



Improving your lifestyle. Protecting your purchase.

- Plan begins when the manufacturer's limited labor warranty ends
- If your product fails due to normal wear and tear, we'll replace it\* or reimburse you the original purchase price paid for the product
- 24/7 toll-free customer support
- No deductibles
- Great for gift-giving

\* Product will be replaced with a new, repackaged or refurbished product of like kind and quality. If replacement product is not available or it's refused, you may receive an in-store credit or cash settlement, not to exceed the retail purchase price.

## Help is just a call away

Simply call  
**1-866-864-8742**

We're available 24/7 to assist you with your replacement product



Provided by: **Federal Warranty Service Corporation**

Backed by: American Bankers Insurance Company of Florida



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Total Replacement Plan  
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Improving your lifestyle.  
Protecting your purchase.

# Replacement Protection Plan





Improving your lifestyle.  
Protecting your purchase.

# The Total Replacement Plan Advantage

## Your product. Your protection. One place.

Our plan protects your budget, replaces products that fail under normal usage, and gives you peace of mind

### Protects your budget

- Eliminate out-of-pocket expenses
- Pay no hidden fees!
- Enjoy no deductibles
- Transfer the plan to a new owner at no charge – great incentive for family members, gift-giving or resale

### Offers convenient service

- Call us toll-free at 1.866.864.8742 for quick and convenient replacement authorization should your product fail
- We'll provide flexible options for you: issue an in-store authorization, replace the product or send a check

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

### Provides peace of mind

- Enjoy our ultimate peace-of-mind guarantee: If your product fails during the term of the plan as a result of a covered failure, we'll replace it!\*
- Enjoy more years of coverage! Our plan begins when the manufacturer's limited labor warranty ends.

### Covers products under \$300, including:

- TVs
- Small electronics
- Printers
- Blu-ray players
- Cameras
- Routers
- Vacuums
- Audio components
- Small appliances
- Cordless phones
- Headphones
- And more!

\* Product will be replaced with a new, repackaged or refurbished product of like kind and quality. If replacement product is not available or it's refused, you may receive an in-store credit or cash settlement, not to exceed the retail purchase price.





## Total Replacement Plan Terms and Conditions

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

**Instructions.** You must keep this Contract and sales receipt for the Product. They are integral parts of this Contract and You may be required to produce them to obtain service.

**IF THE TERM OF THIS CONTRACT OVERLAPS WITH THE TERM OF YOUR MANUFACTURER’S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER’S WARRANTY FOR COVERAGE. THIS CONTRACT EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER’S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER’S WARRANTY.**

**Definitions.** (1) **Contract Provider/We/Us/Our** means Federal Warranty Service Corp., P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-9459, who is contractually obligated to the Contract Holder under the terms of the Contract, except in Oklahoma where the Contract Provider is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-266-9459. (2) **Administrator** means the entity who is responsible for the administration of this Contract which is Federal Warranty Service Corp. P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-864-8739, except in Oklahoma where the Administrator is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-864-8739. (3) **Contract Holder/You/Your** means the person who is the purchaser or holder of the Contract as shown on the sales receipt. (4) **Product** means the consumer item(s) which You purchased concurrently with and is covered by this Contract. (5) **Contract Purchase Price** as indicated on the sales receipt means the consideration paid by the Contract Holder for the Contract. (6) **Contract** means a Contract which You have purchased for the Product described on the sales receipt. (7) **Breakdown** means the mechanical or electrical failure of the Product caused by defects in workmanship and/or materials or power surge.

**Term of Coverage.** Coverage begins when manufacturer’s labor warranty expires and extends for the period of one, two, or three years, as stated on Your sales receipt.

**What is Covered.** This Contract covers mechanical or electrical failure of the Product caused by defects in workmanship and/or materials. We may choose to replace Your covered Product with a new, repackaged or refurbished product of like kind and quality with similar features and functionality or reimburse You the original price paid for the product, at Our discretion, when required due to a covered Breakdown, including those experienced during normal usage, subject to these Terms and Conditions, which is not covered under any other warranty or service contract or any insurance policy. The price of the replacement product shall not exceed the retail purchase price of the original covered Product. If We elect to replace Your covered Product and a replacement product, as described above, is not available or is refused, We will provide You with an in-store authorization or check settlement. The amount of the settlement shall not exceed the retail purchase price You paid for the original Product. In the instance of a Product replacement or settlement, all defective Products will become Our property.

