

Master Protection Agreement



1987094355 00052
Michelle Gillespie
751 Saint Johns Pl
DALLASTOWN, PA 17313

Don't worry. This isn't a bill.
It's confirmation of your coverage.

**CONTRACT
NUMBER**
198709435500052

**CONTRACT
EXPIRATION***
06/23/23

PRODUCT
OTR/MICROWAVE BUILT-IN
TOP LOAD WASH,BTW 600-800
DRYER,1YR,O600/U800

MODEL NUMBER
WMH1163XVS1
11028102310
11068102310

SERVICE LOCATION
IN-HOME
IN-HOME
IN-HOME

PURCHASE DATE
06/09/11
07/28/14
07/28/14

Price: \$746.63
Tax Paid: \$34.64
Total Paid: \$781.27

To schedule a repair, please call

1 - 8 0 0 - 4 - M Y - H O M E

1-800-469-4663 or go online at www.searspabenefits.com

Unit # 0004811
Printed: 06/23/20
MPA ACMM01

[SEARS PROTECTION AGREEMENT] TERMS AND CONDITIONS

This [Sears Protection Agreement (“Agreement”)] is a legal contract that describes the terms and conditions of the Protection Plan that you have purchased. Please retain this document along with your sales receipt as proof of ownership. Your receipt indicates the type of Plan that you purchased. There is no deductible for services covered under this Agreement.

This is not a contract of insurance. Unless otherwise regulated under state law, the contents under this [Agreement] should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

The term “Covered Product” refers to the product that this Agreement was purchased to cover. The term “Protection Plan” refers to the Master Protection Agreement (“MPA”) or the Repair Protection Agreement (“RPA”). The terms “you” and “your” refer to the purchaser of this Agreement. The terms “we”, “us” and “our” refer to the Obligor. See Section 17 below for Obligor.

We will repair your Covered Product or provide a comparable replacement item if we cannot complete a covered repair due to unavailability of functional parts or technical information, with no deductible for service(s). Replacement items will include delivery and basic installation. In the event of a replacement, any coverage remaining under the term of this Agreement will be transferred to the new replacement product.

The following numbered sections apply to both Protection Plans under this Agreement. In addition to the numbered sections below, please see the additional terms and conditions specific to the type of Protection Plan you purchased. They can be found after Section 18 of this Agreement. Please read it carefully to understand your rights and our obligations under this contract. Please refer to the state specific section at the end of this contract as the laws of your state may provide you with additional rights. Certain limitations apply. See Section 12 for coverage exclusions.

1. LENGTH OF COVERAGE. Coverage begins on: (1) the date this Agreement was purchased for the Covered Product; or (2) the date you took possession of the Covered Product, whichever is later. This Agreement expires on the date set forth in your sales receipt, Agreement certificate or as otherwise stated within this Agreement (“Term”).
2. COVERAGE FOR REPAIRS. We will directly pay on your behalf, or reimburse you based on pre-approval by us, the cost of parts and services that are needed to repair your Covered Product due to normal wear and tear. Replacement parts may be new or refurbished to meet the manufacturer’s specifications of the original product. Repair services will be performed by a qualified repair technician designated by us.
3. COVERAGE FOR REPLACEMENT. We have the sole right to determine whether a Covered Product will be repaired or replaced. If we determine that a Covered Product is not repairable due to unavailability of functional parts or technical information we will replace the Covered Product with a comparable product. We will determine and authorize the replacement amount but you will select your replacement product from a Sears channel as designated by us. In some cases replacement will be arranged through the manufacturer. You will have up to ninety (90) days from the date of authorization to complete the replacement process. The original Covered Product must be returned in order to receive your replacement product. Any coverage remaining under the term of this Agreement will be transferred to the new replacement product. Replacement products may be new or refurbished to meet the manufacturer’s specifications of the original product. If you choose not to have your Covered Product replaced under this Agreement, then you may cancel this Agreement and we will refund the purchase price you paid for your current coverage. We will not be responsible for reconfiguring space to accommodate a replacement product when a product of identical dimensions is not available.

There may be additional replacement benefits and limitations depending on your type of Protection Plan. Please refer to the section of this Agreement that is applicable to your type of Protection Plan.

TECHNOLOGICAL ADVANCES AND REPLACEMENT PRODUCT AVAILABILITY MAY RESULT IN A REPLACEMENT PRODUCT WITH A LOWER SELLING PRICE THAN THE ORIGINAL PRODUCT (THE NON-REPAIRABLE COVERED PRODUCT). IN ALL CASES, PRODUCT COMPARABILITY FOR A REPLACEMENT PRODUCT WILL BE DETERMINED BY US AT OUR SOLE DISCRETION.

POWER SURGE. Power surge damage is covered.

