

## **Husqvarna Protection Plan Terms & Conditions**

Please keep these Husqvarna Protection Plan (“Protection Plan”) terms and conditions in a safe place along with the purchase confirmation that you received when you purchased this Protection Plan and the sales receipt for your Husqvarna product (the “Equipment”) purchase (if purchased separately from this Protection Plan), as you may need them to verify your coverage at the time of service.

- A. **KEY TERMS:** Throughout these Protection Plan terms and conditions, the words **“We,” “Us,”** and **“Our”** mean the party or parties obligated to provide service under this Protection Plan, who is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. (“SUA”). SUA and SPS (Oklahoma License # 44200902). SPS and SUA are located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022, [(855) 438-2390]. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022, [(855) 438-2390]. **“You”** and **“Your”** refer to the purchaser of the Equipment covered by this Protection Plan, or to the person to whom this Protection Plan was properly transferred. **“Administrator”** means the entity that is appointed by and/or contracted by Us to render certain administrative services to You under this Protection Plan, who is After, Inc., [PO Box 908, Norwalk, CT 06852-908, 1-[877-561-8469.] **“Seller”** means Husqvarna or its authorized reseller that has been authorized by Us to sell this Protection Plan to You. **“Equipment”** means Your Husqvarna product as covered by this Protection Plan.
- B. **SERVICES PROVIDED:** This Protection Plan warrants that all Equipment will be free of defects in material and workmanship during the Protection Plan Term of Coverage, which is defined below in Section D. If Your Equipment malfunctions or becomes inoperative due to a defect in material or workmanship during the Coverage Term, We will, at Our sole option, either repair or replace any part(s) which, upon evaluation, inspection, and testing by our authorized representative, are found to be malfunctioning or inoperative, including the cost of labor directly related to repair or replacement of the part(s). The repair or replacement remedy shall be the sole and exclusive remedy provided by this Protection Plan.
- C. **THIS PROTECTION PLAN INCLUDES THE FOLLOWING ENHANCED COVERAGE:**
- a. Pickup and delivery service for Equipment with an original purchase price of at least [\$800].
    - i. Handheld Equipment is not eligible for pickup and delivery service.
    - ii. Wheeled Equipment must be located within [15] miles of an authorized Husqvarna servicing dealer to be eligible for pickup and delivery service.

b. Residential or Commercial robotic mowers may be shipped, at Our cost, to an authorized Husqvarna service center, may receive onsite service, or may be eligible for pickup and delivery service from an authorized Husqvarna servicing dealer if located within [30] miles of the dealer, at Our discretion.

D. **TERM OF COVERAGE:** The term of the Protection Plan coverage begins on the expiration of the manufacturer's warranty and continues for the period indicated on the purchase order confirmation ("Coverage Term"). This Protection Plan also provides certain enhanced coverages during the manufacturer's warranty as outlined in Section C above. These enhanced coverages begin on the date of Protection Plan purchase and continue until expiration of the Protection Plan. Our obligations under this Protection Plan will be considered fulfilled if we provide You with a replacement product or a check for the original purchase price of Your Equipment. The Term of this Protection Plan is extended for the duration of any time that the Equipment is being repaired under this Protection Plan.

E. **WHAT TO DO IF YOU REQUIRE SERVICE:** Call the Administrator toll-free at 1-[877-561-8469] and explain the problem or file online at [protectionplan.husqvarna.com/us/contact-us.] Your plan must be paid in full in order for the Administrator to schedule service. At the time You make a claim, You will need to have the sales receipt showing the purchase date of the Equipment and the purchase confirmation for this Protection Plan. The Administrator will attempt to troubleshoot the problem You are experiencing. If they cannot resolve the problem, the Administrator will refer You to an authorized dealer or servicer. For Equipment with an original purchase price of at least [\$800], you may be eligible for pickup and delivery service. Handheld Equipment is not eligible for pickup and delivery service. For Equipment with an original purchase price of less than [\$800], You will be instructed on where to deliver your Equipment for service.

