

# PLAN TERMS AND CONDITIONS

## 1 The definitions and nature of the contract

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about form your agreement with us. We will rely on the terms and conditions set out in this document.

### Definitions

**authorized service technician:** a repairer authorized by us to carry out repairs under the plan.

**coverage effective date:** the day after the full manufacturer's warranty ends or the day after the initial wait period, as applicable, and the coverage under this plan begins, as shown on your certificate.

**coverage period:** the period from the coverage effective date until the expiration date.

**covered product(s):** the appliance(s) protected by this plan, as shown on your certificate.

**expiration date:** the date that coverage under this plan ends, as shown on your certificate.

**federal holidays:** federal holidays in the United States such as New Year's Day, Martin Luther King Jr Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and Christmas.

**free look period:** the period of thirty (30) days from the coverage effective date.

**INITIAL WAITING PERIOD: THE PERIOD WHICH BEGINS ON THE DATE OF APPLICATION FOR THE PLAN AND LASTS FOR THIRTY (30) DAYS IMMEDIATELY PRECEDING THE COVERAGE EFFECTIVE DATE.**

**manufacturer's warranty:** the limited warranty provided by the manufacturer of the covered product at the time the covered product was first purchased or delivered to you, whichever date was later. The full manufacturer's warranty normally lasts a set number of years, as confirmed by the manufacturer in their documentation.

**original purchase price:** means the original purchase price of the covered product excluding taxes and any delivery or installation fees as set out in your proof of purchase and / or confirmed by our assessment of the recommended manufacturer's purchase price of the covered product at the date of purchase.

**plan:** this service contract, which may also be referred to as contract.

**plan documentation:** the copy of the terms and conditions of this plan, together with your certificate, sent to you once you have taken out the plan. It includes your statutory documents.

**plan fee:** the purchase price of the plan, as shown on your certificate.

**we/us/our/obligor:** Domestic & General USA Services LLC. However, in Florida and in Washington: Domestic & General USA Inc.

**you/your:** the person named on your certificate as the contract holder.

**your certificate:** the personalized section of your plan documentation, sent to you once you have taken out the plan.

**Contract of services: This is not an insurance policy. This is a service contract. The purchase of this plan is voluntary and is not required in order to purchase or obtain financing for the covered product.**

### Our Obligations

Our contractual obligations under this plan are backed by our full faith and credit. However, in California, Florida, Indiana, Ohio, Oklahoma, Utah and Wisconsin we have obtained an insurance policy to insure our performance under this plan. Should we fail to satisfy any valid claim within sixty (60) days after the claim has

been submitted, or if you cancel this plan, and we fail to refund any unearned portion of the plan fee, you are entitled to make a direct claim against the insurer, Technology Insurance Company, Inc., at 866- 505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

## 2 Plan conditions

### Plan Conditions

- The covered product must have been installed, maintained and used in accordance with the manufacturer's instructions.
- The covered product must be in good working order and under fifteen (15) years old at the date of application.
- The covered product must be used in a private residential home, solely occupied by a single household (at the address you gave to us).
- The covered product must be easily accessible and meet all relevant safety standards and be safe to service.
- If the covered product is able to store data or images, (e.g. refrigerators that display photos), it must not contain any content that may be considered to be illegal, and if illegal content is discovered, we or the technician reserve the right to inform the relevant authorities.
- The covered product must be located and manufactured for use within the continental United States, Alaska or Hawaii.

## 3 Plan term and coverage

### Plan Term

This plan begins on the coverage effective date and will continue until the expiration date, unless terminated earlier by you or us in accordance with this plan, or our limit of liability has been reached.

**This plan is not renewable. At expiration you may have the option to purchase a new plan.**

**THIS PLAN HAS AN INITIAL WAITING PERIOD FOR COVERED PRODUCTS THAT ARE OUT OF THE MANUFACTURER'S WARRANTY. AFTER THE INITIAL WAITING PERIOD, DEFINED IN SECTION 1, THE COVERAGE BEGINS ON THE COVERAGE EFFECTIVE DATE ON CONDITION OF THE TIMELY PAYMENT OF THE PLAN FEE OR FIRST INSTALLMENT OF THE PLAN FEE (WHICHEVER IS APPLICABLE). THERE IS NO INITIAL WAITING PERIOD IF THE MANUFACTURER'S WARRANTY IS IN EFFECT FOR YOUR COVERED PRODUCT.**

### Coverage

If you have a problem with your covered product, we will approve a repair visit by an authorized service technician, under the conditions and circumstances listed below. In some cases, you may be required to pay a service fee, the details of which are set out in your certificate. We will collect the service fee at the time we schedule the relevant repair visit.

