

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligor: Obligor: The Company obligated under the Plan in all states except Florida **N.E.W. Customer Protection Company, Inc.**, whose address is 300 S. Wacker Drive, Suite 1350, Chicago, Illinois 60606, telephone 1-866-856-3882. In Florida the company obligated under this Plan is **National Electronics Warranty Corporation of Florida**, (a Service Warranty Association), P.O. Box 1340, Sterling, Virginia 20167, telephone 1-866-856-3882.

Definitions: (1) "we", "us", or "our" refer to the Company obligated under this Plan, as referenced above; (2) "administrator" refers to (a) National Electronics Warranty, LLC in all states and DC except in AL, AZ and FL; (b) N.E.W. Customer Protection Company, Inc. in AL and AZ; and (c) National Electronics Warranty Corporation of Florida (a service warranty association) in FL (NEW refers collectively to National Electronics Warranty, LLC, N.E.W. Customer Protection Company, Inc. and National Electronics Warranty Corporation of Florida)The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia 20166; (3) "retailer" refers to Home Depot U.S.A., Inc.; (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship, b) normal wear and tear c) dust, heat, or humidity, and d) power surges; (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) "you", "your", and "service contract holder" refers to the individual who purchased the product and the Plan or the individual to whom the Plan was transferred to as per these terms and conditions.

Instructions: You must keep the receipt for your product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the receipt containing the length of this Plan and product identification, constitute the entire agreement.

Replacement Plans (products less than \$300):

What is Covered: This Plan covers the replacement of your product in the event the product experiences a covered breakdown which is not concurrently covered under any insurance policy or any other service contract. We may replace your product with a replacement product or we may, at our discretion, issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

This Plan includes the following enhanced coverage beginning on your date of purchase:

- **Surge protection**

Term of Coverage: The term of the Replacement Plan coverage begins immediately following the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

How it works: If your product experiences a breakdown, contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. We will pay for the cost of shipping your product back to our authorized service center for replacement. Once your product has been replaced, all of our obligations under this Plan have been fulfilled in their entirety.

Service Plans (products \$300 and over other than Hot Water Heaters):

What is Covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

This Plan includes the following enhanced coverage beginning on your date of purchase:

- **Food Spoilage** – You will be reimbursed up to \$300 per appliance for food losses resulting from the covered breakdown of your refrigerator or freezer during the term of this Plan; proof of loss is required.
- **Pickup and delivery** for products with an original purchase price of \$799 and above.
- **Surge protection**

Term of Coverage: The term of the Service Plan coverage begins immediately following the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below

for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

How it works: If your product experiences a breakdown, contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. If in-home service is not provided, we will pay for the cost of shipping your product back for repair or replacement. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

No Lemon Policy: After three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a gift card or check with a value equivalent to the original purchase price of the product, including sales tax. This Plan shall be satisfied upon replacement of your product or issuance of your Home Depot gift card or check.

Service Plans for Hot Water Heaters:

What is Covered for all Hot Water Heaters except for Lifetime Hot Water Heaters: This Plan covers labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt.

What is Covered for Lifetime Hot Water Heaters: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a Home Depot gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

These Plans include the following enhanced coverage beginning on your date of purchase:

- Surge protection
- Re-installation labor in the event a water heater cannot be repaired and needs to be replaced.

Term of Coverage for Hot Water Heaters: The term of the water heater service begins upon the expiration of the manufacturer's labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or Home Depot gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

Term of Coverage for Lifetime Hot Water Heaters: The term and coverage of this Plan begins upon the expiration of the manufacturer's labor warranty and continues for the life of the water heater.

How it works: If your product experiences a breakdown contact customer service at 1-800-HOMEDEPOT (1-800-466-3337) to process your claim. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. Once your product has been replaced all of our obligations under this Plan have been fulfilled in their entirety.

No Lemon Policy: After three (3) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a fourth (4th) repair for the same breakdown or component, as determined by us, we will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide you a Home Depot gift card or check with a value equivalent to the original purchase price of the product, excluding sales tax. This Plan shall be satisfied upon replacement of your product or issuance of your gift card or check.

The following terms apply to All Plans:

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price that you paid for the product (excluding any delivery charge and sales tax). The total liability under this Plan is the purchase price you paid for the product, including sales tax, as indicated on your sales receipt; in the event that (a) the total of all repairs exceeds the purchase price you paid for the product, excluding sales tax, (b) we reimburse you for the purchase price of your product or (c) we replace your product with a product of like kind and quality that performs to the factory specifications of the original product, we shall have satisfied all of our obligations under this Plan.

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Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

Deductible: There is no deductible required to obtain service for your covered product.

Transferable: This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer, call 1-800-HOMEDEPOT (1-800-466-3337). Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner. The Lifetime Service Plan is non-transferable.

Moving: Except for coverage for water heaters, in the event you move or relocate, please contact us so we may update your service address.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

GENERAL EXCLUSIONS: THESE PLANS DO NOT COVER: (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; LOSS OF DATA; AND DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS (5) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (12) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (13) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, ETC.); (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN); (16) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS; (18) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (19) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (20) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (21) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (22) CLEANINGS AND ALIGNMENTS; (23) THEFT OR LOSS; (24) HOT WATER RE-INSTALLATION COSTS OUTSIDE OF LABOR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, COUNTY, OR STATE REGULATIONS; (25) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (26) COST OF PREVENTATIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (27) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND (28) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.

Renewal: The Replacement Plan is not renewable. The Service Plan may be renewed at our discretion.

Cancellation: This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the administrator at the address below. For the first ninety (90) days you may return to your local Home Depot store for a full refund. If the Plan is cancelled: (a) within ninety (90) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after ninety (90) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or NEW for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

Mail cancellation request along with this document and all original receipts to:
P.O. Box 1818
Sterling, VA 20166

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Insurance Securing this Plan: Insurance: This is not a Plan of insurance. Obligations of the Obligor under this Plan are insured under a service Plan reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In AL, AR, AK, AZ, CT, GA, IL, KY, MO, MT, NH, NC, NY, OH, OR, TX, UT, WA, WI, and WY only: If You have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing and a copy of this Plan and the sales receipt for the Product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206.

STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the original purchase price of the product, as determined by us, not to exceed the original purchase price including all applicable taxes.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or anytime after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Massachusetts Residents: If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least five (5) days prior to cancellation. 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 Plan to us.

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you 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. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. **This Plan shall be cancelled by us or NEW for fraud or material misrepresentation by you, including but not limited to commercial or rental use.**

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to NEW at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or NEW may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or NEW cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or NEW may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. 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 Plan to us. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or

material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

WASHINGTON RESIDENTS: You may apply directly to the insurance company.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. **Section 10 of the "What is not Covered" section of this Plan does not apply.** We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. 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 Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company.

To Obtain a large type copy of the Terms and Conditions of this Contract, please call 1-800-HOMEDEPOT (1-800-466-3337).

Administered by:

NEW

P.O. Box 1340 Sterling, Virginia 20167

SAMPLE