F. **WHAT IS NOT COVERED:**

A. **INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE TERM THAT THE EQUIPMENT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; 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 EQUIPMENT, UNAUTHORIZED EQUIPMENT 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 PROTECTION PLAN; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) EQUIPMENT 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, BLADES, FILTERS, GAS CAPS, ETC.); (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) EQUIPMENT, EXCEPT FOR SPECIFIC COMMERCIAL ROBOTIC MOWERS, USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING; (16) EQUIPMENT THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACT WITH AUTHORIZED REPAIR PERSONNEL); (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) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (21) CLEANINGS AND ALIGNMENTS; (22) THEFT OR LOSS; (23) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE EQUIPMENT; (24) DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (25) 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; (26) EQUIPMENT WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; AND (27) ANY SOFTWARE, INCLUDING BUT NOT LIMITED TO, APPLICATION PROGRAMS, NETWORK PROGRAMS, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA; (28) UNAUTHORIZED REPAIRS AND/OR PARTS; (29) ROBOTIC MOWER PERIMETER WIRING ;(30) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THIS SERVICE AGREEMENT EXCLUDES ANY LOSS, DAMAGE, LIABILITY, EXPENSE, FINES, PENALTIES OR ANY OTHER AMOUNT DIRECTLY OR INDIRECTLY CAUSED BY, IN CONNECTION WITH, OR IN ANY WAY INVOLVING OR ARISING OUT OF ANY OF THE FOLLOWING – INCLUDING ANY FEAR OR THREAT THEREOF, WHETHER ACTUAL OR PERCEIVED: ANY INFECTIOUS DISEASE, VIRUS, BACTERIUM OR OTHER MICROORGANISM (WHETHER ASYMPTOMATIC OR NOT); OR CORONAVIRUS (COVID-19) INCLUDING ANY MUTATION OR VARIATION THEREOF; OR PANDEMIC OR EPIDEMIC, AS DECLARED AS SUCH BY THE WORLD HEALTH ORGANIZATION OR ANY GOVERNMENTAL AUTHORITY.

- G. **NO LEMON POLICY:** If Your covered Equipment has three service repairs completed for the same problem, which repairs are covered by this Protection Plan, and a fourth such

repair for the same problem occurs, as determined by Us, within any twelve (12) month period, Your Equipment will be replaced with comparable equipment or a cash settlement for replacement provided. This cost of the replacement will not exceed Your Equipment's original purchase price.

H. **TRANSFERABILITY:** This Protection Plan is transferable by the original purchaser for the balance of the Protection Plan Term to any person in the United States at no charge. The covered Equipment may be transferred by mailing information to the Administrator, including a copy of the sales receipt showing the purchase date of the Equipment, the Protection Plan reference number, the date of new ownership and the new owner's name, complete address and telephone number. Coverage is effective upon receipt of written notice by the Administrator.

I. **CANCELLATION:**

(a) You may cancel this Protection Plan for any reason at any time. To cancel it, contact the Administrator toll-free at 1-[877-561-8469]. If You cancel this Protection Plan within the first thirty (30) days after purchase and have no claims during that period, You will receive a 100% refund of the purchase amount paid of the Protection Plan. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan. Any fees or past claims shall be deducted from the refund and the refund will be sent to You within thirty (30) business days from the cancellation request.

(b) We may cancel this Protection Plan at our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on equipment which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return all monies paid by You for the Protection Plan up to the date of the cancellation. Written notice, which includes the effective date of cancellation and reason for cancellation, will be mailed or emailed to You at least 30 days prior to termination. If We cancel this Protection Plan for nonpayment by You then We will provide notice at time of cancellation.

J. **SEVERABILITY:** If a part, provision or clause of this Protection Plan, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of this Protection Plan intact.

K. **SUBSTITUTION:** We have the option of replacing equipment with new, rebuilt or non-original parts that perform to the factory specifications, including equipment that may differ in make, model, size, color, shape or power.