4. **DISCOUNT ON NON-COVERED REPAIRS.** On the Covered Product, you are entitled to a 25% discount off the price paid on any service performed and related parts provided by Sears Repair that is not covered by this Agreement.
5. **REIMBURSEMENT ON NON-COVERED PARTS.** On the Covered Product you will be reimbursed 25% of the purchase price of non-covered parts such as, water filters (purchased individually or as a subscription), refrigerator coil brushes and dryer brushes purchased from any Sears in-home technician, Sears or Sears affiliated store. Retain your receipt and go to www.searspabenefits.com.
6. **FOOD LOSS REIMBURSEMENT FOR REFRIGERATORS AND FREEZERS.** During the Term of this Agreement we will reimburse you for any food spoilage that is the result of a mechanical failure of the Covered Product. The mechanical failure must be verified by us. You must file your claim within fourteen (14) days from the date the loss was verified. **Please refer to the section of this Agreement that is applicable to your type of plan.** To file your claim visit www.searspabenefits.com.
7. **BUSINESS OR COMMERCIAL USE.** A product is "used for business or commercial purposes" if it is used for any purpose other than single family household purposes. All products used for business or commercial purposes must have been purchased from a Sears or Sears affiliated store. Central heating and cooling products must also have been installed by a Sears authorized installer with no modifications to the original installation. The following products are not covered for commercial use: any floor care, fitness, sewing, computer equipment, power tool product, lawn and garden products or gas grill products.
8. **SERVICE SCHEDULING, TIME AND PLACE.** In-home service will be performed during Sears Repair's normal business hours. If, due to the loss of the use of your Covered Product, your health or safety is endangered or if damage to or loss of your property is threatened, we will make commercially reasonable efforts to expedite service. On some products, telephone support by a technician will be available and you may be asked to check some basic operational functions and be given possible solutions to get your Covered Product back to working condition. For select types of merchandise, we may transfer the Covered Product from your home to a specialized facility in order to complete the repair, at our expense if the Covered Product is covered by in-home service. Coverage applies only to products which are located at one (1) address. If your Agreement covers more than one Covered Product, then coverage applies only to Covered Products which are located at the address on the Agreement certificate or sales receipt.
 - To schedule in-home service, call **[1-800-4-MY-HOME®]** at any time.
 - For service on digital cameras, tablets, computers and other home office equipment, call **[1-800-877-8701]**.
 - If your sales receipt, Agreement certificate or this Agreement indicates Shop Service, you must bring the Covered Product to a Sears Repair location and pick it up following completion of service. To locate a repair center near you call **[1-800-4-MY-HOME®]**. In some cases, you will be provided packaging and you must ship the Covered Product to our service location, at our expense, for repair.
9. **SAFETY AND ACCESSIBILITY.** In the event that Sears Repair determines that it cannot service your Covered Product due to poor accessibility or unsafe working conditions or that it cannot restore your Covered Product to safe working conditions due to reasons beyond the scope of this Agreement, such as, but not limited to, code violations, improper storage, improper installation that was not performed or authorized by Sears, use or movement of the product or equipment, including the failure to follow the owner's manual instructions including the failure to place the product or equipment in an area that complies with the manufacturer's published space or environmental requirements, Sears Repair will not be required to proceed until you remedy the applicable cause. In order for us to provide the quality service you expect, you should cooperate fully with the service technician while in your home; provide a safe,

non-threatening environment and clear access to the Covered Product. Failure to comply with these conditions may be cause for cancellation of this Agreement.

10. EFFECT(S) OF MANUFACTURER'S WARRANTY ON COVERAGE. Covered Products in need of parts and service that are still covered under the manufacturer's warranty period or recall work, will be serviced by Sears Repair in accordance with the manufacturer's guidelines. **IF THE TERM OF THIS AGREEMENT OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS AGREEMENT EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.** This Agreement is inclusive of and runs concurrently with the manufacturer's warranty, it does not replace it. This Agreement provides benefits in addition to the manufacturer's warranty.
11. ELIGIBILITY FOR COVERAGE. If you did not purchase this Agreement at the same time as the purchase of the Covered Product, this section applies to you. Prior to the sale of this Agreement, we reserve the right to obtain product information from you in order to determine eligibility for coverage. To be eligible for coverage, the product must be in proper operating condition at the start of coverage and the information regarding the original purchase date of the covered product is correct. Inaccurate information regarding purchase date may result in the product being ineligible for coverage. We reserve the right to inspect the Covered Product to determine eligibility for coverage. If you are not current on your installment or monthly payments for this Agreement, you will not be eligible for coverage or benefits under this Agreement until payment is brought current.
12. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS. This Agreement does not cover:
 - a. Any product located outside the United States, Puerto Rico and Guam.
 - b. Accessories or attachments.
 - c. Repair of any Covered Product which is damaged or malfunctioning due to causes beyond our control including, but not limited to, repairs necessitated by operator or owner negligence such as the failure to maintain the product according to the owner's manual instructions, improper installation, television burn-in, accidental damage, abuse, misuse, vandalism, theft, mold, mildew, rust or corrosion, animal or insect infestation, damage caused by lightning and other acts of nature.
 - d. Replacement of any Covered Product for product mismatch; product upgrades; components or accessories such as but not limited to thermostats, pedestals, TV stands and 3D glasses or for any of the reasons listed under subsection c. above.
 - e. Service required as a result of any alteration of the product or equipment or repairs made during the Agreement Term which are not authorized by us, or are made by parties not specifically authorized by us, such as, but not limited to, product that are in a disassembled state.
 - f. Expendable items, including, but not limited to: any filters, bulbs, fluids (gasoline, oil, etc.), saw blades, batteries, and other operating supplies and consumable items. (See Section 5 for information regarding the purchase of non-covered parts). Exceptions: Tractor batteries and rechargeable batteries for camcorders, digital cameras and lawn mowers, micro display lamps and refrigerator LED bulbs are covered.
 - g. The following products, parts and services: installation (other than re-installation required to complete a covered repair or covered replacement), antenna systems, pulling and re-installing of deep well, jet or submersible well pumps.
 - h. Telephone, water, gas, electrical or other lines, drains, or ductwork connecting to the product or equipment.
 - i. Upgrades to your Covered Product, permits or any additional expense incurred in order to comply with local, state or federal building codes and other laws and regulations.
 - j. Any nonfunctional repairs, parts or cosmetic defects of products purchased as "Reconditioned" or "Used" or purchased at Sears Outlet stores.