### Breakdown during the Manufacturer's Warranty

**If your covered product needs a repair due to a mechanical or electrical fault during the manufacturer's warranty period, the manufacturer's warranty may cover this, and you will not be covered under this plan. Please contact the manufacturer directly.**

### Breakdown after the Manufacturer's Warranty

If your covered product needs a repair due to a mechanical or electrical fault and it is within the coverage period, we will be able to assist you, provided the circumstances do not fall within the exclusions under Section 5.

**All of the following benefits are available from the coverage effective date, unless otherwise excluded:**

### Accessories

If a part or accessory that is necessary to the covered product's functionality no longer functions as expected we will replace

the item free of charge, provided the circumstances do not fall within the exclusions under Section 5.

### **Repeat faults**

If during your coverage period your covered product has a mechanical or electrical fault three times in total due to the same defect in the covered product or on one of its components over the term of the plan, then you may be entitled to a replacement on the fourth repair provided the circumstances do not fall within the exclusions under Section 5. See "Replacement" below for further details. In all cases see Section 4 below for how to claim.

### **Replacements**

If the authorized service technician is not able to repair your covered product, and we decide that it is uneconomical to repair (that is to say, the estimated cost of repair exceeds the current value of the covered product), or it falls under the "Repeat Faults" section above, we will arrange a replacement (provided the circumstances do not fall within the exclusions under Section 5). The replacement will be a new appliance of the same or similar make and technical specification as your covered product. If your covered product needs to be replaced but we cannot reasonably arrange a replacement appliance, we will contact you to make an alternative settlement. In all cases, if we provide a settlement in place of a replacement product, the settlement will be capped at the value of the replacement product that would otherwise have been provided. If we replace the covered product, the covered product becomes our property and we may, at our discretion, require you to return the covered product to us (or our designee) at our cost.

### **Delivery, installation and disposal costs**

If we decide to replace your covered product you must pay the supplier's delivery charge. This will vary depending on the make and model of the replacement but will be the cost the supplier charges us without any markup passed on to you from us. When we advise you of the replacement, we will tell you the exact cost of delivery.

**If the covered product is replaced, you will be responsible for disposing of the covered product at your own cost. In all cases, you will be responsible for installing any replacement appliance and paying any related costs.**

### **What happens to your plan if the covered product is replaced?**

The limit of our liability on your plan is the value of the replacement. This means that if we replace your covered product, your plan will end immediately as the limit of our liability to you will have been reached and we will have no further obligations to you under this plan.

## **4 CLAIMING IN THE EVENT OF A COVERED EVENT**

You can go online to [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount) for prior authorization to arrange a repair with an Authorized Service Technician. Or you can contact us on (866) 333-3134 8am-8pm EST time Monday through Tuesday and 9am-7pm EST Wednesday through Friday excluding federal holidays and unforeseen service disruptions.

**To help us to arrange this assistance, you must provide the model number and serial number of your covered product, a receipt or other evidence of the original purchase price and details of the covered event.**

**Unless expressly indicated otherwise by us in writing, you must obtain our prior approval before arranging a repair for your covered product (as set out in Section 7).** Your covered product will be serviced by authorized service technicians. Repairs will be carried out within the authorized service technician's normal working hours (which are typically 9am to 5pm, Monday to Friday

excluding federal holidays and unforeseen service disruptions) on a date agreed with you. The costs incurred for the repair will be invoiced to us directly.

## **5 Exclusions to coverage**

**We do not provide coverage or compensation for the excluded circumstances below and the cost of repair or replacement under these circumstances shall be borne by you.**

- **Accidental damage from handling, including but not limited to drops, cracks, spills, or similar contact resulting from normal and customary use of the covered product**
- **Intentional damage or damage resulting from operator negligence**
- **Accessories which are not necessary for the covered product's functionality**
- **Pre-existing problems or conditions**
- **Repairs that are carried out outside of the continental United States, Alaska or Hawaii**
- **Repairs due to mechanical or electrical defects that are covered by a warranty or guarantee or liability of the manufacturer, retailer or other third party**
- **Products subject to a product recall by the manufacturer**
- **Damage which does not affect the functioning of the product (scratches, dents, bumps, paint finish, decorative equipment, etc.)**
- **Damage caused by fire, lightning, explosions, storms, floods**
- **Damage or failure caused by animals or insects**
- **Losses, damages, or costs arising from electric surges, or the interruption or termination of any energy or water supply**
- **Damages arising from downtime of the defective product, as well as consequential damages and losses of any kind**
- **Items and accessories that must be regularly replaced, including batteries, filters, water filters**
- **Damages, insofar as they are covered by other plans or insurance policies**
- **Damage arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means**

## **6 Payment conditions**

The plan fee (including statutory tax payable by you) is collected at the time when you purchase this plan or in installments as set out in your plan documentation. If you do not pay any part of your plan fee when it is due, we have the right to suspend your plan for as long as the payment is not made, unless you are not responsible for the non-payment. While any plan fee is outstanding or your plan has been suspended, we will not be liable to pay any claims.

