



SUB-ZERO CARE PLUS

Congratulations on selecting this Sub-Zero Care Plus Plan! We hope the added comfort and protection of this Plan enhances Your enjoyment of Your Sub-Zero and/or Wolf Appliance. Please read these terms and conditions, your purchase receipt and the Plan Welcome Letter carefully so that you fully understand Your coverage under this Plan.

1. PLAN PROVIDER (OBLIGOR)

The Obligor of this Plan is as follows: (1) CNA Warranty Services, Inc. in all states except Florida; and (2) In Florida, CNA Warranty Services of Florida, Inc.

2. DEFINITIONS

"We", "Us" and "Our" shall mean the Obligor. "You" and "Your" shall mean the purchaser of the product covered by this Plan. "Sub-Zero Care Plus" and "Plan" shall mean this document together with Your original purchase receipt and Plan Welcome Letter. No representation, promise, or condition not contained in this Plan will modify its terms. "Administrator" or "SZGW" shall mean SZG Warranty Co., which is authorized to act on Our behalf. The Administrator can be contacted at P.O. Box 44848, Madison, WI 53744 or **800-222-7820**. "Covered Product" or "Covered Item" means the residential Sub-Zero or Wolf Appliance item that is described in and covered by this Plan. "Limited Warranty" means the Sub-Zero Residential Limited Warranty or the Wolf Appliance Residential Limited Warranty provided at no charge with Your Covered Product.

3. WHAT IS COVERED:

Full Parts and Labor. We will repair or replace Your Covered Product in the event it fails under normal residential use due to a defect in materials or workmanship. Coverage begins upon the expiration of the Full Parts and Labor coverage of Your Limited Warranty or the Coverage Effective Date, whichever is later, and continues for the Term of this Plan. Both Coverage Effective Date and Term are shown in this Plan.

This Plan also provides the following additional benefits:

- a) **Surge Protection.** Mechanical or electrical failure caused by a direct result of a power surge is covered. Coverage for this benefit begins on the start of the Full Parts and Labor coverage of Your Limited Warranty or the Coverage Effective Date, whichever is later, and continues until the expiration of the Full Parts and Labor coverage under this Plan.
- b) **Food/Wine Spoilage.** We will reimburse You for food and wine losses resulting from the covered failure of the Covered Product up to \$500.00 per incident. Coverage for this benefit begins upon expiration of the Full Parts and Labor coverage of Your Limited Warranty or the Coverage Effective Date, whichever is later, and continues for the Term of this Plan. Documented proof of loss will be required for all claims under this benefit.

If the Limited Warranty provides coverage for these additional benefits, the benefit coverage under this Plan will not start until the expiration of the coverage on the Limited Warranty.

If the Coverage Effective Date of your Plan is after the expiration of the Full Parts and Labor coverage of Your Limited Warranty, any claim reported to Us within thirty (30) days of Your purchase of the Plan is considered a pre-existing condition and not covered by this Plan.

4. IF YOUR COVERED PRODUCT NEEDS REPAIR

You must obtain prior authorization in order to receive coverage for repairs or replacements under this Plan. If Your Covered Product experiences a covered failure, You must contact SZGW at **800-222-7820** to process Your claim. We will accept calls Monday through Friday, 8:00 AM to 5:00 PM CST. Outside these hours, please leave a message with Our live answering service and You will be contacted the next business day. In the event We determine, at Our sole discretion, that there is an emergency situation, we will make reasonable efforts to contact You as soon as possible to arrange for expedited service. SZGW will send a servicer to Your home to repair the Covered Product during normal business hours. All service under this Plan must be performed by Sub-Zero factory certified service, unless otherwise specified by SZGW, and no refurbished parts will be used in repairing Your Covered Product, We reserve the right, at our sole discretion, to replace the Covered Product with a product of equal or similar features and functionality. There is no deductible that applies to any claim under this Plan.

5. LIMIT OF LIABILITY

The limit of liability for a single Food/Wine Spoilage benefit claim is \$500. For all other claims, the limit of liability for a single claim is the lesser of the cost of (1) authorized repairs, (2) replacement with a new product with similar features

or (3) reimbursement of authorized repairs or replacement. The total liability for all claims under this Plan is the price You paid for the Covered Product, less taxes. In the event that the total of all authorized repairs, including Food/Wine Spoilage claims, exceeds the purchase price of the Covered Product or We replace the Covered Product, We shall have satisfied all obligations under this Plan and the Plan shall terminate and not extend to any replacement product.

