner of the Covered Product(s) that are covered by this Service Contract as shown on the Confirmation Page.</p> <p>“Waiting Period”: the period of time starting on the Contract Start Date, as shown on the Confirmation Page, during which no Claims are considered for coverage under this Service Contract.</p> <p>“We”, “Us”, and “Our”: indicate the Obligor of this Service Contract as shown on the Confirmation Page, as applicable.</p> <p>“Administrator”: indicates the entity that is appointed by and/or contract by Us to render certain administrative services to You under this Service Contract as shown on the Confirmation Page, as applicable.</p>
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PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Contract, a Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page;
2. It is used in the manner for which it was intended (as specified in the manufacturer’s warranty/owner’s manual), and
3. It is fully operational and not damaged as of the Contract Start Date. We may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged.

YOUR RESPONSIBILITIES:

PRODUCT PROTECTION: If damage or breakdown of the Covered Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Covered Product’s manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Covered Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

EFFECTIVE DATE OF COVERAGE – WAITING PERIOD:

Your Contract Start Date is shown on the Confirmation Page. Your Service Contract may include a Waiting Period as shown on the Confirmation Page which may vary depending on the Covered Product and/or the coverage type. The Waiting Period starts on the Contract Start Date. You cannot submit a claim for coverage until expiration of the applicable Waiting Period.

PLAN AND RENEWABILITY:

The Plan and Renewability options of this Service Contract are indicated on the Confirmation Page and explained below.

ANNUAL OR OTHER TERM PLAN – If You purchased an Annual or Other Term Plan, You are required to pay the Contract Fee at the start of the Service Contract for the initial Contract Term as indicated on the Confirmation Page, unless We have offered You a payment plan allowing You to pay the Contract Fee monthly, or over a set number of months. If any Contract Fee due is not received by Us within The Contract Fee Grace Period shown on the Confirmation Page, this Service Contract will automatically terminate and not be eligible for reinstatement or any refund.

At the end of the initial Contract Term, and any subsequent Contract Term, We may offer you continuing coverage under our then current terms and conditions and Contract Fees. If We elect to offer You continuing coverage, We will notify You of the Contract Fee and terms and conditions of the continuing coverage at least thirty (30) days prior to the end of the current Contract Term. Each Contract Term will be treated as a separate Contract Term and You will be provided new Confirmation Pages reflecting the new term and any contract changes. If We offer You continuing coverage and You do not notify us of Your choice to cancel coverage before the end of the current Contract Term, We will automatically renew Your contract for the additional Contract Term and the Contract Fee will be due. We must receive any Contract Fee due by the end of the Contract Fee Grace Period shown on the Confirmation Page or Your contract will automatically terminate. You agree that any provisions required by law to be continued herein for renewal purposes are deemed incorporated herein for renewal purposes. If the renewal requirements have not been met, this Service Contract will end at the end of the then current Contract Term and We will have no further obligations to You.

If You submit a Claim during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Contract, at Our sole discretion.

WHAT IS COVERED:

This Contract may provide coverage for:

1. **Mechanical or Electrical Breakdown** - failure of a Covered Product to perform its intended function due to failure or breakdown of mechanical or electrical components, including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Product. Mechanical or Electrical Breakdown is only provided on those Covered Products indicated on the Confirmation Page.
2. **Power Surge** - damage to a Covered Product resulting from an oversupply of voltage to Your Covered Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Product to a power supply. For major appliances such as refrigerators, freezers, washing machines, clothes dryers, dishwashers, ranges, cooktops, ovens and microwave ovens the use of an approved surge protector is not required in order to receive benefits under this Power Surge coverage. This covers only damage to the Covered Product. Power Surge is only provided on those Covered Products indicated on the Confirmation Page.
3. **Additional Benefits** – benefits shown on the Confirmation Page or in any attached Service Contract Amendments.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED” AND MANUFACTURERS WARRANTY: Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under the manufacturer’s warranty is the sole responsibility of the manufacturer and will not be considered under this Contract, even if you fail to report it to the manufacturer or if the manufacturer fails to provide coverage. This Service Contract provides additional benefits during the manufacturer’s warranty term. If a Covered Product is still within any portion of the manufacturer’s warranty You should look first to the manufacturer’s warranty for coverage and then to this Service Contract for coverages not provided by the manufacturer if provided in this Service Contract

IF YOU NEED TO FILE A CLAIM:

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the product is covered under this Service Contract. In order for a Claim to be considered, the Administrator must be contacted first for claim approval.

Your Confirmation Page shows how to reach the Administrator if You need to file a claim. Have Your Contract Number available. A customer service representative will be available 24 hours a day, 7 days a week. Explain the problem Your Covered Product is experiencing. Provide the Administrator any additional information and documentation they may need to validate the Claim. The Administrator may perform a telephone diagnosis of the failure. The Administrator may also require you submit pictures as further documentation. You may also be required to submit Your sales receipt for the Covered Product for which a claim is under review. After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Covered Product. The Administrator will not reimburse You for services performed without Our prior approval.

SERVICE FEE: You may be required to pay a Service Fee per Claim for covered services. The amount of any Service Fee is shown on the Confirmation Page. The Administrator may collect the Service Fee at the time the Administrator authorize services, or You may be required to pay the Service Fee to the service technician, at Our sole discretion.

SERVICE TYPE: In the event of a covered Claim this Contract provides, as indicated on the Confirmation Page, for either:

1. **Repair - labor and/or parts necessary to repair the Covered Product.** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Product. If We determine Your original Covered Product cannot be repaired, We may, at Our sole discretion, (a) replace the original Covered Product with a new or refurbished product having similar features and functionality, or (b) provide compensation in the form of a check, voucher or gift card, in an amount equal to the lesser of (i) the cost of a new or refurbished product having similar features and functionality, or (ii) the Limit of Liability shown on the Confirmation Page.
2. **Replacement - a replacement of the originally Covered Product.** We will replace your Covered Product one (1) time if required due to mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer’s specifications. The Covered Product will be replaced with a product of like kind and quality, with a cost not to exceed the Limit of Liability shown on the Confirmation Page.

Upon replacement of a Covered Product for any reason this Contract will be fulfilled and provide no further coverage on the Covered Product replaced or the replacement product. We do not guarantee that any replacement product will be of the same color or brand as Your original Covered Product, and the replacement may be new, used or refurbished, in Our sole discretion. Technological advances may result in a replacement product with a lower selling price than the original Covered Product, and no reimbursement based on any replacement product cost difference will be provided. Any and all parts or units replaced under this Service Contract become Our property in their entirety and You may be required to ship the replaced parts or units to the Administrator at Your expense.