## **7 Your obligations**

When you purchase your plan, you are obliged to share all information necessary in a truthful and complete manner when explicitly asked. Your application for the plan must not contain any false information. Oral representations and agreements of any kind do not exist and are only valid when made in writing.

**During the term of the contract**

- a. **Non-compliance with manufacturer's instructions:** You are obliged to follow the manufacturer's instructions and directions relating to your covered product.
- b. **Routine maintenance:** You are required to regularly perform any necessary routine maintenance, cleaning and servicing of your covered product that may be required.
- c. **Access and compliance:** You must arrange any remedial work required to make the covered product accessible, safe to work on, and compliant with all relevant safety standards, e.g., you would be responsible for carrying out work required to fix a gas leak in your home. The authorized service technicians will not be able to carry out repairs if the covered product does not meet these standards. If you claim under this plan, you must notify us if the covered product does not meet the standards. You must then let us know when the required remedial work has been completed and provide us with the relevant certification (if applicable), before the authorized service technicians can visit your property.

**Failure to observe any one of these obligations shall result in the legal consequences referred to in Section 8.**

#### **When a covered event occurs**

- a. **False details:** You are obliged to provide true and accurate information when you report a claim. Claims must not be in any way dishonest, exaggerated or fraudulent.
- b. Any claim should be reported immediately to us via 'My Account' at [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount) or you can contact us on 1-866-333-3134.
- c. If, under exceptional circumstances we are unable to provide an authorized service technician, you must seek consent in advance from us to settle the costs yourself. You must send us an estimate from the repairer you intend to use. The estimate must contain a breakdown of the parts and labor costs. We will then either approve the estimate or advise that the repair should not go ahead. If the repair goes ahead, then you must submit the original invoice to us, and we will reimburse you. The invoice must contain your name and address, the product worked on, the fault description, any spare parts used, labor costs and applicable taxes.
- d. **You must comply with our instructions, as far as the circumstances permit. If a covered event occurs, you are obliged to mitigate any damage and prevent any further damage from occurring.**

#### **Changes we need to know about**

You must tell us immediately (see Section 11 - Customer Services) if (i) you are moving to a new address or change your contact information; or (ii) you cease to have the product which is covered by your plan.

**Failure to observe any one of these obligations shall result in the legal consequences referred to in Section 8.**

### **8 Legal consequences of breach of your obligations**

**If you violate any of the conditions in Section 2 or one of the named obligations in Section 7, then we are – according to your degree of fault – fully or partially free from our contractual obligations. This full or partial release from our contractual obligations does not occur if the breach in obligations did not affect the occurrence or the determination of the covered event, or the determination or the extent of our indemnification obligation, unless you have violated the obligation in a fraudulent manner or provided false details.**

**If we have reasonable grounds to suspect that you have (or anyone acting for you has):**

**we may immediately cancel your plan and/or reject an application for a new plan. You will receive a refund of any fee paid for unused days of the plan. In addition, if we have reasonable grounds to suspect or have evidence that you have (or anyone acting for you) has made a fraudulent claim, then we may decline the claim and recover from you the cost of any claim already paid to you under this plan and the cost of any investigation into such fraudulent claim under this plan. We may also report you to the relevant authorities and share the details with other providers / industry bodies to prevent fraudulent claims.**

### **9 Your right to cancel**

Subject to the terms set out below, you can cancel this plan at any time for any reason by following the cancellation instructions below. If you cancel this plan during the free look period or the manufacturer's warranty and no claim has been made, we will refund you 100% of your plan fee. Submission of your cancellation notice within the free look period or the manufacturer's warranty shall be sufficient to comply with this deadline, provided such notice is in accordance with the terms of this plan.

#### **The free look period will end early if you make a claim under this plan.**

If you cancel this plan after the manufacturer's warranty or the free look period, we will refund you the unearned plan fee for the period after our receipt of the corresponding cancellation, minus the cancellation fee. The cancellation fee is the cost of any claims already paid, capped at the total plan fee. Refunds will be remitted by us immediately, no later than thirty (30) days after our receipt of the cancellation notice.