In the event We replace Your Covered Product, technological advances may result in a replacement product with a lower selling price than the original Covered Product. No refunds will be made based on the replacement product cost difference.

Should repair parts become unavailable because a manufacturer has gone out of business and all parts sources have been exhausted during the coverage period of this Plan, We shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan less claims paid, if any.

6. YOUR RESPONSIBILITIES

You must follow the instructions for use of the Covered Product and maintain it in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to do so may result in denial of coverage under this Plan. You may be required to provide proof of purchase as a condition for receiving service under the Plan. You may be also required to provide proof of the date of installation in order to determine the start of Our coverage under this Plan. You must make the Covered Product reasonably accessible for service.

7. WHAT IS NOT COVERED

THIS PLAN DOES NOT PROVIDE COVERAGE FOR ANY THE FOLLOWING:

- a) COVERED PRODUCTS INSTALLED OUTSIDE OF THE FIFTY STATES OF THE UNITED STATES, THE DISTRICT OF COLUMBIA OR CANADA.**
- b) DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL RESIDENTIAL USE AND OPERATION OF THE COVERED PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO ACTS OF GOD, LOSS OR THEFT, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, CIVIL COMMOTION, WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, LOSS OR IMPROPER ELECTRICAL/POWER SUPPLY, ACCIDENTAL DAMAGE, TRANSPORTATION OR INADEQUATE PACKAGING.**
- c) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE COVERED PRODUCT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, INCLUDING THOSE RELATED TO INSTALLATION, STORAGE, MOVEMENT, AND VENTILATION; UNAUTHORIZED REPAIRS; IMPROPER INSTALLATION, INCLUDING INSTALLATION OF COMPONENTS.**
- d) COSMETIC DAMAGES, INCLUDING THOSE TO STAINLESS STEEL (COVERED PRODUCT DOORS, PANELS, HANDLES, PRODUCT FRAMES AND INTERIOR SURFACES), CASE OR CABINETS OR OTHER NON-OPERATING PARTS OR COMPONENTS.**
- e) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN OR THE START OF ANY OF ITS COVERAGES.**
- f) CONSUMABLES SUCH AS KNOBS, BULBS, AND WATER AND AIR FILTERS.**
- g) COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS OR WITH SAFETY FEATURES REMOVED, BYPASSED, DISABLED OR ALTERED.**
- h) DAMAGE OR COVERED PRODUCT FAILURE WHICH IS COVERED OR SHOULD BE COVERED BY MANUFACTURER'S WARRANTY, STORE WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER OR STORE IS DOING BUSINESS AS AN ONGOING ENTERPRISE); ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; DAMAGE COVERED OR SHOULD BE COVERED BY ANY WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT.**

- i) **DAMAGE NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN.**
- j) **CLEANING, PREVENTIVE MAINTENANCE, ADJUSTMENT OR CUSTOMER EDUCATION.**
- k) **INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, OR DELAY IN RENDERING SERVICE UNDER THIS PLAN; LIABILITY OR DAMAGE TO PROPERTY, INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PROPERTY.**
- l) **CUSTOM INSTALLATIONS: COVERED PRODUCTS INSTALLED IN CABINETRY AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE COVERED PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLING FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED COVERED PRODUCT INTO A CUSTOM INSTALLATION.**
- m) **REPAIRS OR CHARGES RELATED TO “NO PROBLEM FOUND” DIAGNOSIS; NON FAILURE PROBLEMS, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO ITEMS NOT COVERED, NOISES, SQUEAKS, AND INTERMITTENT ISSUES.**
- n) **NON-RESIDENTIAL OR COMMERCIAL USE, INCLUDING BED AND BREAKFASTS, FIRE STATIONS, PRIVATE CLUBS, CHURCHES, RENTAL USE, AND COMMUNAL USE IN MULTI-FAMILY HOUSING.**
- o) **NORMAL WEAR AND TEAR, UNLESS IT RESULTS IN A COVERED FAILURE.**

8. RENEWAL

This Plan may at Our discretion be renewed at the expiration of its term. When We offer to renew the Plan, the renewal price quoted will reflect the age of the Covered Product and the prevailing service cost at the time of the renewal.