The following additional exclusions and limitations specifically apply to computer equipment:

- Any software, including, but not limited to, application programs, databases, files, source codes, object codes or proprietary data, or any support, configuration, installation or reinstallation of any software or data. You are responsible for backing up copies of all your data and software on a regular basis.
- Service required as a result of non-compatible software or due to improper software use or software virus.
- Hardware upgrade(s) not purchased at Sears. Hardware upgrades include memory, hard disk drive, and multimedia products. Hardware upgrades purchased at Sears and installed into products and equipment are covered under this Agreement. This Agreement does not cover installation of hardware upgrades.

There may be additional limitations under your specific type of Protection Plan below.

13. **CANCELLATION AND REFUNDS.** You may cancel this Agreement at any time for any reason by calling [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. We may cancel this Agreement if you fail to pay, including via monthly or installment options where applicable, make a material misrepresentation, substantially breach your duties under this Agreement, or if Sears Repair or its representatives determines that it cannot service or repair your Covered Product due to the causes listed in Section 9 of this Agreement. We may also cancel this Agreement if the Covered Products model or serial number is altered, missing or illegible.

If this Agreement is cancelled by you or us:

- During any time within the full manufacturer's warranty period (parts & labor) you will receive a 100% refund of the purchase price paid for this Agreement.
- During the first sixty (60) days of the term you will receive a 100% refund of the purchase price paid for this Agreement.
- After the first sixty (60) days of the term or after the expiration of the full manufacturer's warranty for the Covered Product (whichever occurs last), excluding warranties covering component parts of the Covered Product, we will refund the purchase price allocable to the remainder of the Term of this Agreement prorated on a monthly basis, less any claims paid.

If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement.

Any refund will be made in the same form as the original payment of this Agreement. If more than one payment method was used, any refund will be applied in the following order: Shop Your Way Reward® Points, Sears gift card, Sears credit card, third-party credit card, and cash/check. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS AGREEMENT.**

14. **LIMITATION OF LIABILITY. EXCEPT AS STATED IN SECTION 8, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW, WE AND OUR AGENTS, CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF COVERED PRODUCT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF COVERED PRODUCT, DELAYS IN SERVICING, AVAILABILITY OF PRODUCTS INCLUDING PARTS OR THE INABILITY TO SERVICE ANY COVERED PRODUCT. UNDER NO CIRCUMSTANCES WILL THE OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID FOR THE COVERED PRODUCT.**
15. **TRANSFERABILITY.** This Agreement is transferable to any subsequent owner of the Covered Product subject to the terms and conditions of this Agreement. For more information on transferring your Agreement, please call [1-800-4-MY-HOME®].
16. **RENEWAL.** No party is obligated to renew this Agreement beyond the expiration date of the Term. The purchase price paid by you for this Agreement may change or increase upon renewal. To renew coverage call [1-800-4-MY-HOME®] anytime.

17. **OBLIGOR AND ADMINISTRATOR.** The Obligor under this Agreement is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578] in all states except in Florida where the Obligor is United Service Protection, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578]. The administrator on this Agreement is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578] in all states except in Florida where the administrator is United Service Protection, Inc., [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578].
18. **ARBITRATION. Read the following arbitration provision carefully. It limits certain rights, including your right to obtain relief or damages through court action.** To begin Arbitration, either you or we must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless you and we agree otherwise, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your Claims. Please refer to the STATE SPECIFIC EXCEPTIONS section of this Agreement for any added requirements in your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and we specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

In addition to the provisions above, the following Protection Plans also include the following coverage benefits and limitations:

MASTER PROTECTION AGREEMENT ("MPA")

SERVICE PROMISE. In the event that we do not repair your Covered laundry, kitchen or HVAC Product on our first (1st) in-home repair attempt and you will be without the use of your Covered Product, we will provide you with a one time rental reimbursement or allowance up to \$50 at our sole discretion. To file a claim go to www.searspabenefits.com.

NO LEMON GUARANTEE. In accordance with the foregoing provisions, at your request we will replace your Covered Product under this MPA after three (3) separate product failures and a fourth (4th) repair is required due to defects in parts or workmanship within any continuous twelve (12) month period that the product is covered by this Agreement. Product failure will be determined by us. Product failures for this purpose must include repair or replacement of a functional, non-expendable part and does not include preventive maintenance, product diagnosis, customer instruction, accessory, cosmetic, or non-functional repair or replacement, or any repair covered under a manufacturer's product recall. Your request for replacement of a Covered Product must occur within sixty (60) days from its last product failure. To secure authorization, call [1-800-927-7836].

PREVENTIVE MAINTENANCE. At your request, we will directly pay Sears Repair to perform one (1) preventive maintenance check-up within any contract year that the Covered Product is covered under this Agreement.

FOOD LOSS. The reimbursement for food loss as stated in Section 6 is limited to up to [\$300] per repair or replacement.

COSMETIC DEFECTS COVERAGE. Cosmetic defects are covered under this Agreement for the first three (3) years of ownership of the Covered Product from its original purchase date as set forth on the sales receipt. Cosmetic defects and cosmetic incompatibility of parts are not eligible for product replacement; they are only eligible for repair. Limitations of coverage still apply. See Section 12 above.

REPAIR PROTECTION AGREEMENT ("RPA")

SERVICE PROMISE. In the event that we do not repair your Covered riding mower, snow removal or HVAC Product on our first (1st) in-home repair attempt and you will be without the use of your Covered Product, we will compensate you for your inconvenience by reimbursing you for a one-time expense, such as lawn mowing or snow removal up to [\$50] at our sole discretion. To file a claim go to www.searspabenefits.com.