**Limit of Liability.** For any single claim, the limit of liability under this Contract is the least of the cost of (1) authorized repairs, (2) replacement with a new, repackaged or refurbished product of like kind and quality.

**Deductible.** There is no deductible under this Contract.

**To Obtain Service.** Call the Administrator at 1-866-864-8742, 24 hours a day, seven days a week. Be prepared to tell Us which Product needs replacement and the nature of the problem. You must call the Administrator prior to having a product replaced; all replacements must be authorized in advance. Unauthorized replacements may not be covered. Replacement products may be new or re-conditioned of like kind and quality. If We replace Your covered product, the original product will become Our property and You may be required to return it to Nebraska Furniture Mart, and if You are not near a local Nebraska Furniture Mart You may return this to us at Our expense. If possible, please be sure to back up any data on Your product before replacement.

**Transfer.** This Contract may be transferred. You may transfer by contacting Us at Our address or telephone number, specified herein. Information provided by You must include the Contract number, date of transfer, new owner’s name, complete address and telephone number.

**Your Responsibilities.** In order to keep this Contract in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer’s specifications, including cleaning and maintenance as required. It is Your responsibility to protect the Product from further damage and operate the Product in accordance to guidelines listed in the user manuals either in paper or electronic format. You must notify the Administrator in writing if Your address changes.

**WHAT IS NOT COVERED. (1) IN NO EVENT WILL NEBRASKA FURNITURE MART, THE CONTRACT PROVIDER, THE INSURER, OR ANY AUTHORIZED SERVICER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR FOR LOSS OF USE WHILE AWAITING REPLACEMENT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (4) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (5) FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; (6) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (7) THE ELEMENTS OR ACTS OF GOD; (8) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCK-OUT OR CIVIL COMMOTION; (9) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (10) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES, DAMAGE COVERED BY OTHER WARRANTY OR SERVICE CONTRACT OR INSURANCE (IN SUCH A CASE, THIS CONTRACT WILL COVER ANY APPLICABLE DEDUCTIBLE); (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS CONTRACT; (12) COST OF INSTALLATION, REMOVAL OR REINSTALLATION OF THE PRODUCT, INCLUDING WALL MOUNTING; (13) DAMAGE TO COMMERCIALLY USED PRODUCTS (UNLESS THIS CONTRACT HAS BEEN SPECIFICALLY ENDORSED TO COVER BUSINESS APPLICATION OR COMMERCIAL USE); (14) ACCESSORIES AND SUPPLIES, INCLUDING: BATTERIES, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, TONER, RIBBONS, DRUMS, OR CONSUMER REPLACEABLE PRINTHEADS, VACUUM CLEANER BELTS, OR FILTERS; (15) PHYSICAL OR LIGHTNING DAMAGE TO A SATELLITE DISH; (16) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (17) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (18) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER’S WARRANTY; (19) NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS (UNLESS THEY DIRECTLY**

**CONTROL A MECHANICAL OR ELECTRICAL FUNCTION); (20) SCRATCHES, PEELING AND DENTS; (21) UNAUTHORIZED REPAIRS AND/OR PARTS; (22) PARTS FAILURE DUE TO A MANUFACTURER RECALL; (23) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (24) DAMAGE, WARPING, RUSTING OR CORROSION OF ANY NONOPERATING PART; (25) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (26) IMPROPER PACKAGING FOR SHIPMENT TO A REPAIR/SERVICE CENTER; (27) PARTS CONSIDERED CONSUMABLE BY THE MANUFACTURER LISTED IN THE OWNER’S MANUAL; (28) DAMAGE TO CLOTHING .**

**Cancellation.** You may cancel this Contract at any time and for any reason by returning Your Contract to the store where You purchased it, or by writing to the Obligor at: NFM Cancellation, P.O. Box 105689, Atlanta, GA 30348-5689. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, You shall receive a pro rata refund of any amount owed, based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Contract or twenty-five (\$25) dollars, whichever is less, and less any claims that have been paid or repairs that have been made. We may not cancel this Contract except for 1) fraud, 2) material misrepresentation, 3) nonpayment by You, 4) for violation of any of the terms and conditions of this Contract, or 5) if required to do so by any regulatory authority. If We cancel this Contract, You shall receive a refund of one-hundred percent (100%) of the pro rata unearned portion of the Contract price less any claims which have been paid. Any refund owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month.