9. TRANSFERABILITY

If You transfer ownership of the Covered Product, this Plan may be transferred by sending to SZGW the name, address, and phone number of the new owner within thirty (30) days of the transfer. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner.

10. CANCELLATION

You may cancel this Plan at any time. To arrange for cancellation of this Plan, call SZGW toll-free at **800-222-7820**. If You cancel within the first thirty (30) days after purchasing this Plan, You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or pending.

We will add a ten (10) percent penalty per month to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan.

We may only cancel this Plan for the following reasons: nonpayment of the Plan contract price, fraud, or material misrepresentation. If We cancel this Plan, SZGW will provide You with written notice of cancellation listing the reason for such cancellation no later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

If You financed the purchase of this Plan, at our discretion any refund due as a result of the cancellation of the Plan will be paid directly to the lender of record.

11. ARBITRATION

If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and not to participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Plan. **YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.** The arbitration shall take place before a panel of three arbitrators which shall be selected in accordance with American Arbitration

Association Rule R-13. Each of the arbitrators must have at least ten years of full-time work experience or equivalent part-time experience in the commercial insurance industry in a corporate risk management department, with a commercial liability insurer, with a commercial insurance broker, as a lawyer representing insurers or insureds with respect to commercial insurance matters or as a state or federal court judge who has handled multiple cases involving commercial insurance disputes. Any award made may be enforced in any court having jurisdiction. All arbitration shall take place in Chicago, Illinois unless otherwise agreed upon.

12. INSURED AGREEMENT

This is not an insurance policy. This Plan is secured by contractual liability policy provided by Continental Casualty Company in all states except Washington. Continental Casualty Company can be contacted at 151 N Franklin St, Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, We have not paid a covered claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company.

We may be contacted at 151 N Franklin St, Chicago, IL 60606, 1-866-298-3372

You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

STATE SPECIFIC REQUIREMENTS:

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

Alabama Residents: You may cancel this Plan within thirty (30) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after thirty (30) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

All arbitration under the ARBITRATION section of the Plan will take place in Alabama in the county in which you reside.

Arizona Residents: If Your written notice of cancellation is received prior to the Plan expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan, less an administrative fee of 10% of the gross amount paid for the Plan or \$25, whichever is less. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the service contract on Our behalf. The Plan may not be canceled or voided by Us due to Our acts or omissions or those of Our assignees or subcontractors for Our or their failure to provide correct information or to perform the services or repairs provided in a timely, competent and workmanlike manner. We may also not cancel the Plan due to preexisting conditions that were known or that reasonably should have been known by Us or the person selling the service contract on Our behalf, prior use or unlawful acts relating to the product, or misrepresentation by either Us or the person selling the service contract on Our behalf.

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The ARBITRATION section of the Plan 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 N. 15th Ave., Suite 102, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 800- 325-2548.

California Residents: For all Covered Items, the CANCELLATION section of the Plan is modified as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no claim has been paid or service has been performed,; or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any claims paid or service received. A ten (10) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Plan.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the Covered Item is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of

Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Item, the cost of repair of the Covered Item, and a copy of the Plan.

The Obligor of the Plan is CNA Warranty Services, Inc. You may contact the Obligor at 151 N Franklin St, Chicago, IL 60606, 1-866-298-3372.

You have the right to cancel the Plan if you return the Covered Item or the Covered Item is sold, lost, stolen or destroyed.

If within sixty (60) days We fail to perform according to the terms of this Plan or You are otherwise dissatisfied, You may make a claim directly to the insurance company, Continental Casualty Company, in writing at 151 N Franklin St, Chicago, IL 60606. Please include a copy of Your Plan when sending correspondence to the insurance company. The written complaint must contain a description of the dispute, the purchase price of the Covered Item, the cost of repair of the Covered Item, and a copy of the Plan.