**L. LIMIT OF LIABILITY:**

This Protection Plan shall be considered fulfilled in its entirety, and We shall be discharged from any further obligations under this Protection Plan, in the event the limitation of liability on repairs has been reached as set forth herein. To the maximum extent permitted by applicable law, Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Protection Plan shall not exceed the cost of replacement of the Equipment. In the event the aggregate sum of all claims processed under the Protection Plan equals the cost of replacement of the Equipment, or if We provide You with a cash settlement reflecting the replacement cost of new Equipment of equal features and functionality, Our obligations under this Protection Plan shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement parts) under this Protection Plan.

In no event will We be liable for any damages whatsoever that are in excess of the maximum liability limit set forth above, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation property damage, lost time, loss of energy savings, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Protection Plan. This limitation will apply even if We, or any of Our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in these Protection Plan terms and conditions You acknowledge this limitation of liability and allocation of risk.

**M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:** If We repair or replace any parts under this Protection Plan, We will be subrogated to all of Your rights to recover from any person or organization that may be liable for the cost of such repair or replacement. You will not do anything to impair our rights, and You will provide reasonable assistance to Us in the enforcement of our rights.

**N. DISPUTE RESOLUTION:**

Most disputes or disagreements between You and Us arising under this Plan can be resolved quickly by contacting the Administrator in writing at the address noted on Page 1. The parties will attempt to resolve any dispute arising out of or related to these program terms through good faith negotiation.

The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event We are unable to resolve a dispute We have with You after attempting to do so informally, You and We agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs

in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. Both parties waive their rights to a jury trial. Unless We and You agree otherwise, any arbitration hearings will take place in the State where You purchased Your Equipment.

- O. **INSURED AGREEMENT:** This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022 and You may contact them toll-free at [(855) 438-2390]. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.
- P. **ENTIRE CONTRACT:** These terms and conditions, together with Your purchase order / sales receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.
- Q. **DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS PROTECTION PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER “AS IS,” WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS PROTECTION PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS PROTECTION PLAN.**

**SPECIAL STATE DISCLOSURES:**

Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Protection Plan was purchased in one of the following states and supersede any other provision within Your Protection Plan terms and conditions to the contrary.

**ALABAMA only:** You may return Protection Plan within twenty (20) days of the date Protection Plan was provided to You or within ten (10) days if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. If You cancel Protection Plan after the first 20 days, You will receive the unearned portion of the full purchase price of

Protection Plan, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Protection Plan, at [(855) 438-2390] or 399 Park Ave 3rd Floor, New York, NY 10022. These provisions apply only to the original purchaser of Protection Plan. In the event the Obligor cancels Protection Plan, the Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use.

**ARIZONA only** Definitions: A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred to during the duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Seller. All references to denial or exclusion from coverage are applicable only if they happened while the product was owned by you.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation not to exceed \$75.00 or ten (10%) percent of the purchase of the service contract, whichever is less, regardless of prior services rendered against the Plan. To arrange for cancellation of this Plan, please contact Your Seller. Starr Protection Solutions, LLC is the Provider and the Obligor for Protection Plan in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Department of Insurance and Financial Institutions against Us by contacting the Department of Insurance and Financial Institutions at 602-364-2499 or [difi.az.gov](http://difi.az.gov)

**CALIFORNIA only:** With respect to California contract holders, the Administrator under Protection Plan is After, Inc. The Obligor under Protection Plan is Starr Protection Solutions LLC. Protection Plan may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Protection Plan, and cancellation notice is received by the Seller within 60 days of the date You received Protection Plan, and You have made no claims against Protection Plan, You will be refunded the full Protection Plan price, less any claims; or if Protection Plan is cancelled by written notice after 60 days from the date You received Protection Plan, You will be refunded a pro-rated amount of Protection Plan price, less any claims paid or less an administrative fee of 10% of the Protection Plan price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your Seller.