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

**Arbitration.** To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the 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 Rules by contacting AAA at: 1633 Broadway, 10th Floor, New York, NY 10019, by calling 1-800-778-7879 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 Specific Requirements section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**Entire Contract.**

This Contract, including the terms, conditions, limitations, exceptions, and exclusions, as well as the sales receipt for Your Product, constitutes the entire agreement. Your rights under this Contract may vary from state to state.

**To obtain a large-type copy of the Terms and Conditions of this Contract, please call 1-866-864-8742.**

**The following State Specific Requirements apply if Your Plan was purchased in one of the following states and supersede any other provision herein to the contrary:**

**AL, AR, CO, CT, GA, IL, IN, KY, MA, ME, NC, NH, NJ, NV, NY, OR, SC, UT, and WY only:** The obligations of the Provider under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

**HI, MT, VA and VT only:** The obligations of the Provider under this Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

**AL, AR, CO, HI, MA, MN, MO, NJ, SC, and WY only: Free Look:** You may, within twenty (20) calendar days of mailing of the Contract, or ten (10) days if delivered at time of sale, reject and return this Contract. Upon return of the Contract within the applicable time period, if no claims have been made, You will be refunded the full Contract Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within (45) forty-five days after the return of the Contract. This provision applies only to the original purchaser.

**GA, LA, NV, OR, UT, WI, WY only:** The Arbitration provision is deleted in its entirety. It is not applicable to You.

**Alabama only:** The following is added to the Cancellation provision: In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation by Us stating the effective date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or material misrepresentation by You. All references to deduction of claims are deleted.

**Arizona only:** The following is added to the Cancellation provision: No claim incurred or paid will be deducted from any cancellation refund. We will not cancel or void this Contract due to pre-existing conditions, prior use, or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors. The following is added to the Arbitration provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Floor, Phoenix, AZ 85018-7256, Attn: Consumer Affairs.

**Arkansas only:** The following is added to the Cancellation provision: In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by Us stating the effective date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the purchase price, material misrepresentation, or a substantial breach of duties by You.

**Colorado only:** The following is added to Cancellation: In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation by Us stating the effective date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment by You, a material misrepresentation by You, or a substantial breach by You related to the covered Product or its use.

**Connecticut only:** If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the covered Product subject to the extended warranty, the cost of repair of the covered Product, and a copy of the contract. The following is added to the Cancellation provision: You may cancel this Contract if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. The following is added to the To Obtain Service provision: If Your Product is in a repair facility at the time of expiration, the expiration date will automatically be extended until the repair is complete.

**Georgia only:** The Cancellation provision is amended as follows: In the event you cancel this contract after thirty (30) days of receipt of this contract, you shall receive a refund of one hundred percent (100%) of the unearned pro rata contract price less a fee of ten percent (10%) of the pro rata refund amount or twenty-five dollars (\$25), whichever is less. No claim paid or incurred shall be deducted from any refund owed. This Plan may only be cancelled or terminated by Us for fraud, material representation or nonpayment. Cancellation shall be in accordance with OCGA 33-24-44 of the Georgia Code. If You wish to cancel, You must notify the Administrator in writing or surrender the Contract to the Administrator, whereupon the Administrator will refund the unearned Contract Purchase Price. Under **WHAT IS NOT COVERED:** Exclusion 2 is amended to read: (2) **PRE-EXISTING CONDITIONS KNOWN BY YOU;**

**Illinois only:** The following is added to the What is Covered provision: This Contract covers breakdowns due to normal wear and tear.

**Indiana only:** Proof of payment to the Retailer that sold You this Contract constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

**Maine only:** The Cancellation provision is amended to include the following: In the event We cancel the Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation.

**Maryland only: Free Look:** You may, within twenty (20) calendar days of mailing of the Contract, or twenty (20) days if delivered at time of sale, reject and return this Contract. Upon return of the Contract within the applicable time period, if no claims have been made, You will be refunded the full Contract Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract. This provision applies only to the original purchaser.

**Massachusetts only:** The following is added to the Cancellation provision: In the event We cancel the Contract, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation.

**Michigan only:** If performance of the service contract is interrupted because of a strike or work stoppage at the company’s place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.



