

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.

**Obligors:** The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.** whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882.

**Definitions: Throughout this Plan the words** (1) "we", "us", or "our" refer to the company obligated under this Plan, as referenced in the Obligor section above; (2) "administrator" refers to (a) National Electronics Warranty, LLC in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; (c) Asurion Service Plans of Florida, Inc. (a service warranty association) in FL ("NEW" refers collectively to National Electronics Warranty, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "retailer" and "Target" refers to Target Corporation. (4) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; (5) "you", "your", and "service contract holder" refers to the individual who purchased the product and this Plan or the individual to whom the product and this Plan have been transferred; (6) "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; For video game software/CD/DVD Plans, "breakdown" refers to 1) scratches due to normal wear and tear as a result of normal use and 2) damage caused by unintentional and accidental damage from handling as a result of normal use ("ADH").

**Instructions:** You must keep this Plan and the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement. Your rights under this Plan may vary from state to state.

**To Obtain Service:** Call NEW 24 hours a day, seven days a week, at (866) 469-6356 or logon to [www.target.com/extendedservice](http://www.target.com/extendedservice). Please have your receipt handy and be prepared to tell us which product needs service and the nature of the problem. You must call NEW prior to obtaining service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Foreign language assistance is available for your convenience.

#### **What is Covered:**

**For Electronics and Computers/Portable Computing Devices:** 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 other warranty or service contract. Except for power surge coverage, which begins on the date you purchase your covered product, coverage is effective upon expiration of the manufacturer's labor warranty. If in-home service is provided for the full term of the manufacturer's warranty, then it will be provided under this Plan. If in-home service is not provided, NEW is responsible for the cost of shipping your product to and from our service center or replacement facility. Repair or replacement of the product will be at our discretion, when required due to a breakdown in accordance with the terms and conditions stated herein. **Note:** Repair or replacement for breakdowns due to power surges shall be provided regardless of whether a product is covered under any other warranty or service plan. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product of like kind and quality or we may at our discretion issue you a gift card or check for the original purchase price of that product, excluding 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. You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for restoring software or data to your product. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product.

#### **This Plan includes the following enhanced coverage:**

- **Battery Replacement:** This Plan will provide for the one-time replacement of an imbedded or rechargeable battery found in the following Products: digital cameras, camcorders, MP3 players, and phones. The battery will qualify for replacement only if it fails to accept or hold a charge and failure occurs during the first year of the Plan. **NOTE:** Disposable batteries (AA, AAA, C, LR44, DL123A, etc) do not qualify for this coverage.
- **Bulb Replacement:** This Plan will provide for one (1) lamp replacement per product per Plan term for equipment that uses projection lamp technology, such as televisions or projectors.
- **Pixel Repair:** This Plan provides pixel repair based on the manufacturer's guidelines.
- Unintentional or accidental damage from handling as a result of normal use ("ADH") for portable computing devices beginning from your date of purchase.

**For Video Game Software:** This Plan provides for the replacement of your covered product in the event it experiences a breakdown. If your product experiences a breakdown, it will be replaced with a refurbished product with the same title as your original product. In the event a refurbished product is not available, we will, at our discretion, provide you with a new product or reimburse you in an amount equal to the original purchase price of the covered product, excluding sales tax. Once your product has been replaced or you have received reimbursement for your product pursuant to this Plan, all of our obligations under this Plan have been fulfilled in their entirety.

**No Lemon Policy:** After two (2) service repairs have been completed on an individual product for the same breakdown or component, and that product requires a third (3<sup>rd</sup>) repair for the same breakdown, 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 with a Target 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 issuance of your gift card or check (NOTE: The No Lemon Policy is not applicable to breakdowns caused by unintentional and accidental damage from handling).

**Term of Coverage:**

**For Replacement Plans:** The term and coverage of this Plan commences on the date of product purchase and continues for a period of two (2) years, as indicated on your sales receipt. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

**For Service Plans:** The term and coverage of this Plan commences on the date of product purchase and continues for a period of three (3) years, as indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

**Computer Service Plans:** The term and coverage of this Plan commences on the date of product purchase and continues for a period of two (2) years, as indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

**Portable Computing Service Plans:** The term and coverage of this Plan commences on the date of product purchase and continues for a period of two (2) years, as indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

**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, excluding sales tax, as indicated on your sales receipt; in the event that the total of all repairs exceeds the purchase price you paid for the product, excluding sales tax, or we reimburse you for a product with another product with similar features, we shall have satisfied all of our obligations under this Plan.