If you cancel your plan, your coverage will end immediately.

#### **How to cancel**

If you wish to cancel your plan, please contact us on (866) 333-3134 8am-8pm EST time Monday through Tuesday and 9am-7pm EST Wednesday through Friday excluding federal holidays. You can also cancel by writing to us at Domestic & General, PO Box 3646, Greenville SC 29608.

### **10 Our right to cancel this plan**

We may cancel this plan where there is a valid reason for doing so by giving you at least seven (7) days' written notice. Valid reasons include:

- a substantial breach of your obligations (as described in Section 7 and Section 8 above);
- non-payment; and
- attempts by you to repair or alter the covered product, without prior authorization by us, which shall constitute a material breach of your contractual duties.

We may also suspend our obligations to you under this plan while any situation exists that would give rise to a right to cancel the plan.

### **11 Customer service details**

For customer services visit [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount), or call (866) 333-3134, write to us at Domestic & General, PO Box 3646, Greenville SC 29608 or email us by clicking on 'contact us' on our website: [us.domesticandgeneral.com](http://us.domesticandgeneral.com). Calls may be recorded and monitored for quality and training purposes. Lines are open 8am-8pm EST time Monday through Tuesday and 9am-7pm EST Wednesday through Friday (except federal holidays).

### **12 How to make a complaint**

If you wish to complain or you are unhappy with the service provided, please contact our customer services team at the contact

information provided above and request to file a complaint. We will respond within fourteen (14) days.

### **13 Apportionment of loss or damage**

If a loss is also covered by an insurance policy, we shall only be liable for the portion that is not covered by the insurance policy.

### **14 Transferring your plan**

Your plan is not transferable.

### **15 Changes to these terms and conditions and other communications**

#### **Changes to these terms and conditions**

We may modify or replace these terms and conditions in order to:

- comply with the law (including state amendatory endorsements), regulations, industry guidance or codes of practice;
- rectify errors or ambiguities;
- inform you of changes to our contact details; and
- reflect changes in the scope or nature of the coverage provided to you.

In all cases, we will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the plan by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your plan. This refund would be equal to the fee paid for the remaining days of the current coverage period.

### **16 Data protection**

At Domestic & General we assure you that we use your information both responsibly and securely to provide you with the best possible service. If you would like further information about how we use your information and your rights relating to your personal data, please visit our website ([us.domesticandgeneral.com/security-privacy](http://us.domesticandgeneral.com/security-privacy)) to review our privacy notice.

### **Marketing**

We, along with other members of our Group and Whirlpool may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by mail, telephone, email and/or other electronic messaging services. To change your marketing preferences with us or members of our Group, let us know by writing to us using the contact details provided below. For Whirlpool marketing you will need to contact them directly and review their privacy notice.

#### **Contact Details**

If you need to contact us about your information, please write to: Domestic & General, PO Box 3646, Greenville SC 29608 or [dataprotection@us.domesticandgeneral.com](mailto:dataprotection@us.domesticandgeneral.com).

### **17 Exclusion of third party rights**

This plan is only for your benefit. No rights or benefits will be given to any other third party under the plan.

### **18 Language and governing law**

We will communicate with you in English unless we agree otherwise with you.

US federal law and the law of the state of your home address will apply to this plan.

### **19 Access and support**

We may make accommodations to the way we provide our services on a case-by-case basis. For further information please contact us (see Section 11 above).

## State Amendatory Endorsements

**In this section, if you are a resident of a state listed below, the following provisions change the contract. To the extent a term in the state specific section conflicts with any term in the main body of the contract, the state specific provision shall trump and govern your contract.**

**Alabama:** If you are owed a refund by us, 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. If you cancel this plan after the free look period, the "cancellation fee" will be subject to a twenty-five dollar limit. If we cancel this plan, we shall provide notice to you at your last known address at least five (5) days prior to cancellation, stating the specific reason for cancellation and the effective date of cancellation. If we cancel for non-payment or material misrepresentation by you in relation to the covered property or its use, no prior notice is required.

