

## Protection Plan Terms and Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review the Order Summary and purchase receipt provided to You at the time You purchased this Protection Plan.

### 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In **California**, “We”, “Us” and “Our” shall mean SquareTrade, Inc.; in **Arizona, Oklahoma, and Wyoming**, “We”, “Us” and “Our” shall mean Complete Product Care Corp. The aforementioned are located at 600 Harrison Street, Suite 400, San Francisco, CA 94107. In **Florida**, “We”, “Us” and “Our” shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. You may reach Us at 1-877-927-7268. In **Washington**, “We”, “Us” and “Our” shall mean Protection Plan Group, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107. You may reach Us at 1-877-927-7268.

“Administrator” shall mean SquareTrade, Inc. located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 with a telephone number: 1-877-927-7268.

“You”, “Your” shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan. The Coverage Start Date is the latest of the date of purchase of the Protection Plan or the date following termination of any Waiting Period, unless expressly provided otherwise.

Waiting Period: The amount of time between the Protection Plan purchase date and the Coverage Start Date. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Protection Plan and provide You with a full refund of the Protection Plan Price.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Coverage Amount: The purchase price of the Product(s), exclusive of taxes and fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, such as Accidental Damage from Handling (ADH) coverage.

Deductible: The applicable deductible, if any, for claims.

### 2. YOUR RESPONSIBILITIES:

- (A) Purchase the correct Allstate Protection Plan for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.
- (B) Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through allstateprotectionplans.com and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- (C) Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

### 3. COVERAGES AND TERMS:

This Protection Plan will cover a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. This Protection Plan is inclusive of any manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications at Our sole option.

#### A. CELL PHONE, LAPTOP AND TABLET PLANS:

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
  - (1) Defects in materials and/or workmanship;
  - (2) Damaged or defective buttons or connectivity ports located on Your Product;

- (3) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
- (4) Dust, internal overheating, internal humidity/condensation;
- (5) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination; and
- (6) For cell phones only, if the original rechargeable battery is defective as determined by Us in Our sole discretion and it cannot be removed and replaced by You, one (1) battery repair or replacement.

#### B. JEWELRY AND WATCH PLANS:

- (i) This Protection Plan covers watches and jewelry products, such as, but not limited to, earrings, necklaces, bracelets, pendants and rings.
  - (1) JEWELRY: This Protection Plan provides coverage for jewelry where the problem is a result of a failure caused by defects in materials and/or workmanship, as follows: cracked diamonds or gemstones (coverage limited to diamonds and gemstones up to 0.25 carat); cracked bands; loss of stones due to defective settings (coverage limited to diamonds and gemstones up to 0.25 carat); broken, worn or bent prongs; broken earring posts and backs; broken chains, bracelet links or clasps; broken settings; or cracked ring shanks.
  - (2) WATCHES: This Protection Plan provides coverage for watches where the problem is a result of a failure caused by defects in materials and/or workmanship, as follows: any broken watch band, case, clasp, crown, cracked crystal, inner movement or stem. For watch band failure, We may elect to replace either segments of the band, the complete band, or the watch, at Our discretion.

#### C. FURNITURE AND RUG PLANS:

- (i) This Protection Plan covers furniture and rugs that are used for personal, family or household purposes or in a small office or home office setting, and which are constructed of or with upholstered fabric, microfiber, coated fabrics, A&P leather, bonded leather, bycast leather, vinyl, wood, glass, laminates, metal and stone. This Protection Plan does not cover furniture or rugs that are constructed of or with upholstered silk.
- (ii) FURNITURE: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
  - (A) STANDARD: where the problem occurs as a result of normal use of the Product, as follows: seam separation; broken hardware and pulls; separation of joints and welds; structural defects to frames, cases, seat or back construction; broken hinges, casters, slides, drawer pull/guides or swivels; and damaged mechanical elements. If Plus coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish.
  - (B) ACCIDENTAL: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns, punctures, gouges, chips, dents, breakage and chips to glass on tables, desks, wall units and cabinets; breakage, chipping and/or loss of silvering to mirrors. If Plus coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish.
  - (iii) RUG: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
    - (C) STANDARD: unintentional stains attributed to a single occurrence (excluding accumulation).
    - (D) ACCIDENTAL: unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures.
- (iv) ADJUSTABLE BED: This Protection Plan provides coverage for Your Product (or the

affected part of Your Product) for any defective: frames; welds; mechanisms, including inclining, reclining, heating and vibrating; electrical components, including motors, wiring and remote operation devices.