All Service Types described above are subject to the Claim Limit of Liability section below.

SERVICE LOCATIONS: We will determine, at Our sole discretion, which place of service from those indicated below applies to Your Covered Product based on the Covered Product and the circumstances of failure, unless a specific service location is indicated on the Confirmation Page.

1. **In-Home/On-Site Service** – The Administrator will arrange for Your Covered Product to be serviced at Your location; as long as You have provided the following:
 - a. easy accessibility to the Product, as determined by Administrator or the authorized technician;
 - b. a non-threatening and safe environment, as determined by Administrator or the authorized technician; and
 - c. an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Covered Product.

In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Covered Product to a repair center designated by Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
2. **Depot Service** - We will pay for the packaging and postage costs required to ship Your Covered Product to and from Our authorized depot center.
3. **Mail-In/Carry-In Service** – The Administrator will provide You with all of the information and directions necessary to complete such servicing. NOTE: for Mail-In or Carry-In Service, You are responsible for transporting or shipping Your impaired Covered Product to and from the authorized servicing center at Your expense unless indicated otherwise on the Confirmation Page. In the event the impaired Covered Product needs to be then shipped to another authorized location, We will pay for the shipping costs to and from such authorized location.

If We authorize service for a claim on Your Covered Product, and it is then determined by Our authorized service center/technician to be excluded under this Service Contract, or results in a “no problem found” diagnosis, You may be responsible for all costs associated with the diagnosis and repair including shipping costs.

INTERNATIONAL SERVICE – Worldwide coverage for Your Covered Product is available outside the manufacturer’s warranty when You travel overseas. Contact the Administrator at [727-579-6200] to obtain detailed instructions and a repair authorization number prior to work being done. Note: International Service does not include on-site service. You must be a resident of the U.S. and be traveling overseas to be eligible for International Service.

CLAIM LIMIT OF LIABILITY:

1. **Product Claim Limit of Liability:** For any one Covered Product, the maximum amount We will pay under this Service Contract for a single claim is shown on the Confirmation Page.
2. **Aggregate Claim Limit:** In the aggregate, the total amount We will pay for ALL Claims pursuant to this Service Contract shall not exceed the Aggregate Claim Limit shown on the Confirmation Page. In the event this limit is reached, Your Service Contract will end, and We will have no further obligations to You under this Service Contract.
3. **Annual Claim Limit:** The maximum amount We will pay during any Contract Term. The Annual Claim Limit of Liability is shown on the Confirmation Page. Should the sum of the amount paid for all claims reach the Annual Claim Limit of Liability shown on the Confirmation Page in a Contract Term, no further coverage is provided for the remainder of that Contract Term.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS):

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), SPECIFIC EXCLUSIONS RELATED TO EACH COVERED PRODUCT, (IF ANY) ARE INDICATED WITH THE PRODUCT. THIS SECTION PROVIDES EXCLUSIONS THAT APPLY TO ALL COVERED PRODUCTS. THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- a. ny Claim submitted during any Waiting Period shown on the Confirmation Page;
- b. Pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before the Contract Start Date;
- c. Any Claim for service to or replacement of the Covered Product that We have not prior authorized;
- d. Failure or damage of non-operational components such as but not limited to: case or body housings and frames, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, handles, knobs, masks, racks, rollers or wheels, shelves, drawers, and cosmetic damage that does not impede the functionality of the Covered Product;
- e. Seized or damaged parts resulting from failure to maintain proper quality, type, or levels of lubricants or coolants, failures resulting in the use of contaminated or improper lubricants, failures resulting from stale, contaminated, or improper fuel, failure resulting from freezing or overheating;
- f. Product(s) with safety feature(s) removed, bypassed, disabled, or altered;
- g. Merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- h. Initial delivery or installation costs associated with the purchase of Your Covered Product;
- i. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- j. Breakdown or damage covered under any other insurance, warranty, guarantee and/or service agreement;
- k. Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;
- l. Any work that cannot be performed in a safe manner;
- m. Correction or upgrade of the Product or System in order to comply with Federal, State, or Local Codes whenever no operational failure has occurred;
- n. Abuse (meaning, the intentional mistreatment of a Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to a Covered Product;
- o. Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Product;
- p. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- q. Operation outside the manufacturer operational or environmental specifications;
- r. Product upgrades;
- s. Damage to computer hardware, software, or data arising or resulting from causes including, but not limited to: viruses, programs or applications (whether malicious or otherwise), encryption (whether authorized or unauthorized), network drivers, source code, object code, proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- t. Unauthorized access, or modification of, any Covered Product or part or component thereof, including integrated computers and computer software, whether physically or remotely, by any third party, including, but not limited to, hacking, malicious software, or any modification or alteration to computer software outside of the manufacturer’s original purpose;

- u. Any consumer replaceable items designed to be replaced over time during the life of a Covered Product; including, but not limited to: lamps, bulbs, housings, fuses, fluids, hoses, batteries, belts, connectors, filters, bags, lint screens, adaptors and remote controls not sold separately;
- v. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- w. Periodic or preventative maintenance;
- x. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Product in a manner inconsistent with its design or manufacturer specifications;
- y. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator; or
- z. Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.
- aa. Notwithstanding any provision to the contrary, this Service Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived: Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or Coronavirus (COVID-19) including any mutation or variation thereof; Or Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, 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 COVERED PRODUCT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS OR COMPONENTS.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

TRANSFERABLE:

Coverage under this Service Contract may be transferable as indicated on the Confirmation Page.

CANCELLATION:

You may cancel this Service Contract at any time by informing the Administrator of Your cancellation request.

IF YOU CANCEL THIS SERVICE CONTRACT:

1. Within 30 days of the Contract Start Date, You will receive a 100% refund of the Contract Fee paid minus any claims paid.
2. After 30 days from the Contract Start Date:
 - a. If You paid the full Contract Fee for the entire Contract Term, You will receive a refund equal to the pro-rata amount paid for the time remaining on Your current Contract Term, minus any claims paid in the current Contract Term, or
 - b. If You are paying on a MONTHLY basis, Your contract will run out through the end of the month paid and You will not be charged again; and You will not receive a refund.

If Your refund is not paid or credited within thirty (30) days after We receive Your cancellation request, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

NOTICE: If You cancel this Service Contract during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Contract Fee. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

WE MAY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Service Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon the same criteria as above. If however, this Service Contract was inadvertently sold to You on a product which was not intended to be covered, or eligible for coverage under this Service Contract, the Service Contract will be cancelled and You will receive a full refund of the Contract Fee paid.

