

# The Total Performance Plan Advantage

## Filing a claim is as easy as 1, 2, 3!

- 1 Call 1-866-864-8742 to speak with our Customer Service Team, available 24/7.
- 2 If your phone needs to be repaired or replaced, we will authorize your claim for **Carry-In Service** – a fast, convenient and cost-saving option.
- 3 Simply *carry in* your phone to your local authorized service center for assistance or ask the Customer Service Team for additional service options.\*\*

\*\*Advanced exchange service is subject to an unrecovered equipment fee of up to \$1,000, to be refunded if your damaged/unrepairable phone is returned to us within 30 days.



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

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern, and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosure section of this Service Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. The following state-specific requirements are added to and become part of Your Service Contract and supersede any other provisions to the contrary: Texas only: The following is added to the DEFINITIONS, Administrator: The Registration Number for Federal Warranty Service Corporation is 269. INSURANCE: The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is provided to You before the sixty-first (61st) day after the proof of loss has been filed, or a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is canceled, You may apply directly to American Bankers Insurance Company of Florida. FREE LOOK - You may, within thirty (30) calendar days of the mailing of the Service Contract return this Service Contract. Upon return of the Service Contract within the applicable time period, if no claims have been made, You will be refunded the full Service Contract Price. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after the return of the Service Contract. This provision applies only to the original purchaser. If You cancel this Service Contract before the thirty-first (31st) day after the date of purchase, We shall refund You or credit to Your account the full purchase Price of the Service Contract decreased by the amount of any claims paid under the Service Contract and may not impose a cancellation fee. This right to cancel this Service contract applies only to the original purchaser of the Service Contract, and is not transferable. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the Service Contract. NOTICE: If You have complaints or questions regarding this Service Contract, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (within TX only). REGULATION: The purchase of a Service Contract is not required in order to purchase or obtain financing for the Service Contract.

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Nebraska Furniture Mart is not the Obligor of this Plan. Please refer to the enclosed Terms and Conditions for coverage details.

Provided by: Federal Warranty Service Corporation

Backed by: American Bankers Insurance Company of Florida



Improving your lifestyle.  
 Protecting your purchase.

## Mobile Protection Plan



**OUR PROMISE**  
 If we can't fix it, we'll replace it!\*



Improving your lifestyle.  
 Protecting your purchase.

## Get protected. Stay connected.

We depend on our devices to keep us connected with family, friends, and the rest of the world. With the **Mobile Protection Plan**, you won't miss a beat in the event of:



**Accidental Damage**  
 including drops, spills and cracks



**Mechanical and Electrical Failure**  
 after the manufacturer's warranty expires

Breathe a little easier knowing you have:



**Our Promise**  
 If we can't fix it, we'll replace it!\*

\* Repairs or replacements due to accidental damage are subject to a deductible. Replacement will be a new, refurbished, or recertified product of like kind and quality. Device color may vary, depending on availability. Product replacement will not exceed the original product purchase price per claim. If a replacement device is not available, a settlement or in-store credit, not to exceed the current retail replacement value of the product, will be issued. For smartphones, the maximum number of replacements is two. For all other devices, the maximum number of replacements is one.

## TOTAL PROTECTION PLAN SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. In exchange for the Price You pay, this Service Contract covers the Product(s) described on Your sale invoice provided to You at the time of Service Contract purchase, or, if applicable, on Your Product Profile. This Service Contract includes these Terms and Conditions, any state specific Disclosures, applicable Addendums (if any), Your Product Profile (if applicable), along with Your Product purchase receipt(s)/purchase order(s)/invoice(s). Your Service Contract must be made available for inspection when You require service.

THIS SERVICE CONTRACT INCLUDES THE MANUFACTURER'S WARRANTY (UNLESS OTHERWISE OUTLINED BELOW). LOSSES COVERED BY SUCH WARRANTY DURING THE WARRANTY PERIOD ARE COVERED BY THE MANUFACTURER. THIS SERVICE CONTRACT PROVIDES ADDITIONAL BENEFITS DURING THIS COVERAGE TERM. LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF ANY PART OF YOUR PRODUCT WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE CONTRACT IS SECONDARY TO SUCH WARRANTY COVERAGE.