#### **D. MATTRESS PROTECTOR PLANS:**

- (i) This Protection Plan covers mattress protectors and mattresses (excluding box springs) purchased and used concurrently with a covered mattress protector and that are used for personal, family or household purposes. If You purchase this Mattress Protector Protection Plan, You will receive a mattress protector at or around the same time as You receive Your mattress.
- (ii) This Protection Plan provides coverage for Your Product (or the affected part of Your Product) where the problem is a result of a failure caused by:
  - (1) Defects in materials and/or workmanship of the mattress protector (excluding defects covered by the manufacturer's warranty).
  - (2) If ADH coverage has been offered and purchased at the time of sale as part of Your Protection Plan, unintentional stains attributed to a single occurrence (excluding accumulation). The foregoing stain coverage does not include stains from incontinence, hair and body oils, perspiration, dyes, paints, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us.

#### **E. OPTICAL PLANS:**

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
  - (1) Defects in materials and/or workmanship, such as: loose or broken hinges, end pieces, lenses, nose pads or pad arms.
  - (2) If ADH coverage has been offered and purchased at the time of sale as part of Your Protection Plan, damage from drops or impacts associated with the handling and use of Your Product, including scratched lenses.
- (ii) There may be a co-pay for this Protection Plan in place of a Deductible. If there is a co-pay, it will be identified as the Deductible in the Order Summary.

#### **F. MULTI-ITEM PLANS:**

- (i) If multi-item coverage has been offered and purchased at the time of sale as part of Your Protection Plan, this Protection Plan may cover the items identified as Products, as described herein.
- (ii) There may be a service fee per claim for this Protection Plan in place of a Deductible. If there is a service fee, it will be identified as the Deductible in the Order Summary.
- (iii) You may be required to register all of the Products under this multi-item Protection Plan.

#### **G. ALL OTHER PRODUCT PLANS:**

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
  - (1) Defects in materials and/or workmanship;
  - (2) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
    - (i) Six (6) or more defective pixels for displays up to 17";
    - (ii) Eight (8) or more defective pixels for displays greater than 17".
  - (3) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.

#### **H. BUSINESS USE PLANS:**

- (i) If You were offered and purchased business use coverage on Your Product via a specific business program intended for commercial, educational, rental or industrial purposes, this Protection Plan provides coverage for Your Product as described herein, except that Section 8(A.V) shall not apply.

### **4. OPTIONAL COVERAGES:**

#### **A. ACCIDENTAL DAMAGE FROM HANDLING (ADH):**

Except as otherwise specified, if You were offered and purchased ADH as an integral part of Your coverage, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH does not provide protection against theft, loss, reckless or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.

#### **B. BATTERY COVERAGE:**

If You were offered and purchased optional battery coverage on Your Product, Your Protection Plan will also include up to one (1) battery repair or replacement during the first two (2) years of the Coverage Term, when the original rechargeable battery is defective as determined by Us in Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery. Battery coverage is only available for Products that are new or manufacturer certified refurbished products.

### **5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:**

#### **A. ALL PROTECTION PLANS:**

File a claim online at [allstateprotectionplans.com/claim](http://allstateprotectionplans.com/claim) or call Us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, We will service Your Product as described in Section 6 below.

Depending on Your Product, We may, at Our discretion, require You to submit pictures (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

#### **B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PLANS:**

Claims must be filed within thirty (30) days from the date of occurrence of the stain or damage.