INSURED AGREEMENT:

This is not an insurance policy; it is a service contract. We may have obtained a contractual liability insurance policy to insure Our performance under this Service Contract as shown on the Confirmation Page. Should We fail to pay any Claim or fail to replace the Covered Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Contract Fee, You are entitled to make a direct Claim against the Contract Insurer if shown on the Confirmation Page.

BINDING ARBITRATION AND CLASS ACTION WAIVER:

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury. Prior to filing any arbitration, we jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA's and arbitrator's fees and expenses. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent

jurisdiction. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

QUICK COVER STATE AMENDMENT LANGUAGE

Arizona

Obligations of the Obligor under this Service Contract are backed by the full faith and credit of the Obligor shown on the Confirmation Page.

You may cancel the Service Contract at any time and receive a pro rata refund. No claim incurred or paid shall be deducted from the amount to be returned. The Service Contract may not be cancelled by the service company due to acts or omissions of the service company, its assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, workmanlike manner. This Service Contract cannot be cancelled, nor coverage voided due to prior use or unlawful acts relating to the product or for misrepresentation by either the service company or its subcontractor.

This Service Contract may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the service contract on the service company's behalf. The Service Contract may be cancelled due to fraud or misrepresentation by You when filing a claim.

The **BINDING ARBITRATION AND CLASS ACTION WAIVER** provision is modified by adding the following:

This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S S20-1095.09, 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.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. S20-1095-04 and/or 20-1095-09 by contacting the Consumer Protection Division of the A.D.O.I. at 800-325-2548.

California

If You cancel this Service Contract within the first sixty (60) days after receipt of this Service Contract You will receive a full refund of the Contract Fee paid, less any claims paid. If You cancel after the first sixty (60) days from receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract less any claims paid. If We cancel the Service Contract, You will be refunded the unearned pro rata Contract Fee, less any claims paid. If You purchased an Annual or Other Term Plan and we offer you continuing coverage and the Contract Fee for the new Contract Term is not paid by the end of the Contract Fee Grace Period, Your contract will automatically terminate. The "Lifetime" contract term option is not available for CA consumers.

Connecticut

You have the right to file a complaint to the Connecticut Insurance Department, Attention: Consumer Affairs, P. O. Box 816, Hartford, CT 06142. The written complaint must describe the dispute, the product purchase price, the repair costs and a copy of Your Service Contract. If Your Service Contract is for less than one year, the term of Your Service Contract will be automatically extended for the period during which Your product is in Our custody for repair.

Florida

The rate charged for this Service Contract is not subject to regulation by the Florida Department of Insurance.

Georgia

The **WHAT IS NOT COVERED** provision is modified as follows:

The Exclusion regarding pre-existing condition is deleted and replaced with "A pre-existing condition known to You. "Pre-existing condition" refers to a condition which existed prior to the Contract Start Date that was known to You or reasonably should have been known to You."

The **CANCELLATION** provision is modified as follows:

1. No claim incurred or paid shall be deducted from the amount to be returned.
2. The following sentence is deleted: "Substantial breach of duties under this Contract by You in relation to the Covered Product or its use."

The **BINDING ARBITRATION AND CLASS ACTION WAIVER** provision is amended to add the following: "Nothing contained in the arbitration provision shall affect Your right to file a direct claim under the terms of this Service Contract against the Contract Insurer shown on Your Confirmation Page, if applicable, pursuant to O.C.G.A. 33-7-6."

Hawaii

THE OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER AND ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY.

Iowa

The issuer of this contract is subject to regulation by the Iowa Insurance Division 601 Locust St. 4th Floor, Des Moines, IA 50309. Complaints which are not settled by the issuer may be sent to the Insurance Division.

Nevada

The cost of claims paid or services provided will not be deducted from any refund.

THE SERVICE CONTRACT MAY INCLUDE A WAITING PERIOD AS SHOWN ON THE CONFIRMATION PAGE.

In the event You require emergency service on a covered product that is essential to Your health and safety, repairs will commence within 24 hours after report of Your claim. If repairs cannot be completed within three (3) calendar days after the report of the claim, We will provide You and the Commissioner by electronic mail at pcinsinfo@doi.nv.gov with a status report regarding Your claim.

This Service Contract may not be cancelled by Us before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: Your failure to pay an amount when due; Your conviction for a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by You, or a violation by You of any condition of the Service Contract which occurred after the Contract Start Date and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the Contract Start Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.

This Contract 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 Contract 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 Contract.

If You are not satisfied with the manner in which the provider is handling the claim on the contract, You may contact the Commissioner by use of the toll-free number of the Division, [(888) 872-3234].

New Mexico

This Service Contract may not be cancelled by Us before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: Your failure to pay an amount when due; Your conviction for a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by You, or a violation by You of any condition of the Service Contract which occurred after the Contract Start Date and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the Contract Start Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.

North Carolina

The purchase of this Service Contract is not required in order to obtain financing for the product.

Oklahoma

The Oklahoma license number for Starr Underwriting Agency, Inc. is 44200902.

THIS SERVICE CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS SERVICE CONTRACT. THIS SERVICE CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. This is not an insurance contract. Coverage afforded under this service contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts.

Oregon

In the event You have an emergency situation and are unable to reach Us, you may proceed with repairs. We will reimburse You in accordance with the Service Contract provisions.

The Binding Arbitration and Class Action Waiver clause is amended to add the following: “**Any award rendered in accordance with this Contract’s Arbitration Agreement shall be a nonbinding award against You**, provided that you reject the arbitration decision in writing to Us within forty-five (45) days of the arbitrator’s award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We obtain an arbitration award pursuant to this Arbitration Agreement. This Arbitration Agreement does not require You to waive Your right to a jury trial in any individual legal proceeding You may file. Any arbitration occurring under this Contract shall 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.”

South Carolina

In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

Tennessee

The expiration date of the Service Contract will automatically be extended by the duration that the covered product is withheld from Your use while being repaired, plus two (2) days.

Texas

If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, TX 78711, (800) 803-9202 or [(512) 463-6599].

Utah

Failure to give any notice or file any proof of loss required by the Service Contract within the time specified in the Service Contract does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

The following sentences are added to the end of the **CANCELLATION** section We may cancel Protection Plan by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel Protection Plan by providing you with ten (10) days written notice, if the reason for cancellation is non-payment by you.