COVERAGE FOR REPLACEMENT. Under Section 3, the replacement value is limited to up to \$1,500. **Exception: For Lawn & Garden products: When the RPA is purchased at the same time as the Covered Product (“Point of Sale”) there is no limit on the value of the comparable product replacement. For RPA purchases made on Lawn & Garden anytime other than at the Point of Sale including at renewal time, the limit on comparable product replacement will be up to [\$1,500].**

FOOD LOSS. Reimbursement for food loss as stated in Section 6 is limited to up to [\$200] per repair or replacement.

LIMITATIONS OF COVERAGE. THIS RPA DOES NOT COVER:

- **Normal maintenance, such as periodic tune-ups and oil changes.**
- **Nonfunctional repairs or parts.**
- **Cosmetic defects.**
- **Bent crankshafts, changing or assembling attachments for tractors or riding mowers.**

Refer to Sections 4 & 5 for 25% discount on non-covered repairs and parts.

STATE SPECIFIC EXCEPTIONS

The following state specific requirements apply if your Agreement was purchased in one of the following states and supersede any other provision herein to the contrary:

AL, CO, GA, IL, IN, KY, MA, MN, NC, NH, NJ, NV, NY, OR, SC, UT and WY CUSTOMERS: **INSURANCE:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244].

AZ, HI, MT, OK, VA and VT CUSTOMERS: **INSURANCE:** The obligations under this Agreement are insured under a service contract contractual liability insurance policy issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157].

GA, LA, OR, UT, WI and WY CUSTOMERS: The **ARBITRATION** provision is deleted in its entirety. It is not applicable to you.

AL, AR, CO, HI, MA, MN, MO, NJ, SC, and WY CUSTOMERS: **FREE LOOK:** You may return the Agreement within twenty (20) days of the date the Agreement was mailed, or within ten (10) days of delivery. If you cancel within twenty (20) days of the date the Agreement was mailed, or within ten (10) days of delivery and there is no claim, a full refund will be made. We 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 Agreement to us. This provision applies only to the original purchaser of the Agreement and is not transferable.

ALABAMA CUSTOMERS. The following is added to your Agreement: **INSURANCE:** The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the purchase price, within sixty (60) days after proof of loss has been filed with us, the written claim can be submitted directly to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The second paragraph of the **CANCELLATION AND REFUNDS** provision is deleted and replaced with the following:

If this Agreement is cancelled by you or us:

- During any time within the full manufacturer’s warranty period (parts & labor) you will receive a 100% refund of the purchase price paid for this Agreement.

- During the first sixty (60) days of the term you will receive a 100% refund of the purchase price paid for this Agreement.
- After the first sixty (60) days of the term or after the expiration of the full manufacturer's warranty for the Covered Product (whichever occurs last), excluding warranties covering component parts of the Covered Product, we will refund the purchase price allocable to the remainder of the Term of this Agreement prorated on a monthly basis.

If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement. No claims incurred will be deducted regardless of who initiates the cancellation. Prior notice is not required if the reason for cancellation is nonpayment or material misrepresentation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

ARIZONA CUSTOMERS. **LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add pre-existing conditions known by you that occurred prior to the coverage start date, except if such conditions were known or should reasonably have been known by us or our subcontractors.** The **CANCELLATION AND REFUNDS** provision is amended by adding the following: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Agreement due to acts or omissions of us or our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by us or our subcontractors, prior use, or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors, or program ineligibility. The following is added to **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, you may contact the Arizona Department of Insurance at 100 North 15th Avenue, Suite 102, Phoenix, AZ 85007-2624, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Agreement under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

ARKANSAS CUSTOMERS. The following is added to your Agreement: **INSURANCE**: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the purchase price, within sixty (60) days after proof of loss has been filed with us, the written claim can be submitted directly to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The **CANCELLATION AND REFUNDS** provision is amended by adding the following: If we cancel your Agreement, we will mail written notice to you within fifteen (15) days of cancellation stating the effective date of cancellation and the reasons. If we cancel your Agreement, the unearned pro rata refund of the purchase price less the actual cost of any service received shall accompany the written notice of cancellation unless cancellation is for nonpayment. Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Covered Product or its use. **LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS** is amended to add **pre-existing conditions**.

CALIFORNIA CUSTOMERS. The **CANCELLATION AND REFUNDS** provision is deleted and replaced with the following: You may cancel your Agreement at any time for any reason by going to [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. If you cancel this Agreement during any time within the full manufacturer's warranty period (parts & labor) you will receive a 100% refund of the purchase price paid for this Agreement. If you cancel this Agreement within the first thirty (30) days after receipt of this Agreement, and received no claims benefit, you will receive a full refund if you provide a written notice of cancellation. If you cancel the Agreement within the first thirty (30) days and no claims have been filed, the Agreement is void and you will receive a full refund. If You cancel after the first thirty (30) days or within the first thirty (30) days and a claim has been filed, the purchase price paid by you is fully earned and you will not receive a refund. We must receive your payment when due or coverage will terminate on the date through which your last payment applies. If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement. We may cancel this Agreement within the first thirty (30) days after receipt of this Agreement for any reason. After thirty (30) days, we may only cancel this Agreement for (1) nonpayment

of the purchase price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by you. If we cancel due to fraud, material misrepresentation or a substantial breach of duties by you, we will provide you with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or email address (depending on your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid. Any refund will be made in the same form as the original payment of this Agreement. If more than one payment method was used, any refund will be applied in the following order: Shop Your Way Reward® Points, Sears gift card, Sears credit card, third-party credit card, and cash/check. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS AGREEMENT.** You may cancel this Agreement if you return the Products, or if the Products is sold, lost, stolen, or destroyed. The following is added to the ARBITRATION provision: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent you from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, you may contact them at 1-800-952-5210, or you may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or you may visit their website at www.bearhfti.ca.gov.