Florida Residents: In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed or claim has been paid, or (b) after thirty (30) days, You will receive a refund based on 100% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return purchase price is based upon 100% of the unearned pro rata purchase price. If We determine in Our sole discretion that Your Covered Item cannot be repaired or Your Covered Item requires replacement instead of repair, We will replace Your Covered Item with an item of like kind and quality that is of comparable performance, or, reimburse You for replacement of the Covered Item with a check, at Our discretion, equal to the original purchase price of the Covered Item, as determined by Us, not to exceed the original purchase price of the Covered Item, including all applicable taxes. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

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

As stated in the ARBITRATION section of this Plan, either party may bring an individual action in small claims court. The Arbitration section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration section shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

Any refund of Your payment by Us will not be reduced by claims paid or pending.

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

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. If You cancel this Plan after twenty (20) days of receipt of this Plan if sent

by mail or after ten (10) days if delivered at the point of sale, We shall refund to You the unearned pro rata purchase price, less any claims paid. An administrative fee not to exceed ten (10) percent of the purchase price paid by You may be charged by Us. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by Us, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us. You are not required to purchase this Plan as a condition of a loan or a condition for the sale of any property.

Maryland Residents: The expiration date of the Plan is automatically extended until We have performed services under the Plan. We shall provide service under the Plan within a reasonable period of time and We will provide on Your request a brief written explanation of the reasons for any delay.

Michigan Residents: If the performance for this Plan is interrupted because of a strike or work stoppage at Our place of business, the expiration period of the Plan shall be extended for the period of the strike or work stoppage.

Minnesota Residents: If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before cancellation by Us. Five days' notice is required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Item or its use. The notice must state the effective date of the cancellation and the reason for the cancellation. A person, such as a bank, savings association, lending institution, manufacturer, or seller of any product shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property. Insurers issuing reimbursement insurance to providers are deemed to have received the premiums for the insurance upon the payment of provider fees by consumers for service contracts issued by the insured providers.

Nevada Residents: If the contract is canceled, no claims paid will be deducted from the refund to You. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If We cancel this Plan, no cancellation fee will be imposed. A Plan that has been in effect for at least seventy (70) days may not be cancelled by Us before the expiration of the agreed term or 1 year after the effective date of the service contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold. No cancellation of a service contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. Arbitration doesn't apply to Nevada Residents. Any exclusion for damages covered by insurance or another service contract in this contract is deleted. Coverage under this Plan is excess over coverage from any insurance or service contract available to You.

If You are not satisfied with the manner in which We are handling Your claim on the Plan, You may contact the Commissioner at 1-888-872-3234.

New Hampshire Residents: Contact Us at 1-866-298-3372 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in New Hampshire.

New Mexico Residents: If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period based on purchase price shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Plan. If this Plan has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engaged in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. No cancellation will be effective until at least fifteen days after notice of cancellation is mailed to You.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

This service contract is insured by Continental Casualty Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit your claim to Continental Casualty Company at 151 N Franklin St, Chicago, IL 60606, 1-800-831-4262. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York Residents: You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered at the time of the purchase or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. In the event of cancellation by Us, written notice to You will be provided at least fifteen (15) days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation, unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by You relating to the covered product or its use.

Oklahoma Residents: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event the Plan is canceled by You, We will return the portion of fees paid based upon ninety percent (90%) of the unearned pro rata fee less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata fee less the actual cost of any service provided.

While arbitration is mandatory, the outcome of any arbitration shall be nonbinding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

The Service Warranty Association license number for CWS Warranty Services, Inc.: 44201034

Oregon Residents: Any arbitration occurring under this Plan shall be voluntary, mutually agreed to, take place in Oregon, and administered in accordance with Oregon law and court rulings. Any award rendered in accordance with this Plan's

Arbitration provision shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award.

If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill Our obligations to You under this Plan; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Plan.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event We do not provide covered service within sixty (60) days of filing a claim by You, You are entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within sixty (60) days of Your claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Tennessee Residents: When there is a failure of the Covered Product under the Plan, the Plan shall be extended as follows: (1) the number of days the consumer is deprived of the use of the Covered Product by reason of the Covered Product being in repair; plus (2) two (2) additional working days.

Texas Residents: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurance company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

You may cancel the Plan at any time. If You cancel the Plan before the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the full purchase price of the Plan, decreased by the amount of any claims paid or services performed under the Plan; and (2) may not impose a cancellation fee. If You cancel the Plan on or after the 31st day after the date of purchase, We: (1) shall refund to You or credit to Your account the prorated purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the Plan; and (2) may impose a reasonable cancellation fee not to exceed \$50. The right to cancel a service contract is not transferable to a subsequent holder of the Plan.