If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator’s obligations under Protection Plan, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390.

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association.

Virginia

If any promise made in the contract has been denied or has not been honored within 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-contractproviders.shtml to file a complaint.

Washington

The Binding Arbitration and Class Action Waiver clause is amended to add the following: “**(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;**” and the sentence “The enforcement and interpretation of this arbitration agreement is governed by the Federal Arbitration Act.” is deleted in its entirety

Wisconsin

THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Service Contract. A claim may not be denied solely because the contract holder did not obtain preauthorization. Failure to give notice or proof within the time required by the Service Contract does not invalidate or reduce the claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit.

The **BINDING ARBITRATION AND CLASS ACTION WAIVER** provision is deleted and replaced with:
CLASS ACTION WAIVER – Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation.

Wyoming

The Binding Arbitration and Class Action Waiver is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming.”

After

Product Protection

SERVICE CONTRACT AMENDMENT ACCIDENTAL DAMAGE FROM HANDLING (“ADH”)

This Amendment is attached to and made a part of:

Contract Number: {xxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding Accidental Damage from Handling (“ADH”) coverage as defined herein.

ADH is defined as mechanical or operational failures of the Covered Product resulting from accidental drops, spills and falls that occur during normal handling. **ADH does not include protection against damage caused from the Covered Product falling from a vehicle while in transit, or from being run over by a vehicle, or during shipment between You and Our service providers and any other limitations or exclusions listed in the What is Not Covered section of the Service Contract.** ADH is only provided on the Covered Product(s) indicated in this Amendment.

Covered Product(s) Manufacturer/Product	Waiting Period	Service Fee	Limit of Liability
Xxxxxxxx/xxxxxxx	See Confirmation Page	See Confirmation Page	See Confirmation Page

Service Fee: Covered Products shown in this Amendment are subject to the same Service Fee shown on the Confirmation Page for the same product if a Claim is the result of ADH, unless indicated otherwise in this Amendment.

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limits of Liability as shown on the Confirmation Page for the same product if a Claim is the result of ADH, unless indicated otherwise in this Amendment.

Waiting Period: Covered Products shown in this Amendment are subject to the same Waiting Period as shown on the Confirmation Page for the same product if a Claim is the result of ADH, unless indicated otherwise in this Amendment.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After Product Protection

SERVICE CONTRACT AMENDMENT

BAGS & LUGGAGE COVERAGE

This Amendment is attached to and made a part of:

Agreement Number: {xxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding the coverage as defined herein.

Bags & Luggage – This Service Contract covers the Covered Product(s) shown on the Confirmation Page. Your invoice and/or cash register receipt will be Your proof of the product(s) covered and may be required at time of claim. The Service Type is indicated on the Confirmation Page and explained fully in this Service Contract. In addition, cleaning to remove covered stains on the Covered Product is included as provided herein. All claims must be reported to the Administrator within 30 days from the incident. We may require documentation of the incident (such as photographs) prior to dispatching service.

Fabric, Vinyl or Leather Bags & Luggage Coverage – Rips or tears; seam separation; broken zipper, wheels or handles; minor burn or heat marks up to one inch in length; stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors); all as a result of normal use or accidental damage, either resulting from a single incident.

Bags & Luggage Coverage Exclusions – In addition to the exclusions in the What’s Not Covered section of the Service Contract the following are also excluded from any coverage:

1. Claims not reported within 30 days of the incident;
2. Damage from pets (other than bodily fluids);
3. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products;
4. Burns and heat marks longer than one inch in length;
5. Stains caused by the delivery of the Covered Product(s); stains of unknown origin; stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax; fading from sun exposure.
6. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After Product Protection

SERVICE CONTRACT AMENDMENT

COMMERCIAL USAGE

This Amendment is attached to and made a part of:

Agreement Number:

Contract Holder:

{insert number}

{insert name(s)}

The Service Contract to which this Amendment is attached is modified as follows:

Exclusion i. reading **Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;**

is hereby deleted. Commercial usage of the Covered Product is allowed.

All other terms and conditions of the Service Contract remain unchanged.

After

Product Protection

SERVICE CONTRACT AMENDMENT FOOD LOSS

This Amendment is attached to and made a part of:

Contract Number: {xxxxxx}

Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding Food Loss coverage as defined herein.

We will reimburse You for Food Loss (of perishable items that require refrigeration) resulting from a covered mechanical or electrical component failure. We reserve the right to request purchase receipts for the repurchased items and/or a list of spoiled contents when You make a claim. Food Loss coverage is only provided on the Covered Product(s) indicated in this Amendment.

Covered Product(s) Manufacturer/Product	Limit of Liability
{xxxxxx/xxxxxx}	Up to \$x over the term of the Service Contract

Food Loss that results from a loss or interruption of power is not covered.

Service Fee: Benefits provided by this Amendment are not subject to any Service Fee shown on the Confirmation Page.

Limit of Liability: Covered Products shown in this Amendment are subject to the Limit of Liability shown in this Amendment.

Waiting Period: The Covered Product must be installed and functioning for a minimum of three days to be eligible for the Food Loss coverage.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT FURNITURE COVERAGE

This Amendment is attached to and made a part of:

Contract Number: {xxxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding the coverage as defined herein.

Furniture – This Service Contract covers the Covered Product(s) shown on the Confirmation Page. Your invoice and/or cash register receipt will be Your proof of the product(s) covered and may be required at time of claim. The Service Type is indicated on the Confirmation Page and explained fully in this Service Contract. In addition, cleaning to remove covered stains on the Covered Product is included as provided herein. All claims must be reported to the Administrator within 30 days from the incident. We may require documentation of the incident (such as photographs) prior to dispatching service.

Fabric, Vinyl or Leather Upholstered Furniture Coverage (including futons) – Rips or tears; seam separation; broken zipper; minor burn or heat marks up to one inch in length; stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors); structural framing material (such as breaking or major warping of large wood members); breaking or bending of metal components (such as springs, recliner or sleeper mechanisms), all as a result of normal indoor residential household use or accidental damage, either resulting from a single incident.

Solid Wood Veneered or Plastic Laminated Furniture Coverage – Chipping; cracking; lifting; liquid water marks from normal household food and beverage products; minor heat marks up to one inch in length; and peeling, all as a result of normal indoor residential household use or accidental damage, either resulting from a single incident. Loss of silvering on mirrors.