COLORADO CUSTOMERS. The CANCELLATION AND REFUNDS provision is amended by adding the following: Prior notice is not required if this Agreement is cancelled for nonpayment of the purchase price, a material misrepresentation by you, or a substantial breach by you relating to the Covered Product or its use. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

CONNECTICUT CUSTOMERS. The following is added to CANCELLATION AND REFUNDS provision: You may cancel this Agreement if you return the Product, or the Product is sold, lost, stolen or destroyed. The **TERMS AND CONDITIONS** and ARBITRATION provision of this Agreement are amended to include the following: DISPUTE RESOLUTION: If we are unable to resolve any disputes with you regarding this warranty, you may file a written complaint with 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 price of the Product subject to the extended warranty, the cost of repair of the Product, and a copy of the Agreement. The following provision is added: TIME EXTENSION: If your term of coverage is less than one (1) year, your Agreement will be automatically extended by the duration that the Product is withheld from you while being repaired. The following provision is added: INSURANCE: The obligations of the Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. Please call American Bankers Insurance Company of Florida at [1-800-852-2244] to file a claim.

FLORIDA CUSTOMERS. The following is added to your Agreement: RATES: Rates are not subject to regulation by the Office of Insurance Regulation. The following is added to the ARBITRATION provision: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The Arbitration action will take place in the county where the insured resides.

GEORGIA CUSTOMERS. The CANCELLATION AND REFUNDS provision is deleted and replaced with the following: You may cancel this Agreement at any time for any reason by going to [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. If you cancel this Agreement within thirty (30) days, the full purchase price will be refunded to you at your address on the proof of purchase referenced above. No claim paid or incurred, nor cancellation or administrative fees shall be deducted from any refund owed. In the event this Agreement is cancelled, a written notice will be mailed to You at Your last known address at least ten (10) days prior to the effective date of cancellation, which notice shall state the effective date of cancellation and the reason for cancellation. If we cancel this Agreement, you will be refunded the unearned Agreement price calculated on a pro rata basis. If cancelled by us and we fail to refund the unearned pro-rata Agreement price by the cancellation effective date, we shall pay you a penalty equal to 25% of the unearned Agreement price and interest equal to 18% per annum until such time that proper return is made, which penalty and interest must be paid at the time the return is made; provided however, the maximum amount of such

penalty and interest shall not exceed 50% of the amount of the refund due. The penalty does not apply to nonpayment by you. Failure to provide such refund shall not invalidate the notice of cancellation. If you cancel this Agreement after thirty (30), you will receive a pro-rata refund based on the time expired from the date of this Agreement as a percentage of the total term of this Agreement. These provisions apply only to the original purchaser of this Agreement. We must receive your payment when due or coverage will terminate on the date through which your last payment applies. We may cancel this Agreement at any time only for fraud, material misrepresentation by you in obtaining this Agreement or presenting a claim for service, or for nonpayment by you. If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement. Any refund will be made in the same form as the original payment of this Agreement. If more than one payment method was used, any refund will be applied in the following order: Shop Your Way Reward® Points, Sears gift card, Sears credit card, third-party credit card, and cash/check. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS AGREEMENT.** LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add pre-existing conditions known by you. NOTICE: If a dispute arises between the English and Spanish, due to issues of interpretation, the English version will prevail in all cases.

HAWAII CUSTOMERS. The following is added to CANCELLATION AND REFUNDS provision: Prior notice is not required if this Agreement is canceled for nonpayment of the purchase price, a material misrepresentation by you, or a substantial breach by you relating to the covered Product or its use. If we cancel your Agreement, we will mail written notice to you at your last known address five (5) days prior to cancellation stating the effective date of cancellation and the reasons. This Agreement continues month-to-month until terminated. Your purchase of this Agreement and monthly payment of the amount due is your acknowledgement of the continuous service nature of this Agreement. To cancel this coverage, please refer to the CANCELLATION AND REFUNDS provision. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

INDIANA CUSTOMERS. The following is added to your Agreement: NOTICE: Proof of payment to the us constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures the Agreement's obligations. This Agreement is not an insurance policy and is not regulated by the Departments of Insurance.

MAINE CUSTOMERS. The following is added to your Agreement: INSURANCE: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the purchase price, within sixty (60) days after proof of loss has been filed with us, the written claim can be submitted directly to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The CANCELLATION AND REFUNDS provision is amended by adding the following: If we cancel your Agreement, we will mail written notice to you at your last known address at least fifteen (15) days prior to cancellation stating the effective date of cancellation and the reasons. If we cancel your Agreement, the unearned pro rata refund of the purchase price less the actual cost of any service received shall accompany the written notice of cancellation unless cancellation is for nonpayment. The following is added to your Agreement: FREE LOOK: You may return the Agreement within twenty (20) days of the date the Agreement was mailed, or within ten (10) days if delivered at time of sale. Upon return of the Agreement within the applicable time period, if no claims have been made, you will be refunded the full Agreement price including any sales tax refund. 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 the return of the Agreement. This provision applies only to the original purchaser. The following is added to 8. SERVICE SCHEDULING, TIME AND PLACE OF SERVICE: EMERGENCY REPAIRS: If an emergency occurs which requires a repair to be made at a time when the administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the administrator for claims instructions during normal business hours immediately following the emergency repairs. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

MARYLAND CUSTOMERS: The following is added to your Agreement: FREE LOOK: You may cancel this Agreement within twenty (20) calendar days of receipt of the Agreement if mailed, or within twenty (20) days after the date of delivery of this Agreement if given at time of sale. Upon return of this Agreement within the applicable time period, if no claim has been made under this Agreement the Agreement is void and the administrator shall

refund You the full purchase price. 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 this Agreement. The right to reject and return this Agreement applies to the original purchaser of this Agreement. The following is added to your Agreement: LENGTH OF COVERAGE is amended to add the following: This Agreement is extended automatically when we fail to perform the services under this Agreement. This Agreement will not terminate until services are provided in accordance with the terms of the Agreement.