**Arizona:** This plan cannot be cancelled or voided due to acts or omissions of us or our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. This contract cannot be cancelled by us for any of the following: (1) pre-existing conditions that were known or that reasonably should have been known by us or the person selling the contract on our behalf; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by either us or the person selling the service contract on our behalf. If this plan is cancelled by you or us, you will be entitled to a pro rata refund after deducting for benefits paid and administrative expenses associated with such cancellation. However, administrative expenses will not exceed the lesser of ten percent (10%) of the gross amount paid by you for this contract or \$75. § 5 is amended as follows: "Pre-existing problems or conditions if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf,". § 8 is amended as follows: "If we have reasonable grounds to suspect that you have (or anyone acting for you has) previously engaged in fraudulent activity relating to this contract,". § 8 is amended as follows: "In addition, if we have reasonable grounds to suspect or have evidence that you have (or anyone acting for you) has made a fraudulent claim, then we may cancel your plan and issue a refund equal to the pro rata purchase price less the cost of claims paid." Section 15 is amended as follows: Material changes affecting the substantive terms and conditions of this plan, such as changes in the scope or nature of coverage provided, will only be effectuated at renewal, following thirty (30) days' written notice of such changes.

**Arkansas:** If we cancel this plan, we shall mail to you written notice of cancellation within fifteen (15) days of the date of termination stating the specific reason for cancellation and the effective date; however, such prior notice is not required if we cancel for non-payment, material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered product or its use. If we cancel, you shall be entitled to a pro rata refund of the un-earned portion of the plan fee less the amount or value of any claims paid, which shall accompany such notice of 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 service contract to the provider.

**California:** This contract only provides preventative maintenance if specifically referred to in the main body of the contract. However, you should continually ensure your product is well kept in order to

prevent breakdowns. During the first thirty (30) days following the coverage effective date, if no claims have been made under this plan, you may return this contract and receive a full refund by cancelling in accordance with the options set forth in this plan. If a claim has been made within the initial thirty (30) day period you will be entitled to a pro rata refund, based on elapsed time or an objective measure of use such as the retail value of any service performed. After the initial thirty (30) day period, you may cancel this plan and receive a full refund based on elapsed time or an objective measure of use such as retail value of any service performed and we may assess a cancellation or administrative fee, not to exceed ten percent (10%) of the plan fee or twenty-five dollars (\$25), whichever is less. If you cancel this plan at any time, and we do not provide a refund within thirty (30) days after we receive written or verbal notice of cancellation, the amount of your refund shall bear interest, payable to you, at the rate of ten percent (10%) per annum for each additional thirty (30) days or fraction thereof. If you purchased your plan online, in addition to the cancellation methods set out in Section 9, you may cancel via 'My Account' at [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount). You may cancel your plan by emailing [customersupport@us.domesticandgeneral.com](mailto:customersupport@us.domesticandgeneral.com).

**Colorado:** If we do not provide a refund within forty-five (45) days after you return this plan, a ten percent (10%) penalty shall be added to the refund. After the free look period, you may cancel this plan and receive a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less any claims paid. We may cancel this plan by providing written notice to you at your last known address, at least five days prior to the date of cancellation, stating the effective date and reason for cancellation. Such prior notice is not required if we cancel for non-payment, material misrepresentation, or substantial breach by you relating to the covered product or its use. If we cancel this plan for any reason other than non-payment, we shall provide you a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less claims paid.

**Connecticut:** If this plan bears a term of less than one (1) year, this contract will automatically extend if it expires while your covered property is in our possession for repair. This means that covered claims in progress when the plan is terminated will be honored and completed by us. If your covered property is returned, sold, lost, stolen, or destroyed, you may cancel this plan. If we are unable to resolve any disputes with you regarding this plan, you may file a written complaint with the State of Connecticut at Insurance Department, PO Box 816, Hartford, Ct 06142-0816, Attn: Consumer Affairs.

**District of Columbia:** 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 contract to us. Subsequent to the free look period, you may cancel this plan and receive a full unearned pro rata refund, less claims paid, and we may deduct an administrative fee not to exceed ten percent (10%) of the plan fee paid to us. If we cancel this plan, we shall mail to you written notice at your last known address stating the effective date and reason for cancellation at least five (5) days prior to the effective date of cancellation; however, such prior notice shall not be required if the reason for cancellation is non-payment, material misrepresentation, or substantial breach of duties by you in relation to the covered property or its use. If we cancel for any reason other than non-payment, you shall be entitled to a refund equal to the full un-earned pro rata plan fee, less any claims paid, and we may deduct a reasonable administrative fee not to exceed ten percent (10%) of the gross plan fee paid by you.