### DEFINITIONS:

Administrator means the entity responsible for administering this Service Contract. The Administrator is Federal Warranty Service Corporation, in all states, except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-864-8742. Price means the amount paid by You for this Service Contract.

Product(s) means Your personal property, listed on Your Service Contracts sale invoice(s), or registered by You and approved by Us as well as any standard accessories such as the mouse, keyboard, speakers and monitors for laptops, desktops, and tablets; remote controls for TVs; and hard drives, controllers, and remotes for gaming systems that are included with Your covered personal property at no extra cost at time of purchase. In addition, at Our discretion, coverage may extend to any replacement product provided by the Product seller, the manufacturer, or by Us, under this Service Contract. Product Profile (if applicable) means the personal user account You create with Us to register and manage Your Product(s) and view Your coverage details (including the Product(s), coverage term, Price, applicable deductible (if any), and other applicable coverage information.

Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc. and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-864-8742.

Seller is Nebraska Furniture Mart, the entity that sold You this Service Contract. You/Your means the Product(s) owner or lessee.

### COVERAGE TERM:

Date of purchase coverage (For Products with a Manufacturer's Warranty of one (1) year or less: If You purchase this Service Contract at the same time You purchase Your Product(s), this Service Contract takes effect immediately and covers Your Product(s) up to the end of Your coverage term or until canceled by either You or Us. If You purchase this Service Contract on a date later than the purchase of Your Product(s), this Service Contract takes effect immediately after the purchase of the Service Contract and covers Your Product(s) up to the end of Your coverage term or until canceled by either You or Us. Extended Coverage (For Product with a Manufacturer's Warranty greater than one (1) year). This Service Contract will take effect at the end of the shortest period of Your manufacturer's warranty and will cover Your Product up to the coverage end date term or until canceled by either You or Us. Please see Your coverage start date and coverage term on the sale invoice provided to You at the time of Service Contract purchase.

### WHAT IS COVERED?

STANDARD PLAN: This Service Contract covers functional parts and labor costs necessary to repair Your Product(s) to the manufacturer's written specifications should Your Product(s) fail due to normal wear and tear. For consumer electronics repairs, We will restore Your Product's hardware and preloaded manufacturer's software to the original factory settings. This Service Contract also provides protection for Your Product(s) if the failure results from a power surge while they are plugged into a properly installed and functioning Underwriter's Laboratory approved surge protector. We may require You to send Your surge protector to Us for examination.

We may choose to replace Your failed or damaged Product with a like kind and quality replacement product or settlement because either We are unable to repair Your Product, the repair cost exceeds the current retail replacement value of Your Product, or Your Service Contract is a product replacement only plan.

ACCIDENTAL DAMAGE PLAN: This Service Contract provides all of the benefits under Standard Plan along with failures for accidental damage (such as drops, collisions, liquid spills, structural breaks, and cracks) as an exception to the Standard Plan exclusion. Accidental damage Plan is indicated on Your sale invoice.

### EXCLUSIONS:

STANDARD PLAN: This Service Contract excludes any loss, repair or replacement due to acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect (including when required maintenance is not performed as outlined by the manufacturer); cosmetic damage; services (failure or damage) caused by non-authorized repair personnel; accidental drops, collisions, liquid spills, structural breaks and cracks (unless Accidental Damage is indicated on Your sale invoice); pre-existing conditions known by You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; catastrophic damage (outside the scope of accidental damage); theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, failure or damage from exposure to weather conditions; loss or failure to or of antennas, external housing, casings, or consumables (including consumer replaceable batteries, ink, paper, belts, lights, knobs, buttons, etc.) that does not affect the mechanical or electrical function of the Product(s); loss or damage to stored data, repairs related to viruses, or software that is added after the original Product(s) purchase; "no problem found"/diagnosis or any defects that are subject to a manufacturer's warranty or recall (no matter if the manufacturer is in business or not); claims for any loss caused by the use of Product(s) in a manner not recommended by the manufacturer; claims arising from any breach of implied or expressed warranties of Product(s) merchantability or fitness from the manufacturer.