MASSACHUSETTS CUSTOMERS. The CANCELLATION AND REFUNDS provision is amended by adding the following: If we cancel your Agreement, we will mail written notice to you at least five (5) days of cancellation at your last-known address stating the effective date of cancellation and the reasons. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by you, or a substantial breach of duties by you relating to the Covered Product or its use. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

MICHIGAN CUSTOMERS. The following is added to your Agreement: NOTICE: If performance of the Agreement is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

MINNESOTA CUSTOMERS. The CANCELLATION AND REFUNDS provision is amended by adding the following: If we cancel your Agreement, we will mail written notice to you at your last known address stating the effective date of cancellation and the reason for cancellation at least fifteen (15) days before cancellation. You will receive five (5) days' notice if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Covered Product or its use. The following is added to the ARBITRATION provision: Any Arbitration shall take place in the state where you reside or at any other place agreed to in writing by you and Federal Warranty Service Corporation. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

MISSOURI CUSTOMERS. The following is added to your Agreement: INSURANCE: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. If any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or the administrator ceases to do business or goes bankrupt, you may apply directly to American Bankers Insurance Company of Florida. The following is added to 8. SERVICE SCHEDULING, TIME AND PLACE OF SERVICE: EMERGENCY REPAIRS: If an emergency occurs which requires repair to be made at the time when the administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the administrator during normal business hours immediately following the emergency repair. The second paragraph of CANCELLATION AND REFUNDS is deleted and replaced with the following: If this Agreement is cancelled by you or us:

- During any time within the full manufacturer's warranty period (parts & labor) you will receive a 100% refund of the purchase price paid for this Agreement.
- During the first sixty (60) days of the term you will receive a 100% refund of the purchase price paid for this Agreement.
- After the first sixty (60) days of the term or after the expiration of the full manufacturer's warranty for the Covered Product (whichever occurs last), excluding warranties covering component parts of the Covered Product, we will refund the purchase price allocable to the remainder of the Term of this Agreement prorated on a monthly basis.
- If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement.

LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

NEW HAMPSHIRE CUSTOMERS. The following is added to your Agreement: NOTICE: In the event that you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301; telephone 1-800-852-3416. The following is added to the ARBITRATION provision: Arbitration shall be held at a location selected by us within the state in which the Agreement was purchased. Any arbitration proceeding is subject to RSA 542. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

NEVADA CUSTOMERS. The following is added to 8. SERVICE SCHEDULING, TIME AND PLACE OF SERVICE: EMERGENCY REPAIRS: If you have an emergency which involves the loss of heating or cooling, plumbing, substantial loss of electrical service, and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty (24) hours after the report of your claim and will be completed as soon as reasonably practicable thereafter. If we determine that the repairs cannot be practicably completed within three (3) calendar days after the report of the claim, we will provide a status report to you at your last known address and the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim. If you are not satisfied with the manner in which we are handling the claim on your Agreement, you may contact the Commissioner by calling the toll-free number, (888) 872-3234. The following is added to CANCELLATION AND REFUNDS provision: We may not cancel this Agreement once it has been in effect for seventy (70) days, except for the following conditions: failure by you to pay the Agreement Price; the conviction of you of a crime which results in an increase in the service required under the Agreement; fraud or material misrepresentation by you in purchasing the Agreement or in the presentation of a claim; the discovery of an act or omission, or a violation of any condition of the Agreement by you which substantially and materially increases the service required under the Agreement; or a material change in the nature or extent of the service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the service required beyond that contemplated at the time of purchase. If we cancel, you will receive a refund equal to the unearned pro rata purchase price. No claims or repairs incurred may be deducted from any refund. If we cancel your Agreement, we will mail written notice to you within fifteen (15) days of cancellation stating the effective date of cancellation and the reasons. If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement. Any refund will be made in the same form as the original payment of this Agreement. If more than one payment method was used, any refund will be applied in the following order: Shop Your Way Reward® Points, Sears gift card, Sears credit card, third-party credit card, and cash/check. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS AGREEMENT.** The following is added to your Agreement: FREE LOOK: You may, within twenty (20) calendar days of mailing of the Agreement, or ten (10) days if delivered at time of sale return this Agreement. This provision applies only to the original purchaser. If this Agreement is returned within the first thirty (30) days of purchase and a refund is not credited within forty-five (45) days after the return, we shall pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. This provision applies only to the original purchaser. The purchase of the Agreement is not required in order to purchase goods or to obtain financing. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

NEW JERSEY CUSTOMERS. The CANCELLATION AND REFUNDS is amended to add the following: We reserve the right to cancel this Agreement at any time and will not provide prior written notice in the event of nonpayment of the price, material misrepresentation or omission by you, or a substantial breach of contractual obligations by you related to the Product or its use. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