### **6. HOW WE WILL SERVICE YOUR PRODUCT:**

#### **A. ALL PROTECTION PLANS:**

Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (on-site, mail-in or local repair service may be available, in Our discretion);
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product); or
- Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount.

#### **B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:**

If We elect to repair Your Product, We will, at Our option, (1) provide cleaning or repair advice, (2) mail You a stain removal kit, including products to aid in stain removal, (3) mail You a parts kit to replace missing or broken parts and/or (4) arrange for on-site service as described below. Please note that We cannot guarantee that any such repair or replacement will result in exact matches (such as color matches) with the original Product due to differences in dye lots, natural grains, external conditions or other similar reasons.

In the case of a mattress protector Protection Plan, We may also, at Our option, provide You with a replacement mattress protector.

#### **7. LIMIT OF LIABILITY:**

If You have Product(s) covered under this Protection Plan, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan or the total number of claims made pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or a replacement product of like kind, quality and functionality, then We will have no further obligations under this Protection Plan.

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 PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

#### **8. WHAT IS NOT COVERED:**

##### **A. ALL PROTECTION PLANS:**

- (A) Except as otherwise provided, normal wear and tear;
- (B) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- (C) Natural flaws or inherent design or manufacturer's defects;
- (D) Intentional damage;
- (E) Lost, stolen or irretrievable items;
- (F) Any Product that is fraudulently described or materially misrepresented;
- (G) Secondary or collateral damage;
- (H) Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- (I) Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
- (J) Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- (K) Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- (L) Damage caused by cleaning methods, products or materials;
- (M) Defects due to the installation, assembly or hookup of Your Product;
- (N) Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- (O) Claims made under any improperly or incorrectly purchased Protection Plan;
- (P) Except as otherwise provided, "cosmetic damage," defined as any damages or changes

to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;

- (Q) Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- (R) Accidental damage or liquid damage unless ADH coverage was offered and purchased as part of Your Protection Plan;
- (S) Projector or rear projection TV bulbs;
- (T) Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- (U) Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings and trim;
- (V) Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
- (W) Product(s) with removed or altered serial numbers;
- (X) Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- (Y) Damage to computer hardware, software and data or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or re-installation of any software or data;
- (Z) "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
  - (aa) Items sold in a private sale (e.g. flea market, yard sale, estate sale, Craigslist);
  - (bb) Any Product that is a demonstration/in-store model, or that is sold "as-is";
  - (cc) A Product that is no longer in Your possession;
  - (dd) Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.

#### B. ADDITIONALLY FOR JEWELRY AND WATCH PLANS:

- (A) Natural flaws or inherent design or manufacturer's defects, including, but not limited to, flaws in materials, precious or semi-precious stones or gems;
- (B) Introduction of foreign objects into the Product;
- (C) Tampering with prongs, bezels or other elements designed to secure stones;
- (D) Failures caused by excessive or abusive treatment;
- (E) Any Product that has been resized, repaired or serviced by an unauthorized third party.

#### C. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:

- (A) Products made of "X" coded fabric, dry cleaning only fabric, non-colorfast fabric or silk fabric;
- (B) Natural flaws, inherent design defects or manufacturer's defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; wood stains; delamination of microfiber; manufacturer's defects of leather or upholstery;
- (C) Stains caused by from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;
- (D) Damage caused the application of topical treatments to the Product;
- (E) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;
- (F) Odors, pet or animal damage from teeth, beaks or claws;
- (G) Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
- (H) Scratches of any type;
- (I) Loss of resiliency;
- (J) Separation of seams along mattress seam lines.

#### D. ADDITIONALLY FOR OPTICAL PLANS:

Any failure, damage, repairs or loss in connection with, or resulting from, anything considered a medical reason, including, but not limited to, eye exams, repair or replacement resulting from outgrowing the original product, or change in prescription.