Furniture Coverage Exclusions – In addition to the exclusions in the What’s Not Covered section of the Service Contract the following are also excluded from any coverage:

- 7. Claims not reported within 30 days of the incident;
- 8. Damage from pets (other than bodily fluids);
- 9. Peeling, cracking or color loss on vinyl, leather or bi-cast leather products;
- 10. Burns and heat marks longer than one inch in length;
- 11. Stains caused by the delivery of the Covered Product(s); stains of unknown origin; stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax; fading from sun exposure.
- 12. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;
- 13. Furniture displays, pre-owned or “as is” furniture, or furniture used for rental or indoor furniture located in screened rooms where the furniture may be directly or indirectly exposed to the elements; wicker, rattan and teakwood furniture.

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT LAUNDRY SERVICE

This Amendment is attached to and made a part of:

Contract Number: {xxxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding Laundry Service coverage as defined herein on the Covered Product(s) indicated in this Amendment.

We will reimburse You for the cost of Laundry Service if the Covered Product shown below is out of service due to a covered failure for more than seven (7) consecutive days. The reimbursement will be as indicated below. You must provide to the Administrator an itemized list of laundry expenses (i.e. dry cleaning, laundromat, etc.) incurred and applicable proofs of payment for the laundry expenses claimed. Laundry Service coverage is only provided on the Covered Product(s) indicated in this Amendment.

Covered Product(s) Manufacturer/Product	Limit of Liability
{xxxxxxx/xxxxxx}	Up to \$x over the term of the Service Contract

Service Fee: Benefits provided by this Amendment are not subject to any Service Fee shown on the Confirmation Page.

Limit of Liability: Covered Products shown in this Amendment are subject to the Limit of Liability shown in this Amendment.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT MAJOR COMPONENTS

This Amendment is attached to and made a part of:

Contract Number: {xxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding Major Components coverage as defined herein.

We will pay one time the cost to replace the Major Component Parts provided herein if a mechanical or electrical breakdown occurs during the Major Component Term and after the expiration of the manufacturer’s warranty for Major Component Parts. In this case, this Amendment covers only the cost of the parts being replaced. **It does not provide coverage for labor costs to repair, replace and/or install the parts; You must pay all of those labor costs.**

If, however, the manufacturer’s warranty covers the cost to replace Major Component Parts, but does not cover the labor costs to repair, replace and/or install the parts, this Service Contract will cover those labor costs.

A benefit under this Major Components coverage will only be paid one time and then coverage ends.

Covered Product(s) Manufacturer/Product	Major Component Term	Limit of Liability
{xxxxxxx/xxxxxxx}	10 years from the Contract Start Date	Up to \$x

Product	Major Component Parts Covered (as applicable to the product)
Refrigerator, Freezer, Room Air Conditioner, Dehumidifier	Compressor
Oven, Cooktop, Range	Bake/Broil/Surface Element, Electronic Ignition
Microwave Oven	Magnetron Tube
Dishwasher, Range Hood, Compactor	Motor
Washing Machine, Dryer	Motor or Transmission, Heating Element, Gas Burner

Service Fee:
Covered Products shown in this Amendment are subject to the same Service Fee shown on the Confirmation Page for the same

product if a Claim is the result of a Major Component, unless indicated otherwise in this Amendment.

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page for the same product if a Claim is the result of a Major Component, unless indicated otherwise in this Amendment. The total payment(s) for all claims under the Major Component coverage shall not exceed Our cost of the covered component excluding taxes. We may offer You a cash settlement in lieu of the replacement of Major Component Parts.

Waiting Period: Covered Products shown in this Amendment are subject to the same Waiting Period as shown on the Confirmation Page for the same product if a Claim is the result of a Major Component, unless indicated otherwise in this Amendment.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT NO LEMON BENEFIT

This Amendment is attached to and made a part of:

Contract Number: {xxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding the No Lemon Benefit as defined herein.

If Your Covered Product has had the Number of Qualifying Repairs (as defined below) shown below after the manufacturer’s warranty period expired, and another Qualifying Repair is needed, We may replace the Covered Product with a product of like kind and similar features or pay You a cash settlement, at Our option. You may be required to return the original defective Covered Product to us at Your expense. The No Lemon Benefit is only provided on the Covered Product(s) indicated in this Amendment.

Covered Product(s) Manufacturer/Product	Qualifying Repair	Number of Qualifying Repairs
{xxxxxx/xxxxxx}	Same Repair	x

No Lemon Benefit does not include repairs performed by the manufacturer and/or dealer under their limited warranties, or under any rework.

Once a Covered Product is replaced under this No Lemon Benefit the Service Contract is considered fulfilled and coverage ends.

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page for the same product if a Claim falls under the No Lemon Benefit.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT

REMOVAL AND REINSTALLATION (“R&R”)

This Amendment is attached to and made a part of:

Contract Number: {xxxxxx}
Contract Holder: {Name}

The Service Contract to which this Amendment is attached is modified by adding Removal and Reinstallation (“R&R”) coverage as defined herein.

When a Covered Product is mounted to a wall and must be removed to repair it under the Service Contract, the R&R coverage provides for the removal of the Covered Product from the mounting and reinstallation upon repair.

R&R coverage is only provided on those Covered Products indicated in this Amendment.

Covered Product(s) Manufacturer/Product	Service Fee	Limit of Liability
{xxxxxx/xxxxxx}	None	Up to \$x over the term of the Service Contract

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

In addition to the exclusions in the Service Contract, We will not pay for R&R for:

- a. Wall mounts greater than eight (8) feet from the floor to the bottom of the Covered Product.

Service Fee: Covered Products are subject to a Service Fee for R&R if the Covered Product is five (5) feet or higher from the floor to the bottom of the Covered Product, as indicated above.

Limit of Liability: Covered Products shown in this Amendment are subject to the same Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page for the same product if a Claim is for R&R, unless indicated otherwise in this Amendment.

Waiting Period: Covered Products shown in this Amendment are subject to the same Waiting Period as shown on the Confirmation Page for the same product if a Claim is for R&R, unless indicated otherwise in this Amendment.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT RUG COVERAGE

This Amendment is attached to and made a part of:

Agreement Number:

Contract Holder:

Address:

xxxxxx

Name

Address

City, State Zip

The Service Contract to which this Amendment is attached is modified by adding the coverage as defined herein.

Rug – This Service Contract covers the Covered Product shown on the Confirmation Page for rips or tears; seam separations, and stains resulting from beverages, food, human or pet bodily fluids (excluding the elimination of odors) all as a result of normal indoor residential household use or accidental damage, either resulting from a single incident. Cleaning to remove covered stains on the Covered Product is included as provided herein.