NEW MEXICO CUSTOMERS. The following is added to your Agreement: INSURANCE: This Agreement is insured by American Bankers Insurance Company of Florida. If the obligor fails to pay you or otherwise provide you with the covered service within sixty (60) days of your submission of a valid claim, you may submit your claim to American Bankers Insurance Company of Florida at [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. The CANCELLATION AND REFUNDS first paragraph is deleted and replaced with the following: You may cancel this Agreement at any time for any reason by calling [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. We may cancel this Agreement if you fail to pay, including via monthly or installment options where applicable, fraud or material misrepresentation, substantially breach your duties under this Agreement, or if Sears Repair or its representatives determines that it cannot service or repair your Covered Product due to the causes listed in Section 12 of this Agreement. We may also cancel this Agreement if the Covered Products model or serial number is altered, missing or illegible. We reserve the right to cancel this Agreement at any time in the event of nonpayment by you, fraud by you, material misrepresentation by you, or a substantial breach of duties by you. The following is added to your Agreement: FREE LOOK: You may return the Agreement within sixty (60) days of delivery. Upon return of the Agreement within the applicable time period, if no

claim has been made under the Agreement, the Agreement is void and the administrator shall refund you the full purchase price. If this Agreement is returned within the first sixty (60) days from date of purchase and a refund is not credited within sixty (60) days after the return, we shall pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

NEW YORK CUSTOMERS. The following is added to your Agreement: FREE LOOK: You may return the Agreement within sixty (60) days of delivery. Upon return of the Agreement within the applicable time period, if no claim has been made under the Agreement, the Agreement is void and the administrator shall refund to you the full purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the Agreement. The right to reject and return this Agreement applies to the original purchaser of this Agreement. The CANCELLATION AND REFUNDS is amended to add the following: Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by you relating to the Covered Product or its use. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

NORTH CAROLINA CUSTOMERS. The CANCELLATION AND REFUNDS is amended to add the following: This Agreement shall be non-cancelable by the obligor or the administrator except for nonpayment of premium or direct violation of the Agreement by you. The purchase of the Agreement is not required in order to obtain financing for the Covered Product.

OHIO CUSTOMERS. The following is added to your Agreement: INSURANCE: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157, 800-852-2244]. If we fail to perform or make payment due under the terms of the Agreement within sixty (60) days after you request performance or payment, you may apply directly to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Agreement in which we must refund to you upon cancellation of the Agreement.

OKLAHOMA CUSTOMERS. Section 17. OBLIGOR AND ADMINISTRATOR is deleted and replaced with the following: The Obligor under this Agreement is Assurant Service Protection, Inc. [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578]. The administrator on this Agreement is Assurant Service Protection, Inc. [P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578]. Oklahoma License Number 44199246. The CANCELLATION AND REFUNDS provision is deleted and replaced with the following: You may cancel this Agreement at any time for any reason by calling [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. In the event the Agreement is cancelled by you, within the first thirty (30) days, and no claim has been made, the refund will be based upon ninety percent (90%) of the unearned pro rata premium. If you cancel after the first thirty (30) days (or within the first thirty (30) days and a claim has been filed), the refund will be based upon ninety percent (90%) of the unearned pro rata premium, less the actual cost of any service provided under the Agreement. We must receive your payment when due or coverage will terminate on the date through which your last payment applies. We can cancel this Agreement at any time in the event of fraud, nonpayment, material misrepresentation or breach of Agreement by you. You will be provided with a written notice at least thirty (30) days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. If we cancel this Agreement, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Agreement. If this Agreement was inadvertently sold to you on a Product, which was not intended to be covered by this Agreement, or if we are unable to repair your Product or deem it is not cost effective, we will cancel this Agreement and return the full purchase price of the Agreement to you. The following is added: NOTICE: This is not an insurance contract. The Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. The ARBITRATION provision is deleted and replaced with the following:

NON-BINDING ARBITRATION: Read the Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Agreement shall be subject to mandatory, non-binding arbitration. To begin Arbitration, either you or we must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration

Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless you and we agree otherwise, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your Claims. Please refer to the STATE SPECIFIC EXCEPTIONS section of this Agreement for any added requirements in your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and we specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

OREGON CUSTOMERS. The following is added to 8. SERVICE SCHEDULING, TIME AND PLACE OF SERVICE: EMERGENCY REPAIRS: If an emergency occurs which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

SOUTH CAROLINA CUSTOMERS. The CANCELLATION AND REFUNDS provision is amended by adding the following: If we cancel this Agreement, we shall mail a written notice to you at your last known address contained in our records at least fifteen (15) days prior to cancellation by us. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered Product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**. The following is added: NOTICE: In the event of a dispute with the Obligor of this Agreement and does not timely resolve such matters within sixty (60) days of proof of loss, 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 CUSTOMERS. The following is added to your Agreement: REGISTRATION: The administrator's registration number for Federal Warranty Service Corporation is 269. INSURANCE: The Obligations under the Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is provided to you by us before the sixty-first (61st) day after the proof of loss, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Agreement is cancelled, you may apply directly to American Bankers Insurance Company of Florida. We 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 Agreement to us. This provision applies only to the original purchaser of the Agreement and is not transferable. The CANCELLATION AND REFUNDS provision is amended by adding the following: Prior notice is not required if this Agreement is canceled for nonpayment of the purchase price, a material misrepresentation by you to the obligor or the administrator, or a substantial breach by you relating to the Covered Product or its use. The following is added to your Agreement: NOTICE: If you have complaints or questions regarding this Agreement, you may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-512-463-6599 or 1-800-803-9202 (within Texas only). LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

UTAH CUSTOMERS. The following is added to 8. SERVICE SCHEDULING, TIME AND PLACE OF SERVICE: EMERGENCY REPAIRS: If an emergency occurs which requires a repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repair. Notice and proof of loss must be provided as soon as reasonably possible. Failure to obtain prior authorization or submit repair orders and other documentation will not automatically invalidate your claim if you can demonstrate that it was not reasonably possible to obtain prior authorization or file the documents within such time period. The CANCELLATION AND REFUNDS provision is amended by adding the following: We can cancel this Agreement during the first sixty (60) days for any reason, by mailing a notice of cancellation at least thirty (30) days prior to the effective date of cancellation (ten (10) days for non-payment of the Agreement price. After sixty (60) days, we may cancel by mailing a cancellation notice at least thirty (30) days prior to the

effective date of cancellation (10 days for non-payment of the Agreement price) for cancellations due to any of the following reasons: material misrepresentation; substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or substantial breach of contractual duties, conditions, or warranties. The following is added: **REGULATION**: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS** is amended to add **pre-existing conditions**.