We may cancel the Plan by mailing a written notice of cancellation to You at Your last known address according to Our records. We must mail the notice before the fifth day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. We are not required to provide prior notice of cancellation if the Plan is canceled because of: (1) nonpayment of the consideration for the Plan; (2) fraud or a material misrepresentation by You to Us or Our administrator; or (3) a substantial breach of a duty by You relating to the covered product or its use. You are entitled to a prorated refund of the purchase price of the Plan reflecting the remaining term of the Plan, based on mileage, time, or another reasonably applicable measure of the remaining term that must be disclosed in the Plan, decreased by the amount of any claims paid under the contract. We may not impose a cancellation fee.

Texas License Number of the Administrator: 274

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. The following replaces the conditions pertaining to cancellation of the Plan by Us in the CANCELLATION section: This Plan may be cancelled by Us only due to nonpayment of premium or, if the Plan has not been previously renewed or has not been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered, We may cancel the Plan due to: a) material misrepresentation; b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or c) substantial breaches of contractual duties, conditions, or warranties. If We cancel this Plan due to nonpayment, cancellation will be no sooner than ten (10) days after the delivery or first class mailing of written notice. Otherwise,

cancellation will be no sooner than thirty (30) days after the delivery or first class mailing of written notice. Cancellation notice will include the reasons for the cancellation.

The following are added to the IF YOUR COVERED PRODUCT NEEDS REPAIR section: If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Plan; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Plan. The exclusion for unauthorized repairs does not apply to emergency repairs.

The INSURED AGREEMENT section is deleted and replaced by the following: **INSURED AGREEMENT:** This is not an insurance policy. This Plan is secured by a contractual liability policy provided by Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606, 1-800-831-4262. Should We fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurance Company.

The ARBITRATION section is replaced by the following: 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 Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

All service repairs will be made using manufacturer's parts. If not reasonably available, non-manufacturer's parts will be used.

Vermont Residents: If You are the original purchaser of this Plan, You have the right to return the Plan within at least twenty (20) days of the receipt of the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Vermont.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington Residents: Our obligations under this Plan are backed by Our full faith and credit. If You are the original purchaser of the Plan, You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. If We cancel this Plan, We shall mail a written notice to You at Your last known address contained in Our records at least twenty-one days prior to cancellation Us. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Washington at a location in closest proximity to Your permanent residence. A person, such as a bank, savings and loan association, lending institution, manufacturer, or seller shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled due to unauthorized repair of the Covered Item, unless We are prejudiced by Your failure to obtain such authorization. We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

In the event of a total loss of the Covered Item covered by this Plan that is not covered by a replacement of the Covered Item pursuant to the terms of this Plan, You shall be entitled to cancel the Plan and receive a pro rata refund of any unearned provider fee, less any claims paid.

For any reason other than the above, You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation. Subsequent to the period specified above or if a claim has been made under the Plan, You have the right to cancel the Plan and receive a 100% refund of the unearned Plan purchase price, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed 10% of the Plan purchase price.

This service contract may be cancelled by Us only for nonpayment of our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Covered Item or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You 100% of the unearned Plan purchase price, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the Plan purchase price.

Obligations of the Obligor under this Plan are insured under a service contract reimbursement insurance policy. If We do not provide, or reimburse or pay for, a service that is covered under this Plan within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the service contract reimbursement insurer, Continental Casualty Company, for reimbursement, payment, or provision of service. You can do this by phoning or mailing Continental Casualty Company at 151 N Franklin St, Chicago, IL 60606, 1-800-831-4262.

The sentence "This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder" in the Arbitration paragraph of this Plan is deleted in its entirety.

Accidental Damage from Handling covers breakdowns such as: drops, liquid spills and cracked screens. There is no deductible that You are required to pay under this Plan.

Wyoming Residents: This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us a) within 20 days after the date We have mailed the Plan to You, b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. This right to void the Plan applies only to the original Plan purchaser and is not transferable. The Arbitration provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, references to "We" and "Us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and SZGW. A person, such as a bank, savings and loan association, lending institution, manufacturer or seller of any product, shall not require the purchase of a service contract as a condition of a loan or a condition for the sale of any property.