Your invoice and/or cash register receipt will be Your proof of the product purchased and may be required at time of claim. The Service Type is indicated on the Confirmation Page and explained fully in this Service Contract. All claims must be reported to the Administrator within 30 days from the incident. We may require documentation of the incident (such as photographs) prior to dispatching service.

Rug Coverage Exclusions – In addition to the exclusions in the What’s Not Covered section of the Service Contract the following are also excluded from any coverage:

- 14. Claims not reported within 30 days of the incident;
- 15. Damage from pets (other than bodily fluids);
- 16. Burns and heat marks longer than one inch in length;
- 17. Stains caused by the delivery of the Covered Product; stains of unknown origin; stains as a result of acid, bleach, body oils, caustic solutions, dyes, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics and wax;
- 18. Fabric and/or leather which has become faded, worn or soiled over time from normal everyday use or sun exposure; natural characteristics that cause appearance variations; x-coded fabrics; non-colorfast materials;
- 19. Rugs located in screened rooms where the rug may be directly or indirectly exposed to the elements.

Limit of Liability: The Covered Product shown in this Amendment is subject to the Limit of Liability and Aggregate Limit of Liability shown on the Confirmation Page.

This Service Contract Amendment is subject to all the definitions, terms, conditions, limitations and exclusions of the Service Contract to which it is attached, except as provided herein.

After

Product Protection

SERVICE CONTRACT AMENDMENT JEWELRY

COVERAGE - CALIFORNIA

CUSTOMER NAMEADDRESS ADDRESS

Dear CUSTOMER,
Congratulations on your new purchase! This is your service agreement. Please read it carefully. If the need for service occurs, please call us forservice instructions. The toll free number is shown below. Please see the reverse side for your terms and conditions.

AGREEMENT NO.	MANUFACTURER/PRODUCT	MODEL NO.	DATE OF PURCHASE	EFFECTIVE DATE	EXPIRATION DATES	TYPE OF SERVICE

Store: Store
Name

Address
Address

State Required Provisions

Many states have consumer specific requirements governing Service Contract provisions. If Your specific state has any such requirements, they will be listed below.

CUSTOMER SERVICE HOURS24
HOURS/7 DAYS

ESP Retail Price:
\$ACCOUNT:
Form: JWLRY-D11

Please keep this important terms and conditions document ("Service Contract") along with Your Contract Purchase Receipt together in a safe place, as these will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract is intended to serve as a valuable reference guide to help You determine and understand What Is Covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact the Administrator at the toll free number in this document.

DEFINITIONS:

<p>"Claim": a demand for payment in accordance with this Service Contract sent by You.</p> <p>"Failure": the mechanical or electrical breakdown of the covered Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.</p> <p>"Original Purchase Price": the amount paid by You for the Product; excluding any applicable taxes and/or fees, as evidenced on Your Purchase Receipt.</p> <p>"Plan": the specific coverage plan option under this Service Contract that You purchased, as indicated on Your Service Contract.</p> <p>"Product(s)": the item(s) covered under this Service Contract.</p> <p>"Purchase Receipt": the receipt document (paper or e-mail) provided to You as proof of Your Service Contract purchase and Your Product purchase.</p> <p>"Retailer", "Dealer": the party authorized by Us to sell this Service Contract to You.</p> <p>"Service Contract" indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire agreement.</p> <p>"Service Contract Fee": means the payment amount required from the Contract Holder for coverage to remain effective under this Service Contract, as stated on the Purchase Receipt document (excludes any applicable taxes and/or fees).</p>	<p>"Term": the period of time in which the provisions of this Service Contract are valid.</p> <p>"You", "Your" and "Contract Holder": indicates the purchaser/owner of the eligible Product(s) that are covered by this Service Contract or the person to whom it was properly transferred.</p> <p>"Waiting Period": the period of time starting on the Service Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Service Contract.</p> <p>"Obligor": "We," "Us," and "Our": The company obligated under this Agreement is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. ("SUA"). SPS and SUA (OK License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390.</p> <p>"Administrator": After, Inc. The aforementioned Administrator is located at PO Box [XXX], Norwalk, CT 06852-[XXXX]0451 with a telephone number: [XXX-XXX-XXXX], or Our authorized third-party provider used to process claims payments and/or cancellation refunds.</p>
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PRODUCT COVERAGE ELIGIBILITY:

In order to be eligible for coverage under this Contract, the Product must:

- 1. Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and
- 2. Be solely intended for personal/residential use in the manner for which it was intended (as specified in the manufacturer's warranty / owner's manual), and not for commercial, business or industrial use.

YOUR RESPONSIBILITIES:

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE:

- A) **Lifetime Plan:** Coverage for a Failure (as defined) begins on Day one (1) of Your Service Contract purchase date and continues for the life of the original Service Contract Purchaser or the person to whom it was transferred to, as defined below under Transferability.
- B) **All other Plans:** Coverage for a Failure (as defined) begins upon expiration of a 30-day Waiting Period, or expiration of the shortest portion of the manufacturer's original parts and/or labor warranty— whichever is later – and continues for the remainder of Your Term shown on Your Purchase Receipt.

WHAT IS COVERED:

In the event of a covered Claim, this Service Contract provides for the labor and/or parts required to repair Your Product, or at Our sole discretion and in lieu of repair, replacement of Your originally covered Product or reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. When applicable and provided to You, a replacement product may be a new or refurbished product of like kind and quality, at Our discretion. This Service Contract does not have a deductible.

WATCH COVERAGE:

Breakdown, including those which result in damage to the following: watch bands (leather, fabric, metal or plastic); watch crystals (including cracks, chips, and breaks); watch clasps; stems; crowns; cases; bezels; water damage not caused by misuse (exceeding manufacturer's threshold), and watch movement failures. Coverage includes one (1) cosmetic refurbishment of band, case, or clasp during the term of the Service Contract.

JEWELRY COVERAGE: (Bracelets, earrings, necklaces, pins and rings)

Breakdown, including but not limited to: broken or kinked chains, bracelet links and clasps; chipped, cracked and scratched gemstones and diamonds; missing accent diamonds and gemstones; broken, worn or bent prongs; cracked or broken shanks; defective stone settings; and broken earring posts. Gemstones that are used to replace chipped, cracked, scratched or missing stones will be of like kind and quality to the original stones. One subsequent ring re-sizing. One time re-stringing of pearls. **Lifetime Plans include:** initial ring sizing at time of purchase and lost center diamonds and gemstones (if caused by defect in mounting or workmanship).