VERMONT CUSTOMERS. The following is added to your Agreement: **FREE LOOK**: You may return the Agreement within twenty (20) calendar days of receipt of the Agreement. If no claim has been made under the Agreement, the administrator shall refund to you the full purchase price. The right to return this Agreement within twenty (20) days applies to the original purchaser of this Agreement. The following is added to 8. **SERVICE SCHEDULING, TIME AND PLACE OF SERVICE; EMERGENCY REPAIRS**: If an emergency occurs which requires a repair to be made at a time when the administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the administrator for claims instructions during normal business hours immediately following the emergency repairs.

WASHINGTON CUSTOMERS. The following is added to your Agreement: **FREE LOOK**: You may, within twenty (20) calendar days of the date mailed or within ten (10) days of delivery of the Agreement, reject and return the Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made under the Agreement, Agreement is void and the obligor shall refund You the full purchase price. A ten percent (10%) penalty per month shall be added to a refund of the purchase price that is not paid or credited within thirty (30) days after return of the Agreement. The right to reject and return this Agreement is non-transferable and applies to the original purchaser of this Agreement. The following is added to the **ARBITRATION**: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement. All arbitrations will be held in the county in which you maintain your permanent residence. The following is added to your Agreement: **INSURANCE**: Obligations under this Agreement are backed by the full faith and credit of the obligor. The **CANCELLATION AND REFUNDS** provision is amended by adding the following: If we cancel your Agreement, we will mail written notice to you at your last known address within twenty-one (21) days of cancellation stating the effective date of cancellation and the reasons. The following is added to 8. **SERVICE SCHEDULING, TIME AND PLACE OF SERVICE; EMERGENCY REPAIRS**: If an emergency occurs which requires a repair to be made at a time when the administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact the administrator for claims instructions during normal business hours immediately following the emergency repairs. **LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS** is amended to add **pre-existing conditions**.

WISCONSIN CUSTOMERS. The following is added to your Agreement: **REGULATION: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. The reference to this Agreement being interpreted and understood within the meaning of a "service contract" in Public Law is deleted and replaced as follows: This Agreement is not a contract of insurance. This is a 'service contract' as regulated under Wisconsin Law and as referenced in the Federal Public Law 93-637. The following is added to your Agreement: **INSURANCE**: Obligations of the Obligor under this Agreement are insured under a service contract reimbursement policy issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. If we do not provide, or reimburse or pay for, a service that is covered under a service contract within sixty (60) days after you provide proof of loss, or if we become insolvent or otherwise financially impaired, you may file a claim directly with American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. The following is added to your Agreement: **FREE LOOK**: You may return this Agreement within twenty (20) days of receipt or ten (10) days if delivered at the time of sale. If you return the Agreement within the applicable time period and no claim was made, the Agreement is void and the full Agreement price will be refunded to you. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to us. The right to void this Agreement is not transferable and applies only to the original purchaser. The **CANCELLATION AND REFUNDS** provision is provision is deleted and replaced with the following: You may cancel this Agreement at any time for any reason by calling [1-800-4-MY-HOME®] or by mailing written notice of cancellation to: Cancellation Services, [P.O. Box 888, Elgin, IL 60121-0888]. We may cancel this Agreement at any time for (1) nonpayment of the purchase price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by you. We will send you written notice, with the cancellation date and the reason for cancellation, to Your last known mailing or email address (depending on Your chosen

form of communication) at least five (5) days before cancellation. We will refund the unearned pro-rata Price less any claims paid. In the event of a total loss of property covered by this Agreement that is not covered by a replacement product pursuant to the terms of the Agreement, you shall be entitled to cancel the Agreement and receive a refund of the pro-rata price, less any claims paid. If this Agreement is cancelled by you or us:

- During any time within the full manufacturer's warranty period (parts & labor) you will receive a 100% refund of the purchase price paid for this Agreement.
- During the first sixty (60) days of the term you will receive a 100% refund of the purchase price paid for this Agreement.
- After the first sixty (60) days of the term or after the expiration of the full manufacturer's warranty for the Covered Product (whichever occurs last), excluding warranties covering component parts of the Covered Product, we will refund the purchase price allocable to the remainder of the Term of this Agreement prorated on a monthly basis, less any claims paid.

If you are paying your Agreement via installment or monthly plan, and you cancel your agreement, for the purpose of determining your refund, if any, the purchase price you paid to date will be deemed the purchase price of this Agreement.

Any refund will be made in the same form as the original payment of this Agreement. If more than one payment method was used, any refund will be applied in the following order: Shop Your Way Reward® Points, Sears gift card, Sears credit card, third-party credit card, and cash/check. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WILL YOUR REFUND EXCEED THE VALUE OF THE PURCHASE PRICE YOU PAID FOR THIS AGREEMENT.** LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.

WYOMING CUSTOMERS. The CANCELLATION AND REFUNDS provision is amended by adding the following: We will mail a written notice to your last known address at least ten (10) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation by you or a substantial breach of duties by you relating to the Covered Product or its use. LIMITATIONS OF COVERAGE APPLICABLE TO ALL PLANS is amended to add **pre-existing conditions**.