**Minnesota only:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to American Reliable Insurance Company, who insures Our obligations under this Contract, at the following address: 11222 Quail Roost Drive, Miami, FL 33157. The **Cancellation** provision is amended to include the following: In the event We cancel the Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. The following is added to the **Arbitration** provision: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

**Missouri only:** The obligations of the Provider under this 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 that any Covered Service is not paid within sixty (60) days after proof of loss has been filed, including a claim for a refund of the unearned Contract Purchase Price, or We cease to do business or go bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Nevada only:** The purchase of the Contract as a condition of approval of a loan or the purchase of goods is not permitted. This Contract is not renewable. The following is added to the **Cancellation** provision: We may not cancel this Contract once it has been in effect for seventy (70) days, except for the following conditions: failure by You to pay the Contract Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Contract; fraud or material misrepresentation by You in purchasing the Contract or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Contract by You which substantially and materially increases the service required under the Contract; or a material change in the nature or extent of the service required under the Contract which occurs after the purchase of the Contract and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Contract, no cancellation may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. **Free Look:** If this Contract is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The following is added to the **To Obtain Service** provision: Emergency service on goods that are essential to the health and safety of the holder will commence within 24 hours after the claim is reported and will be completed as soon as reasonably practicable thereafter. Should repairs require more than three (3) calendar days to complete, You will be provided with a report outlining: (1) required repairs or services, (2) reason for the delay of the repair including parts status, (3) the current estimated time to complete repairs or service. Any inquiries may be made to the Administrator and will be responded to within one (1) business day.

**New Hampshire only:** Any and all loss or damage that occurs prior to the effective date of this Contract will not be covered. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, 1-800-852-3416.

**New Jersey only:** The following is added to **Cancellation:** You will be provided with a written notice at least thirty (30) days prior to cancellation at your last known address, with the effective date of cancellation and

the reason for cancellation. Prior notice of cancellation is not necessary if canceled due to non-payment by You or material misrepresentation.

**New Mexico only:** The purchase of this Contract is not required in order to purchase any Product(s). **Free Look:** If this Contract is returned within twenty (20) calendar days of mailing of the Contract, or ten (10) days if delivered at time of sale if refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Contract Purchase Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. We may not cancel this Contract once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the following conditions: failure to pay the Contract Purchase Price; the conviction of You of a crime which results in an increase in the service required under the Contract; fraud or material misrepresentation by You in purchasing the Contract or obtaining service; or the discovery of an act or omission, or a violation of any condition of the Contract by You which substantially and materially increases the service required under the Contract. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less any claims paid.

**New York only: Free Look:** You may, within twenty (20) calendar days of mailing of the Contract, or ten (10) days if delivered at time of sale, reject and return this Contract. Upon return of the Contract within the applicable time period, if no claims have been made, You will be refunded the full Contract Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract. This provision applies only to the original purchaser. The following is added to the **Cancellation** provision: In the event We cancel this Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

**North Carolina only:** The purchase of this Contract is not required in order to obtain financing.

**Ohio only:** The obligations of the Provider under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. If We fail to perform or make payment due under the terms of the Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Contract in which We must refund You upon cancellation of the Contract.

**Oklahoma only:** Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations of the Provider under this Contract are insured under a service contract contractual liability insurance policy. Our obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **Cancellation** provision is deleted and replaced with the following: You may cancel this Contract at any time by returning Your Contract to the store where You purchased it, or by writing to the Obligor at: NFM Cancellation, P.O. Box 105689, Atlanta, GA 30348-5689. This Contract may be canceled by You for any reason. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, and no claims were made, the refund will be based upon one hundred percent (100%) of the unearned

pro rata premium. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, or have made a claim within the first thirty (30) days, the refund will be one hundred percent (100%) of the unearned pro rata premium, less (a) ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less and (b) the actual cost of any service provided under this Contract. We may not cancel this Contract except for 1) fraud, 2) material misrepresentation, 3) nonpayment by You, 4) for violation of any of the terms and conditions of this Contract, or 5) if required to do so by any regulatory authority. If We cancel this Contract, You shall receive a refund of one hundred percent (100%) of the unearned pro rata Premium, less the actual cost of any service provided under this Contract. Any refund owed and not paid within thirty (30) days shall include a ten percent (10%) per month. The **Arbitration** provision is deleted and replaced with the following: **NONBINDING ARBITRATION: Read The Following Arbitration Provision (“Provision”) Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Nonbinding Arbitration.** Disputes under this Contract shall be subject to mandatory, nonbinding Arbitration. To begin Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of the AAA’s Rules by contacting AAA at: 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879, 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 not any state law on Arbitration. The Arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the Arbitration proceeding. You also agree that any Arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**South Carolina only:** All references to a cash settlement do not apply to You. If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or by calling 1-800-768-3467. The **Cancellation** provision is amended to include the following: In the event We cancel the Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if cancellation is for nonpayment, material misrepresentation, or substantial breach of duties.