**Florida:** This Service Contract is between the Provider and You. If you cancel this plan, your refund will be no less than ninety percent (90%) of the unearned plan fee, less any claims paid. If we cancel this plan, your refund will be one hundred percent (100%) of the unearned plan fee, less claims paid. Any refund provided will be made by cash, check, store credit, or other similar means; however, if requested, your refund will be remitted by check. Our Obligations is deleted and replaced with the following: The rate charged for this contract is not subject to regulation by the Florida Office of Insurance Regulation. This contract will be mailed, delivered, or electronically transmitted to you within forty-five (45) days of purchase. Electronic transmission shall constitute delivery but you are also entitled to receive this contract via United States mail.

**Georgia:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after you return this contract. If you have filed a claim within the first thirty (30) days following the coverage effective date, you may cancel this plan and you will receive a refund equal to one hundred percent (100%) of the plan fee, less any claims paid. After the first thirty (30) days that this plan has been in effect, you may cancel this plan and received a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less any claims paid, and we may impose a reasonable administrative fee not to exceed ten percent (10%) of the unearned pro rata purchase price. We may only cancel this plan for fraud, material misrepresentation, or failure to pay the plan fee when due. If we cancel, we will provide you with written notice stating the reason and effective date of cancellation no less than thirty (30) days before the effective date of cancellation. If we cancel, you shall be entitled to a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less any claims paid, and we may impose a reasonable administrative fee not to exceed ten percent (10%) of the unearned pro rata plan fee. Our obligations under this plan are backed by a surety bond issued by Liberty Mutual Insurance Company. In the event that we fail to pay a covered claim or issue a refund due to you within sixty (60) days after you provide proof of loss to us, you may seek payment from that surety bond directly by writing to 122 South Michigan Avenue, Suite 1390, Chicago, IL 60603. The first exclusion in Section 5 is amended to state: "Pre-existing problems or conditions known to you."

**Hawaii:** A ten percent (10%) penalty per month shall be added to a refund not paid within forty-five (45) days after return of the contract to us. This right is not transferable and only applies to the original contract holder. If we cancel this plan, we will provide written notice to you at least five (5) days in advance at your last known address, stating the reason and effective date of cancellation. However, no prior notice is required if we cancel for non-payment, material misrepresentation, or substantial breach of your contractual duties relating to the covered product of its use.

**Illinois:** Any cancellation fee applied shall not exceed the lesser of ten percent (10%) of the plan fee or fifty dollars (\$50). After the free look period, you may cancel this plan and receive a pro rata refund based on elapsed time or some other reasonably applicable measure, less the value of any service received and a cancellation fee equal to the lesser of ten percent (10%) of the plan fee or fifty dollars (\$50). This plan provides coverage for mechanical or electrical fault resulting from normal wear and tear unless specifically excluded in Section 5.

**Indiana:** This contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the retailer for this service contract shall be considered proof of payment to the insurance company which guarantees our obligations to you. If we fail to perform or make payment due under this contract within sixty

(60) days after you request the performance or payment, you may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the contract that the provider refund any part of the cost of the contract upon cancellation of the contract.

**Kentucky:** This contract is backed by the full faith and credit of obligor, Domestic & General USA Services LLC, through the financial backing and guarantee of its parent Domestic & General Acquisition Holdings Limited.

**Maine:** 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. After the free look period, if you cancel this contract, you are entitled to a refund equal to the unearned portion of the full plan fee less any claims paid. Any refund may be credited against your account. Sales tax will be refunded in all cases. If you cancel after the free look period, we may retain an administrative fee not to exceed ten percent (10%) of the plan fee. If we cancel this plan, we shall provide notice to you at your last known address at least fifteen (15) days prior to cancellation, stating the specific reason for cancellation and the effective date of cancellation. If we cancel for any reason other than non-payment, we shall provide you a refund equal to one hundred percent (100%) of the plan fee, less claims paid, and we may charge an administrative fee not to exceed ten percent (10%) of the plan fee paid by you.

**Maryland:** If we do not provide your refund within forty-five (45) days of cancellation, you will be entitled an amount equal to ten percent (10%) of the amount paid for the contract for each month that the refund is not paid. This contract will automatically be extended if we fail to provide covered services under this plan and it will not terminate until such services are provided pursuant to the terms and conditions of this contract. This means that covered claims in progress when the plan is terminated will be honored and completed by us.

**Massachusetts:** 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. If we cancel this plan, we shall mail to you written notice to your last known address at least five (5) days prior, stating the reason and effective date for cancellation. However, if we cancel for non-payment, misrepresentation, or substantial breach of duties by you, prior notice is not required for cancellation.