### 9. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem, within any twelve (12) month period, the Product will be replaced with a comparable product or a cash settlement will be provided. The cost of the replacement will not exceed Your Product's Coverage Amount, except that, in the case of multi-item Protection Plans, replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from ADH.

### 10. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

### 11. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at [allstateprotectionplans.com](http://allstateprotectionplans.com) to obtain a claim authorization number. At that time, You will be

instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

### 12. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan log in to [allstateprotectionplans.com](http://allstateprotectionplans.com), or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

### 13. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, log in to [allstateprotectionplans.com](http://allstateprotectionplans.com) or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week. If You cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a 100% refund of the Protection Plan Price. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You or for any reason on forty-five (45) days' written notice to You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.

### 14. ARBITRATION:

**Please read this arbitration provision carefully. It affects Your rights.** Most of Your concerns about this Program can be addressed simply by contacting Us at 1-877-927-7268. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Protection Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Protection Plan.

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose before this Protection Plan was entered into by You and Us or that arises after Protection Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this section does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("**Notice**") by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("**AAA**"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**Arbitration Rules**") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars (\$10,000) or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars (\$10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this section, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall

be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or seven thousand five hundred dollars (\$7,500), whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this section is found to be unenforceable, then the entirety of this section shall be null and void.

## 15. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

## 16. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

### STATE VARIATIONS:

The following state variations shall apply if inconsistent with any other terms and conditions.

**Alabama:** If You are a resident of Alabama, to the extent that any term in Section 14 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 14 "Arbitration": The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. 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 return of the service contract to the provider.

**Arizona:** Section 8A.b "What is Not Covered" of these Terms and Conditions is deleted in its entirety.

**California:** If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel Your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the "Cancellation" section of the Protection Plan.

**Arbitration:** For California residents the Arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into Arbitration is solely at the discretion of the contract holder; (2) if Arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) if any statement found within this contract contradicts this section, this section shall take precedence. To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, California, 95834, or You may visit their website at [www.bearfti.ca.gov](http://www.bearfti.ca.gov).

**Connecticut: Resolution of Disputes:** If You purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Protection Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

**Florida:** The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 15, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871.

**Georgia:** Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days. Arbitration is non-binding. Section 8(A.B) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

**Maine:** With respect to Maine contract holders, the Obligor under this Protection Plan is the Dealer.

**Nevada:** This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234. A ten percent (10%) penalty per 30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.**

**New Jersey:** If You are a resident of New Jersey, the following shall replace Section 15 "Guarantee" of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against First Colonial Insurance Company.

**New Mexico:** This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

**Oklahoma:** This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 600 Harrison Street, Suite 400, San Francisco, CA 94107, License Number 44200878.

**Oregon: Arbitration:** If You are a resident of Oregon, to the extent that any term in Section 14 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 14 "Arbitration": Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and 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. Any award rendered shall be a nonbinding award against You.

**South Carolina:** In the event of a dispute with the provider of this Protection Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Protection Plan is not an insurance contract.

**Texas:** The administrator for this Protection Plan is SquareTrade, Inc. registration number 155.

**Utah:** Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation:** If You are a resident of Utah, the following shall replace the second paragraph of Section 13 "Cancellation" of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation. **Arbitration:** If You are a resident of Utah, to the extent that any term in Section 14 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 14 "Arbitration": ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF AL-

LOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Virginia:** If any promise made in these Terms and Conditions 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-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** Section 15 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this contract are back by the full faith and credit of the service contract provider, Protection Plan Group, Inc. Protection Plan Group, Inc. is located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 and You may contact them toll-free at 1-877-927-7268. You may apply directly to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062 or You may contact them toll free at 1-800-669-9313 for payment or performance due.

**Wisconsin:** The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. 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 financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address Our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in Our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. 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 return of the service contract to the provider.

**Wyoming:** The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder 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, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the Covered Product or its use. 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 return of the service contract to the provider. **Arbitration:** If You are a resident of Wyoming, to the extent that any term in Section 14 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 14 "Arbitration": At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.