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE DEALER OR MANUFACTURER’S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE DEALER or MANUFACTURER’S PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL DEALER OR MANUFACTURER’S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Any and all parts or units replaced under this Service Contract become Our property in their entirety. In no event shall We be liable for any damages as a result of the unavailability of a replacement product.

IF YOU NEED TO FILE A CLAIM:
IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Service Contract. If Your Product fails, return it to the Retailer where it was purchased. If You are unable to return Your Product to the Retailer, please call the toll free number [(888) 973-7166] on this Service Contract for instructions on obtaining service. Have Your Purchase Receipt available. Explain the problem Your Product is experiencing and provide any additional information/documentation needed to validate the Claim. Your Product will be inspected for signs of abuse and/or misuse. If it is determined that there has been misuse or abuse of the Product service will be rejected under this Service Contract. After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Product. We will not reimburse You for services performed without prior approval.

SERVICE LOCATIONS:
If Your Product is required to be shipped to an authorized repair center, services provided in association with covered Claims under this Service Contract includes coverage for shipping costs to and from the authorized repair center. In the event the Service Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

LIMIT OF LIABILITY; AGGREGATE CLAIM LIMIT:
Limit of Liability; Aggregate Claim Limit: In the aggregate, the total amount We will pay for ALL Claims pursuant to this Service Contract shall not exceed the Original Purchase Price of the Product, excluding taxes and shipping. In the event this limit is reached, You are no longer eligible to receive any coverage under this Service Contract. In the event that We make payments for repairs and/or a cash settlement, which in the aggregate, are equal to the Original Purchase Price or We replace the product We will have no further obligations under this Service Contract.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE RETAILER SHALL 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 COVERED PRODUCT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

- WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**
- AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:
- A) Unless You have the Lifetime Plan, any Claim submitted during the thirty (30) day Waiting Period;
 - B) A pre-existing condition that occurred prior to the effective date of this Service Contract;
 - C) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator;
 - D) Any Claim related to tampering with prongs, bezels or other elements designed to secure diamonds or gemstones; natural flaws and inclusions in diamonds or gemstones; water damage if used under conditions which exceed the watch manufacturer’s water resistance guidelines; cosmetic scratches on band, clasp, or case that do not impede the functionality of the watch ;
 - E) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
 - F) Damage from accident, or introduction of foreign objects into the Product;
 - G) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
 - H) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
 - I) Class rings or family jewelry;
 - J) Abuse (meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product;
 - K) Theft, loss or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product;
 - L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
 - M) Operation outside the manufacturer operational or environmental specifications;
 - N) Product upgrades;
 - O) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the covered Product; including, but not limited to: batteries;
 - P) Loss of diamonds, gemstones, or any other parts of the covered Product unless such loss was caused by a defect in workmanship and/or materials;
 - Q) Lack of providing manufacturer’s recommended preventative maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications;
 - R) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Product; Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer’s ability to pay for such repairs; or
 - S) Service or replacement outside of the United States of America, its territories, or Canada.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A “NO PROBLEM FOUND” DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

RENEWABILITY: Coverage under this Service Contract is not renewable.

TRANSFERABILITY: This Service Contract may only be transferred once and may only be transferred as a gift. The Product may only be transferred within the first ninety (90) days after Product purchase. Contact Us by mail or by calling the toll free number in this Service Contract and provide Us with the name, address, Service Contract number and date of transfer to the new owner. After the first ninety (90) days, Your Product is not eligible for transfer.

CANCELLATION :
You may cancel this Service Contract at any time by informing the Administrator of cancellation request. The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS SERVICE CONTRACT:

1. Within 30 days of the Contract purchase date, and no Claims have been paid, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund of the Service Contract Fee paid by You, less any claims paid, where allowed by law.. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Service Contract Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

After

Product Protection

SERVICE CONTRACT AMENDMENT

JEWELRY COVERAGE – ALL STATES EXCEPT CALIFORNIA

CUSTOMER NAME

ADDRESS ADDRESS

Dear CUSTOMER,
Congratulations on your new purchase! This is your service agreement. Please read it carefully. If the need for service occurs, please call us for service instructions. The toll free number is shown below. Please see the reverse side for your terms and conditions.

AGREEMENT NO.	MANUFACTURER/PRODUCT	MODEL NO.	DATE OF PURCHASE	EFFECTIVE DATE	EXPIRATION DATES	TYPE OF SERVICE

Store: Store Name

CUSTOMER SERVICE HOURS

24 HOURS/7 DAYS

ESP Retail

Price: \$

ACCOUNT

:

Form: JWLRY-D0916

Address

Address

State Required Provisions

Many states have consumer specific requirements governing Service Contract provisions. If Your specific state has any such requirements, they will be listed below.

Please keep this important terms and conditions document (“Service Contract”) along with Your Contract Purchase Receipt together in a safe place, as these will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract is intended to serve as a valuable reference guide to help You determine and understand What Is Covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact the Administrator at the toll free number in this document.

DEFINITIONS:

<p>“Claim”: a demand for payment in accordance with this Service Contract sent by You.</p> <p>“Failure”: the mechanical or electrical breakdown of the covered Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.</p> <p>“Original Purchase Price”: the amount paid by You for the Product; excluding any applicable taxes and/or fees, as evidenced on Your Purchase Receipt.</p> <p>“Plan”: the specific coverage plan option under this Service Contract that You purchased, as indicated on Your Service Contract.</p> <p>“Product(s)”: the item(s) covered under this Service Contract.</p> <p>“Purchase Receipt”: the receipt document (paper or e-mail) provided to You as proof of Your Service Contract purchase and Your Product purchase.</p> <p>“Retailer”, “Dealer”: the party authorized by Us to sell this Service Contract to You.</p> <p>“Service Contract” indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire agreement.</p> <p>“Service Contract Fee”: means the payment amount required from the Contract Holder for coverage to remain effective under this Service Contract, as stated on the Purchase Receipt document (excludes any applicable taxes and/or fees).</p>	<p>“Term”: the period of time in which the provisions of this Service Contract are valid.</p> <p>“You”, “Your” and “Contract Holder”: indicates the purchaser/owner of the eligible Product(s) that are covered by this Service Contract or the person to whom it was properly transferred.</p> <p>“Waiting Period”: the period of time starting on the Service Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Service Contract.</p> <p>“Obligor”: “We,” “Us,” and “Our”: The company obligated under this Agreement is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. (“SUA”). SPS and SUA (OK License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, 1-855-438-2390.</p> <p>“Administrator”: After, Inc. The aforementioned Administrator is located at PO Box [XXX], Norwalk, CT 06852-[XXXX]0451 with a telephone number: [XXX-XXX-XXXX], or Our authorized third-party provider used to process claims payments and/or cancellation refunds.</p>
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PRODUCT COVERAGE ELIGIBILITY:

- In order to be eligible for coverage under this Contract, the Product must:
- 3. Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and
 - 4. Be solely intended for personal/residential use in the manner for which it was intended (as specified in the manufacturer’s warranty / owner’s manual), and not for commercial, business or industrial use.