**Minnesota:** 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. If we cancel this plan, we will mail written notice to you at your last known address at least fifteen (15) days before cancellation. We will provide five (5) days' advance notice if the reason for cancellation is for non-payment, material misrepresentation, or substantial breach by you relating to the covered product or its use. Any notice of cancellation will state the reason and effective date for cancellation.

**Missouri:** 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.

**Montana:** If we cancel this plan, we shall mail to you written notice at your last known address, at least five (5) days prior to cancellation, stating the reason and effective date of cancellation. However, such prior notice is not required if we cancel for non-payment, material misrepresentation by you to us, or substantial breach of duties by you relating to the covered product or its use.

**Nevada:** 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. If this plan has been

in effect for at least seventy (70) days, we may not cancel this plan except for the following reasons: failure by you to pay an amount when due, conviction of you of a crime which results in an increase in the service required under the contract, discovery of fraud or material misrepresentation by you in obtaining this contract or in presenting a claim for service, or discovery of an act or omission by you or a violation by you of any condition of the service contract which occurred after the effective date of the contract and which substantially and materially increases the service required under the contract, or a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. No cancellation of this contract will become effective until at least fifteen (15) days after notice of cancellation is mailed to you. If you are not satisfied with the manner in which we are handling a claim under this plan, you may contact the Nevada Insurance Commissioner by calling (888) 872-3234. The following language is added: 'After the free look period, if you cancel this plan, we will determine your refund based on the unearned pro-rata purchase price paid by you. In calculating the pro-rata refund, we may deduct any outstanding balance on your account from the amount of the unearned purchase price in determining the refund amount and we may impose a \$25 cancellation fee. If we cancel this plan, we will determine your refund based on the unearned pro-rata purchase price paid by you. In calculating the pro-rata refund, we may deduct any outstanding balance on your account from the amount of the unearned purchase price in determining the refund amount. No cancellation fee will be assessed if we cancel. Section 15 is deleted in its entirety and replaced with the following: 'The terms and conditions set forth in this plan cannot be modified by either party once this plan has been issued.'

**New Hampshire:** In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 21 Fruit Street #14, Concord, NH 03301 or by phone at (603) 271-2261. Section 9 is amended as follows: 'The cancellation fee will not exceed the lesser of \$75 or 10% of the plan fee. While the amount of the cancellation fee may reflect the cost of claims paid, we will not separately deduct the cost of claims paid from your refund amount.'

**New Jersey:** 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. If we cancel this plan, we shall mail to you written notice of cancellation to your last known address at least five (5) days prior to the effective date of cancellation, stating the reason and effective date for cancellation. However, no prior notice is required if we cancel for non-payment of the plan fee, material misrepresentation or omission, or a substantial breach of contractual obligations concerning the property or its use.

**New Mexico:** 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. If this plan has been in effect for at least seventy (70) days, we may not cancel this plan except for the following reasons: failure by you to pay an amount when due, conviction of you of a crime which results in an increase in the service required under the contract, discovery of fraud or material misrepresentation by you in obtaining this contract or in presenting a claim for service, or discovery of an act or omission by you or a violation by you of any condition of the service contract which occurred after the effective date of the contract and which substantially and materially increases the service required under the contract, or a material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and

which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. No cancellation of this contract will become effective until at least fifteen (15) days after notice of cancellation is mailed to you.

**New York:** 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. If we cancel this plan, we shall mail to you written notice to your last known address at least fifteen (15) days prior, and such notice shall state the reason and effective date of cancellation. However, such prior notice is not required if we cancel for non-payment, material misrepresentation, or substantial breach of duties by you relating to the covered product or its use. If you purchased your plan online, in addition to the cancellation methods set out in Section 9, you may cancel via 'My Account' at [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount).

**North Carolina:** We can only cancel this plan for non-payment or for a direct violation of this contract by you. You may cancel at any time after purchase and receive a pro rata refund less any claims paid and a reasonable administrative fee not to exceed ten percent (10%) of the amount of the pro rata refund.

**Ohio:** Our obligations incurred under this plan are guaranteed by a reimbursement insurance policy issued by Technology Insurance Company, Inc.. If we fail to perform or make payment due under the terms and conditions of this plan within sixty (60) days after you request performance or payment under the terms of this plan, then you may request performance or payment directly from Technology Insurance Company, Inc. by writing to 59 Maiden Lane, 43rd Floor, New York, NY 10038, or by calling 866-505-4048. The reimbursement insurance policy covers all of our obligations, including any refund obligations.