**Texas only:** The Registration number for Federal Warranty Service Corporation is 269. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202 or 1-512-463-6599. The obligations under this 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 not provided to You by Us before the sixty-first (61<sup>st</sup>) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Contract is canceled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Contract is not required in order to purchase or obtain financing. **Free Look:** If You cancel this Plan before the thirty-first (31<sup>st</sup>) day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Plan and may not impose a cancellation fee. This provision applies only to the original purchaser of the Plan, and is not transferable. **Cancellation:** We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Plan to Us.

**Utah only:** Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. We can cancel during the first sixty (60) days of an annual term, for any reason, by mailing a notice of cancellation at least thirty (30) days prior to the effective date of cancellation (ten (10) days for nonpayment of premium). After sixty (60) days have elapsed, We may cancel by mailing a cancellation notice at least thirty (30) days prior to the effective date of cancellation (ten (10) days for nonpayment of premium) for cancellations due to any of the following reasons: material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan; or substantial breach of contractual duties, conditions, or warranties. You will be refunded the unearned pro rata Service Plan Purchase Price, less any claims paid, except as otherwise required by law.

**Washington only: Free Look:** You may, within twenty (20) calendar days of mailing of the Contract, or ten (10) days if delivered at time of sale, reject and return this Contract. Upon return of the Contract within the applicable time period, if no claims have been made, You will be refunded the full Contract Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Contract. This provision applies only to the original purchaser. The following is added to the **Cancellation** provision: In the event We cancel the Contract, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. Obligations provided under this contract are backed by the full faith and credit of the contract provider. **Definitions: Administrator/Provider** is the entity who is responsible for the administration of the Service Contract which is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-866-864-8742. **Provider Fee/Contract Purchase Price** means the consideration paid by the Service Contract Holder for the Service Contract. **Service Contract/Contract** means a Contract which You have purchased for the Product described on the sales receipt. **Service Contract Holder/You/Your** means the person who is the purchaser or holder of the Service Contract as shown on the sales receipt. **Service Contract Provider/We/Us/Our** means Federal Warranty Service Corp. who is contractually obligated to the Service Contract Holder under the terms of the Contract. All references to Obligor are replaced by the term Service Contract Provider. The following is added to the **Arbitration** provision: Nothing in the section headed ‘Arbitration’ shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

**Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The obligations of the Provider under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. This Contract is not a contract of insurance. This is a ‘service contract’ as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. Proof of loss must be provided as soon as reasonably possible and within one year after the time required by the Contract. Failure to furnish proof of loss within the time required does not invalidate or reduce a claim, unless We are prejudiced thereby, and it was reasonably possible to meet the time limit. **Free Look:** You may, within twenty (20) calendar days of mailing of the Contract, or ten (10) days if delivered at time of sale, reject and return this Contract. Upon return of the Contract within the applicable time period, if no claims have been made, the Contract is void and You will be refunded the full Contract Purchase Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within (45) forty-five days after the return of the Contract. The right to void this Contract is not transferable and applies only to the original purchaser. The **Cancellation** provision is deleted and replaced with the following: You may cancel this Contract at any time and for any reason by returning Your Contract to the store where You purchased it, or by writing to the following address: NFM Cancellation, P.O. Box 105689, Atlanta, GA 30348-5689. In the event You cancel this Contract within thirty (30) days of receipt of this Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after thirty (30) days of receipt of this Contract, You shall receive a pro rata refund of any amount owed, based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Contract. We may not cancel this Contract except for 1) a substantial breach of duties by You related to the covered Product or its use 2) material misrepresentation, or 3) nonpayment by You. If We cancel this Contract, You shall receive a refund of one-hundred percent (100%) of the pro rata unearned portion of the Contract price. Any refund owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month. A cancellation notice stating the reason and the effective date of cancellation will be mailed to Your last known address at least five (5) days prior to cancellation.

**Wyoming only:** The following is added to the **Cancellation** provision: The provider of the Contract shall mail a written notice to the Contract Holder at the holder’s last known address contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product(s) or its use.

#### PRIVACY NOTICE

To review the General Privacy Policy of Federal Warranty Service Corporation and Assurant Service Protection, Inc., Assurant Solutions companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.