**COLORADO only:** Action under Protection Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act,” Articles 1 and 2 of Title 6, C.R.S. A party to Protection Plan may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT only:** The term of Protection Plan is automatically extended by the length of time in which the Covered Product is in the Obligor’s custody for repair under Protection Plan. In the event of a dispute with the Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of Protection Plan. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor’s obligations under Protection Plan, at [(855) 438-2390] or 399 Park Ave, 3rd Floor, New York, NY 10022.

**FLORIDA only:** The Obligor under Protection Plan is Starr Indemnity & Liability Company. The Administrator under Protection Plan is After, Inc. If You cancel Protection Plan, You will receive a refund equal to 90% of the unearned pro rata purchase price of Protection Plan, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your Seller. If We cancel Protection Plan, You will receive one hundred percent (100%) of the unearned pro rata purchase price of Protection Plan, less any claims paid or the cost of repairs made on Your behalf. The rates charged for Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** You may cancel Protection Plan at any time by notifying the Seller in writing or by surrendering Protection Plan to the Seller, whereupon the Seller will refund the unearned pro rata purchase price based on the time remaining on the

request for cancellation. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor is also entitled to cancel Protection Plan at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Seller.

Procedures for cancellation of Protection Plan will comply with section 33-24-44 of the Georgia code. Administrator may cancel Protection Plan upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Protection Plan at [(855) 438-2390] or 399 Park Ave, 3rd Floor, New York, NY 10022.

**HAWAII only:** You may return Protection Plan within thirty (30) days of the date Protection Plan was provided to You or within twenty (20) days if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of Protection Plan to the Seller. These provisions apply only to the original purchaser of Protection Plan. In the event the Obligor cancels Protection Plan, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Obligor under Protection Plan are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 3rd Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS only:** Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under Protection Plan in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product (s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel Protection Plan at any time. If You cancel Protection Plan within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel Protection Plan at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Plan, please contact Your Seller. If the Obligor fails to pay or to provide service on a claim

within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under Protection Plan at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

**INDIANA only:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Protection Plan, at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**KENTUCKY only:** If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Protection Plan at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**MISSOURI only:** The following provisions apply only to the original purchaser of Protection Plan, and only if no claim has been made prior to the return of Protection Plan: You may return Protection Plan within twenty (20) days of the date Protection Plan was mailed to You or within ten (10) days if Protection Plan was delivered to You at the time of sale. If You made no claim under Protection Plan, the Plan is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of Protection Plan to the Seller. The Deductible (if applicable) is a non-refundable amount You will be assessed, per Claim, prior to receiving covered services under Protection Plan, as indicated on the purchase confirmation page. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with Protection Plan provisions.

**NEVADA only:** Protection Plan is renewable at Our option. Protection Plan is not an insurance policy. Protection Plan does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The purchase price is as indicated on the bill of sale or receipt and is considered to be a part of the contract.

The following sentences are added to the end of the WHAT IS NOT COVERED section, paragraph 3 referencing UNAUTHORIZED EQUIPMENT MODIFICATIONS OR ALTERATIONS: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the

unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract. The cancellation provision in Protection Plan is hereby deleted and replaced with the following:

Protection Plan is void and We will refund to You the purchase price of Protection Plan, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date Protection Plan was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of Protection Plan if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact Your Seller. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel Protection Plan at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of Protection Plan.

We may not cancel this contract once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay Protection Plan purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under Protection Plan;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this contract by You which substantially and materially increases the service requested under Protection Plan; or
- (e) A material change in the nature or extent of the service required under Protection Plan, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel Protection Plan for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under Protection Plan, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel Protection Plan until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under Protection Plan are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, [(888) 872-3234].

**NEW HAMPSHIRE only:** In the event You do not receive satisfaction under Protection Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under Protection Plan are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company. No claims paid will be deducted from any refund owed to You. The **DISPUTE RESOLUTION** provision is revised to state: The arbitration provision is subject to RSA542. Any arbitration proceeding shall be brought in the courts of New Hampshire.