**Oklahoma:** Our license number is 514864294. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. If you cancel this plan, your refund will be no less than ninety percent (90%) of the unearned plan fee, less any claims paid. If we cancel this plan, your refund will be one hundred percent (100%) of the unearned plan fee, less claims paid. Any refund provided will be made by cash, check, store credit, or other similar means; however, if requested, your refund will be remitted by check.

**South Carolina:** 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. If we cancel this plan, we shall send written notice to your last known address at least fifteen (15) days prior to cancellation, stating the reason and effective date of cancellation. Such prior notice is not required if we cancel for non-payment, material misrepresentation by you to us, or substantial breach of duties by you relating to the covered product or its use. In the event of a dispute with us, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467.

**Texas:** You may cancel this plan at any time. If you cancel this plan before the thirty-first (31st) day after the coverage effective date, we will provide a refund to you for the plan fee of the contract, decreased by the amount of any claims paid hereunder and we will not impose a cancellation fee. After the thirty-first (31st) day from the coverage effective date, if you cancel this plan, we shall refund to you the pro rata plan fee of the contract reflecting the remaining term of the contract, based on time, decreased by the amount of any claims paid under the contract and we may impose a reasonable cancellation fee not to exceed fifty dollars (\$50). If we fail to provide any refund due to you before the forty-sixth (46th) day after the date of notice of cancellation is received by us, we will owe you an additional penalty equal to ten percent (10%) of the

amount outstanding for each month your refund goes unpaid. We may cancel this plan by mailing written notice to you at your last known address at least five (5) days prior to cancellation, stating the reason and effective date of cancellation. We are not required to provide advance notice if we cancel for non-payment, fraud or material misrepresentation by you to us, or a substantial breach of a duty by you relating to the covered product or its use. If we cancel, you will be entitled to a pro rata refund of the plan fee reflecting the remaining term of the contract, based on time, decreased by the amount of any claims paid under this contract. If we cancel, there will be no cancellation fee. This plan is regulated by the Texas Department of Licensing and Regulation ("TDLR") and any unresolved complaints between us regarding our performance or the performance of the administrator or any questions regarding the regulation of this plan may be referred to TDLR by writing to 920 Colorado Austin, Texas 78701 or calling (800) 803-9202.

**Utah:** Our obligations is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. We may not cancel this contract except for: material misrepresentation; substantial change in the risk assumed, unless we should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If we cancel, we will mail to you via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation, however, you will have ten (10) days' notice if we cancel for non-payment. For repairs, we will only use parts supplied by the manufacturer of your product.

**Vermont:** We shall mail a copy of this plan to you within fourteen (14) days of the date of sale, unless we provide you a copy at the time of sale, in which case we will mail to you the service contract within a reasonable amount of time. If you purchased your plan online, in addition to the cancellation methods set out in Section 9, you may cancel via 'My Account' at [us.domesticandgeneral.com/myaccount](http://us.domesticandgeneral.com/myaccount).

**Virginia:** If any promise made in the contract 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 [clicktime.sysmantec.com/3LmJSnic2qD8x8ehA8Gyw1P6H2?u=www.vdacs.virginia.gov%2Ffood-extended-service-contract-providers.shtml](http://clicktime.sysmantec.com/3LmJSnic2qD8x8ehA8Gyw1P6H2?u=www.vdacs.virginia.gov%2Ffood-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** A ten percent (10%) penalty of the plan fee per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the service contract to the provider. If we cancel this contract, we shall mail to you written notice to your last known address at least twenty-one (21) days prior, and such notice shall state the reason and coverage effective date of cancellation.

**Wisconsin: HIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We can only cancel this plan based on the following grounds: non-payment of the plan fee, material misrepresentation by you to us, or substantial breach of duties by you relating to the covered product or its use. If we cancel, we shall mail written notice to you at your last known address at least five (5) days prior to cancellation and such notice shall state the reason and effective date for cancellation. If we cancel this contract for any reason other than non-payment, we shall provide you a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less any claims paid, and we may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the plan fee. A ten percent (10%) penalty of the plan fee 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. Subsequent to the free look period, you may cancel this plan and you will be entitled to a refund equal to one hundred percent (100%) of the unearned pro rata plan fee, less any claims paid, and we may charge a reasonable administrative fee not to exceed ten percent (10%) of the plan fee. In the event of a total loss of the property that is not covered under this contract, you are entitled to cancel and receive a pro rata refund, less any claims paid.

**Wyoming:** A ten percent (10%) penalty of the plan fee 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. If we cancel this plan, we shall mail to you written notice to your last known address at least ten (10) days prior, and such notice shall state the reason and effective date for cancellation.