STANDARD PLAN AND ACCIDENTAL DAMAGE PLAN: incorporates all of the exclusions listed for Standard Plan except for the following – any loss, repair or replacement due to accidental damage, including spilled liquids, which are covered by this Service Contract.

### WHAT YOU MUST DO:

To keep this Service Contract in force during the coverage term, You must maintain the Product(s) according to the manufacturer's specifications, including cleaning and maintenance. Failure to do so may result in a service denial. You are responsible to protect the Product from further damage and comply with the owner's manual. You must notify the Administrator in writing if Your address changes. In addition, protect, secure, and backup Your data.

### IF YOU NEED SERVICE:

All claims must be reported as soon as reasonably possible. To arrange for service, Contact 1-866-864-8742. We will assist You to diagnose any technical difficulties that may exist with Your Product. To the extent that Our diagnosis confirms a covered failure, We will process Your claim and arrange for service. Our level of technical service provided under this Service Contract is specific to Your Product's hardware and preloaded manufacturer's software at time of purchase; it does not support customized or proprietary software, software/hardware training, or how to install or utilize software/applications on Your Product.

### REPAIR OPTION:

Once We confirm the Product's failure or damage, We will set up service with an authorized service/repair center determined by Us based on Your location, the Product category, and service purchased. If Your Product requires an approved repair more than once within 30 calendar days, service must be completed by the same service/repair center as the original repair. Our repair channels include:

1) If We determine that Your Product requires in-home/on-site service, We will repair Your Product at the Product's location (within the continental United States, Alaska and Hawaii). An adult (of legal age) must be present at the time of repair. The Product to be serviced must be readily accessible to the technician, as determined by Us. The technician will not remove or replace any structure, trim, mount, door, flooring, permanently affixed plumbing or piping, or external control system. The Product's removal also must not require either more than one person or for a safer removal or special equipment, tools, or other equipment. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from our repair center. If Your Product's location is beyond a thirty-five (35) mile radius of an authorized service/repair center, You may be responsible to transport the Product to/from the designated service center and assume any subsequent travel or shipping costs.

2) For depot service, We either will provide You a mailing label or box with a mailing label for You to return Your failed Product for repair. Once repaired, We will ship the Product to You.

3) If Your Product qualifies for carry-in service, repairs will be performed at an authorized repair center of Our choosing. You must contact Us to receive repair authorization prior to service. You may be responsible to transport Your Product to/from the repair center and assume any subsequent travel or shipping costs.

### REPLACEMENT OPTION:

Should We choose to replace Your failed or damaged Product because either We are unable to repair Your Product, the repair cost exceeds the current retail replacement value of Your Product, or Your Service Contract is a Product replacement only plan, We either will:

1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product will not exceed the current retail replacement value of the original Product or any Limits of Liability less any applicable deductible. We will ship the replacement product to You; or

2) Issue a in-store credit equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product or any Limits of Liability less any applicable deductible. The credit will be available with the authorization number provided at Nebraska Furniture Mart and may be used by You toward the purchase of any eligible replacement product of Your choice; or

3) Provide a settlement equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product or any Limits of Liability less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property should We choose to take possession of the Product at Our sole discretion.

You are responsible to transport Your Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses. For advance exchange replacements, once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange to either:

1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or

2) Return the Product to You and charge You the value of the replacement product, cash credit, or settlement; or

3) Return the Product to You after You return the replacement product, cash credit, or settlement to Us. The returned replacement product must be in the same condition as when We sent it to You.

### LIMITS OF LIABILITY:

A Maximum Coverage Per Claim of up to the original Product purchase price applies to each Product replacement.

For all Products except Smartphones, the maximum number of replacements is one (1). No further repairs or replacements will be provided. The first (1st) replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

For Smartphones, the maximum number of replacements is two (2). No further repairs or replacements will be provided. The second (2nd) replacement in aggregate shall constitute fulfillment of the Service Contract and will discharge all further obligations.