YOUR RESPONSIBILITIES:

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE:

- C) **Lifetime Plan:** Coverage for a Failure (as defined) begins on Day one (1) of Your Service Contract purchase date and continues for the life of the original Service Contract Purchaser or the person to whom it was transferred to, as defined below under Transferability.
- D) **All other Plans:** Coverage for a Failure (as defined) begins upon expiration of a 30-day Waiting Period, or expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty– whichever is later – and continues for the remainder of Your Term shown on Your Purchase Receipt.

WHAT IS COVERED:

In the event of a covered Claim, this Service Contract provides for the labor and/or parts required to repair Your Product, or at Our sole discretion and in lieu of repair, replacement of Your originally covered Product or reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the

LIMIT OF LIABILITY section. When applicable and provided to You, a replacement product may be a new or refurbished product of like kind and quality, at Our discretion. This Service Contract does not have a deductible.

WATCH COVERAGE:

Breakdown, including those which result in damage to the following: watch bands (leather, fabric, metal or plastic); watch crystals (including cracks, chips, and breaks); watch clasps; stems; crowns; cases; bezels; water damage not caused by misuse (exceeding manufacturer's threshold), and watch movement failures. Coverage includes one (1) cosmetic refurbishment of band, case, or clasp during the term of the Service Contract.

JEWELRY COVERAGE: (Bracelets, earrings, necklaces, pins and rings)

Breakdown, including but not limited to: broken or kinked chains, bracelet links and clasps; chipped, cracked and scratched gemstones and diamonds; missing accent diamonds and gemstones; broken, worn or bent prongs; cracked or broken shanks; defective stone settings; and broken earring posts. Gemstones that are used to replace chipped, cracked, scratched or missing stones will be of like kind and quality to the original stones. One subsequent ring re-sizing. One time re-stringing of pearls. **Lifetime Plans include:** initial ring sizing at time of purchase and lost center diamonds and gemstones (if caused by defect in mounting or workmanship).

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE DEALER OR MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE DEALER or MANUFACTURER'S PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL DEALER OR MANUFACTURER'S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Any and all parts or units replaced under this Service Contract become Our property in their entirety. In no event shall We be liable for any damages as a result of the unavailability of a replacement product.

IF YOU NEED TO FILE A CLAIM:

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Service Contract. If Your Product fails, return it to the Retailer where it was purchased. If You are unable to return Your Product to the Retailer, please call the toll free number [(888) 973-7166] on this Service Contract for instructions on obtaining service. Have Your Purchase Receipt available. Explain the problem Your Product is experiencing and provide any additional information/documentation needed to validate the Claim. Your Product will be inspected for signs of abuse and/or misuse. If it is determined that there has been misuse or abuse of the Product service will be rejected under this Service Contract. After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Product. We will not reimburse You for services performed without prior approval by the Administrator.

SERVICE LOCATIONS:

If Your Product is required to be shipped to an authorized repair center, services provided in association with covered Claims under this Service Contract includes coverage for shipping costs to and from the authorized repair center. In the event the Service Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

LIMIT OF LIABILITY; AGGREGATE CLAIM LIMIT:

Limit of Liability; Aggregate Claim Limit: In the aggregate, the total amount We will pay for ALL Claims pursuant to this Service Contract shall not exceed the Original Purchase Price of the Product, excluding taxes and shipping. In the event this limit is reached, You are no longer eligible to receive any coverage under this Service Contract. In the event that We make payments for repairs and/or a cash settlement, which in the aggregate, are equal to the Original Purchase Price or We replace the product We will have no further obligations under this Service Contract.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE RETAILER SHALL 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 COVERED PRODUCT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- T) Unless You have the Lifetime Plan, any Claim submitted during the thirty (30) day Waiting Period;
- U) A pre-existing condition that occurred prior to the effective date of this Service Contract;
- V) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator;
- W) Any Claim related to tampering with prongs, bezels or other elements designed to secure diamonds or gemstones; natural flaws and inclusions in diamonds or gemstones; water damage if used under conditions which exceed the watch manufacturer's water resistance guidelines; cosmetic scratches on band, clasp, or case that do not impede the functionality of the watch ;
- X) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- Y) Damage from accident, or introduction of foreign objects into the Product;
- Z) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- AA) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- BB) Class rings or family jewelry;
- CC) Abuse (meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product;
- DD) Theft, loss or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product;
- EE) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- FF) Operation outside the manufacturer operational or environmental specifications;
- GG) Product upgrades;
- HH) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the covered Product; including, but not limited to: batteries;
- II) Loss of diamonds, gemstones, or any other parts of the covered Product unless such loss was caused by a defect in workmanship and/or materials;
- JJ) Lack of providing manufacturer's recommended preventative maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications;
- KK) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Product; Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- LL) Service or replacement outside of the United States of America, its territories, or Canada.
- MM) Notwithstanding any provision to the contrary, this Service Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived: Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or Coronavirus (COVID-19) including any mutation or variation thereof; Or Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

RENEWABILITY: Coverage under this Service Contract is not renewable.

TRANSFERABILITY: This Service Contract may only be transferred once and may only be transferred as a gift. The Product may only be transferred within the first ninety (90) days after Product purchase. Contact the Administrator by mail or by calling the toll free number in this Service Contract and provide the Administrator with the name, address, Service Contract number and date of transfer to the new owner. After the first ninety (90) days, Your Product is not eligible for transfer.

ELLATION :

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS SERVICE CONTRACT:

1. Within 30 days of the Contract purchase date, and no Claims have been paid, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund of the Service Contract Fee paid by You, less any claims paid, where allowed by law.. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

4. Non-payment of the Service Contract Fee by You;
5. Material misrepresentation by You; or
6. Substantial breach of duties under this Contract by You in relation to the covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.