**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.

**Replacement Product:** 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**

**WHAT IS NOT COVERED:** (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT (UNLESS YOU PURCHASED A PORTABLE COMPUTING DEVICE OR VIDEO GAME SOFTWARE/CD/DVD PLAN), 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 TO RUGS, CARPETS, TARPS, PICTURES, GLASS, AND ACCESSORIES; (9) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (10) PREVENTATIVE MAINTENANCE; (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) FADING CAUSED BY SUNLIGHT, WIND OR WEATHER; (13) RUST, CORROSION, OR CHIPPING; (14) DAMAGE FROM EXCESSIVE HEAT; (15) DAMAGE FROM TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION, OR REMOVAL; (16) DAMAGE FROM FABRIC TEARS AND WEAR-THROUGH, PUNCTURES, SCRATCHES, PEELING, DENTS, BURNS, RUST STAINS, OR DIRT, UNLESS CAUSED BY NORMAL WEAR AND TEAR; (17) DAMAGE CAUSED BY ANY ANIMAL; (18) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (19) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (20) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY; (21) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS, UNLESS CAUSED BY USUAL WEAR AND TEAR; (22) UNAUTHORIZED REPAIRS AND/OR PARTS; (23) PARTS FAILURE DUE TO A MANUFACTURER RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (24) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (25) COST OF INSTALLATION, REMOVAL, OR REINSTALLATION OF THE PRODUCT; (26)

PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (27) PRODUCT RENTALS TO THIRD PARTIES; (28) SERVICE WHERE NO PROBLEM CAN BE FOUND; (29) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (30) COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL, OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN; (31) PARTS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT UNLESS OTHERWISE MENTIONED IN THE ABOVE COVERAGE SECTION (E.G., BATTERIES, RIBBONS, TONER CARTRIDGES, DRUMS, TAPES, BULBS, HOSES, FILTERS, FUSES, KNOBS, VACUUM CLEANER BELTS, BAGS); (32) DAMAGE, WARPING (EXCEPT AS PROVIDED HEREIN), OR RUSTING OF ANY KIND TO THE HOUSING, CASE, OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (33) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (34) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (35) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (36) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS OR MEMORY STICKS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (37) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (38) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES, WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES; (39) OUTDOOR/PATIO, WICKER FURNITURE, WICKER, RATTAN OR FURNITURE LOCATED OUTDOORS OR IN SCREEN ROOMS WHERE THE FURNITURE MAY BE DIRECTLY OR INDIRECTLY EXPOSED TO THE ELEMENTS; (40) BURNS AND HEATMARKS LONGER THAN ONE INCH; (41) GLASS CONTAINED IN/ON FURNITURE, INCLUDING BUT NOT LIMITED TO, TABLETOPS AND CABINET DOORS; (42) STAINS CAUSED BY THE DELIVERY PROCESS OF THE COVERED ITEM OR AS A RESULT OF ACID, BODY OILS, CAUSTIC SOLUTIONS, DYE, PAINT, SUNTAN OILS, BLEACH, NAIL POLISH REMOVER, NAIL POLISH, INK, COSMETICS, WAX, OR ODORS; AND (43) ANY PRODUCT USED IN A COMMERCIAL SETTING OR ON A RENTAL BASIS.

**Transfer:** This Plan may be transferred. You may transfer the balance of this Plan by contacting NEW at P.O. Box 1818, Sterling, VA 20166-1818, (866) 469-6356. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Renewal:** This Service Plan is renewable 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 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 P.O. Box 1818, Sterling, VA 20167. 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, provided no service has been performed, or (b) after thirty (30) 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 by you, 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.

**Insurance Securing this Plan:** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

#### 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.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) 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 preformed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**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

**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.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. 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 if sent by mail or within ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. 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. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by 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.

**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 ONLY:** 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 Contract. You may also cancel this Contract by surrendering it or providing written notice to NEW at the address listed below. You may cancel this Contract for any reason. In the event You cancel this Contract within 30 days of receipt of the Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract 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 Contract 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 Contract, You shall receive a refund of 100% of the unearned pro-rata premium. We or NEW may not cancel this Contract 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 Contract.

**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. 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) 463-2906 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 (46<sup>th</sup>) day after the date on which the Plan is returned to the provider. Texas license number: 116.

**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. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. **Section 11 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 PLAN, PLEASE CALL (866) 469-6356.**

Administered by:  
NEW  
P.O. Box 1340 • Sterling, Virginia 20146-1846 • (866) 469-6356  
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Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_