**NEW MEXICO only:** You may return Protection Plan within ninety (90) days of the date Protection Plan was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of Protection Plan. These provisions apply only to the original purchaser of Protection Plan. We may not cancel Protection Plan once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) The conviction of You in a crime that results in an increase in the service required under Protection Plan;
- (c) Fraud or material misrepresentation by You in obtaining Protection Plan or in presenting a claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of Protection Plan by You, which substantially and materially increases the service required under Protection Plan

If We cancel Protection Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

**NEW YORK only:** The obligations of the Obligor under Protection Plan are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return Protection Plan within twenty (20) days of the date Protection Plan was provided to You or within ten (10) days, if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller.

We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of Protection Plan. These provisions apply only to the original purchaser of Protection Plan. In the event We cancel Protection Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 [(855) 438-2390].

**NORTH CAROLINA only:** The purchase of Protection Plan is not required in order to obtain financing. We may not cancel except for nonpayment by You or for violation of any of the terms and conditions of Protection Plan. If You cancel Protection Plan, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Plan, please contact Your Seller. Obligations under Protection Plan are insured by Starr Indemnity & Liability Company, 399 Park Ave., 3rd Floor, New York, NY 10022.

**OKLAHOMA only:** The Obligor under Protection Plan is Starr Underwriting Agency, Inc. (License # 44200902). In the event You cancel Protection Plan, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Plan, please contact Your Seller. In the event We cancel Protection Plan, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**OREGON only:** Arbitration: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. Any arbitration occurring under Protection Plan shall occur in an agreed upon location by both parties and be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules") unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

**SOUTH CAROLINA only:** In order to prevent damage to the Covered Product, please refer to the owner's manual. Protection Plan does not provide coverage for pre-existing conditions. Protection Plan does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2)

failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return Protection Plan within twenty (20) days of the date Protection Plan was provided to You, or within ten (10) days, if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of Protection Plan. These provisions apply only to the original purchaser of Protection Plan. In the event We cancel Protection Plan, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company, which insures the obligations under Protection Plan, located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, [(803) 737-6134].

**TEXAS only:** You may return Protection Plan within twenty (20) days of the date Protection Plan was provided to You or within ten (10) days if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of Protection Plan. In the event We cancel Protection Plan, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under Protection Plan are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 [(800) 803-9202].

**UTAH only:** The language in CANCELLATION section regarding Our rights to cancel this agreement is deleted and replaced with: We may cancel Protection Plan by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of

contractual duties. We may cancel Protection Plan by providing you with ten (10) days written notice, if the reason for cancellation is non-payment by you. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with Protection Plan provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the dealer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of (the American arbitration association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under Protection Plan, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. Coverage afforded under Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**VERMONT only:** You may return Protection Plan within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact Your Seller. Our obligations under Protection Plan are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to the Our contractual obligations under Protection Plan. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [(855) 438-2390].

**VIRGINIA only:** 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 [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON only:** The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract obligor under Protection Plan are

backed by the full faith and credit of the service contract obligor, Starr Underwriting Agency, Inc., located at 399 Park Avenue, 3rd Floor, New York, NY 10022. You may contact them toll-free at [(855) 438-2390].

**WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the provider becomes insolvent or otherwise financially impaired, the claim can be submitted to Starr Indemnity & Liability Company, who insures Our obligations under Protection Plan, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [(855) 438-2390]. You may return Protection Plan within twenty (20) days of the date Protection Plan was mailed to You, or within ten (10) days, if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of Protection Plan to Us. These provisions apply only to the original purchaser of Protection Plan. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense.

**WYOMING only:** You may return Protection Plan within twenty (20) days of the date Protection Plan was provided to You, or within ten (10) days, if Protection Plan was delivered to You at the time of sale. If You made no claim, Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of Protection Plan to Us. These provisions apply only to the original purchaser of Protection Plan. In the event We cancel Protection Plan, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under Protection Plan are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**ENTIRE CONTRACT:** Protection Plan together with your purchase confirmation sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.