There is a maximum of one (1) battery replacement when capacity reaches less than fifty percent (50%) of the original specification, as determined by Us (excluding mobile device batteries).

There is a maximum of one (1) Remote Control replacement during the coverage term due to a mechanical or electrical breakdown for televisions.

### DEDUCTIBLE (if applicable):

You will be assessed a non-refundable deductible each time a repair or replacement is completed for failures due to Accidental Damage as determined by Us. For repairable products eligible for carry-in service, Your deductible will be reduced by 50% as indicated on Your sale invoice(s). If Your product cannot be repaired and must be replaced, the full deductible applies. Your deductible amount is indicated on Your sale invoice(s).

### SERVICE FEE (if applicable):

You are responsible to pay the non-refundable service fee of \$0.00 each time a repair or replacement is complete.

### UNRECOVERED EQUIPMENT FEE (if applicable):

If the damaged/unrepairable Product is not returned to Us within thirty (30) calendar days from the date We ship the replacement product to You, We will charge to You a non-refundable Unrecovered Equipment Fee of up to \$1,000. We reserve the right to collect any Unrecovered Equipment Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

### SHIPPING AND HANDLING FEE (if applicable):

You are responsible to pay a non-refundable Shipping and Handling Fee of \$0.00 each time a repair or replacement is shipped.

### TERRITORY:

This Service Contract is transferable to another individual or entity. If You wish to transfer this Service Contract coverage to the Product(s) to another individual or entity, please contact the Administrator listed above to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Service Contract cease and the designated individual or entity assumes all remaining benefits and obligations.

### DELAYS:

We will exercise reasonable efforts to provide service under this Service Contract; however, We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

### PARTS:

Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

### INELIGIBLE FOR COVERAGE:

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting. Enrollment in this Service Contract is only available for new personal property under manufacturer's warranty or, at Our discretion, reconditioned personal property. Products either not registered with Us or approved for coverage by Us as outlined in the Product(s) section or personal property not authorized or intended for sale in the United States by the product's manufacturer are ineligible for benefit under this Service Contract.

### NO-LEMON POLICY:

If Your Service Contract has a term of one (1) year or greater from the date of purchase and overlaps with the term of one (1) year manufacturer's warranty and Your Product fails three (3) times due to the same part(s) failure during the Service Contract term, upon the fourth (4th) repair for the same problem, as determined by Us, We will replace Your Product according to the Replacement Option listed above. The No-Lemon Policy only applies to Product purchased new with a full manufacturer's warranty.

### CANCELLATION:

You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or calling the Administrator at the toll-free number listed above. If You cancel this Service Contract within the first thirty (30) days of the Coverage Start Date, and previously paid the Price for this Service Contract, and received no claims benefit, the contract is void and You will receive a full refund. If You cancel this Service Contract within the first thirty (30) calendar days, You previously paid the Price for this Service Contract, and You received a claim benefit, We will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date. If You cancel after the first thirty (30) calendar days, we will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date in addition to an administrative fee, not to exceed ten percent (10%) of the Service Contract Price or ten dollars (\$10) whichever is less. We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

If You cancel or do not renew Your service or maintain an active account with Nebraska Furniture Mart for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract. We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before cancellation. We will refund the unearned pro rata Price less any claims paid.

### RENEWAL:

Formonthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For annual or other term programs, at the coverage end date We may choose, at Our option, to offer to renew this Service Contract; although, We are not obligated to do so. If We offer to renew Your Product's coverage, We reserve the right to change the provisions of this original Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the proposed renewal date. A renewal will not be processed or become effective until accepted by You. We are not obligated to accept a Service Contract renewal tendered by You.

### TRANSFER:

This Service Contract is transferable to another individual or entity. If You wish to transfer this Service Contract coverage to the Product(s) to another individual or entity, please contact the Administrator listed above to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Service Contract cease and the designated individual or entity assumes all remaining benefits and obligations.