

**TERMS AND CONDITIONS**  
**LAUNCH Boat Protection**

**Plan Administrator:**  
**SAFEWARE**  
**5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(866) 530-0632**  
**www.launchprotection.com**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a service contract. By purchasing it, You acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. **You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty.** Refer to the POP to determine the term of this Plan.

**NOTICE:** (1) THE RESELLER MAY BE RETAINING A PORTION OF THIS PLAN'S PURCHASE PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**DEFINITIONS:**

- (1) "Provider", "Obligor", "We", "Us" and "Our" mean Safeware, The Insurance Agency Inc. (Texas license number 605), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (866) 530-0632.; This Plan is not eligible in California, Florida, or Massachusetts.
- (2) "Administrator" and "SAFEWARE", mean Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (866) 530-0632.; This Plan is not eligible in California, Florida, or Massachusetts.
- (3) "Benefit" means the amount you will be reimbursed for a covered Failure, the maximum Benefit is stated in the What Is Covered section of the Plan, subject to the restriction under "What Is Not Covered" section of the Plan.
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown during normal usage of Your Product;
- (5) "Plan" & LAUNCH Boat Protection means the terms, conditions, limitations, exceptions and exclusions, including Your Product Proof of Purchase;
- (6) "Product" means the item(s) shown on the POP, which You purchased or an existing product which you are registering for coverage and which is covered by this Plan;
- (7) "Proof of Purchase" and "POP" mean the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
- (8) "Purchase Date" means the date you purchased this Plan as stated in the Proof of Purchase.
- (9) "Purchase Price" means the purchase price for this Plan as stated in the Proof of Purchase.
- (10) "Purchase Price Payment Mode" means the Purchase Price payment frequency, which may be (i) a lump sum payment of the total Purchase Price when you purchased this Plan ("Lump Sum Purchase Payment"), (ii) two (2) biannual payments ("Biannual Payments"), (iii) four (4) quarterly payments ("Quarterly Payments") or (iv) twelve (12) monthly payments ("Monthly Payments"), as stated in the Proof of Purchase.
- (11) "Seller" means the entity selling this Plan (if applicable);
- (12) "Dealer" means the entity that sold the Product (if applicable);
- (13) "You" and "Your" refer to the purchaser or owner of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred.

**PRODUCT ELIGIBILITY:** Product must be in working order at the time of Plan purchase. A 45 day No Claim period will be enforced on all coverages unless otherwise stated in the "What Is Covered" section of this Plan. Any Repairs to the Product that are covered under the Manufacturer's Warranty are not eligible for reimbursement "Benefit".

**WHAT IS COVERED:** We agree to reimburse You up to the maximum “Benefit” amount for the losses incurred during the repair of Your Product in the event Your Product experiences a mechanical or electrical Failure during the term of this Plan, if the Failure is not covered under any insurance, warranty, guarantee and/or agreement. This Plan does not cover reimbursements for repairs of the Product for any of the causes, or provide coverage for any losses, set forth in the section entitled “**WHAT IS NOT COVERED**” below.

Description of Breakdown	Max Benefit	Description of Breakdown	Max Benefit
<b>Engine Components</b>	<b>\$2,500</b>	<b>Engine Cooling</b>	<b>\$1,000</b>
Cylinder Heads	\$1,800	Impellers	\$600
Engine Block	\$2,500	Engine water pumps	\$600
Intake Manifold	\$1,800	Heat exchangers	\$1,000
Oil Pan	\$1,800	<b>Oil Systems</b>	<b>\$700</b>
Timing Cover	\$1,800	Valves	\$700
<b>Transmission</b>	<b>\$1,800</b>	Pumps	\$700
Transmission components	1800	Lines/Cables	\$700
Tubing & lines (oil)	1200	<b>Power Steering</b>	<b>\$700</b>
<b>Lower Unit/V Drive/Stern Drive</b>	<b>\$2,000</b>	Cylinders	\$700
<b>Jet Drive Components</b>	<b>\$1,200</b>	Hoses/Cables/Lines	\$700
<b>Housing Components</b>	<b>\$800</b>	Actuator Assembly	\$700
Bearings	\$800	Helm Assembly	\$700
Center Yoke	\$600	Pumps	\$700
Drive Yoke	\$600	Valves	\$700
Universal Joint	\$600	Steering Wheel/Column/Head	\$700
<b>Shift &amp; Throttle Components</b>	<b>\$1,000</b>	<b>Power Trim</b>	<b>\$600</b>
<b>Fuel System</b>	<b>\$800</b>	Electric Motors	\$600
Injectors	\$600	Rams	\$600
Regulators	\$600	Mounts	\$600
Pumps/Cool Fuel Assembly	\$800	Pivots	\$600
Lines/Cables	\$600	Pumps	\$600
<b>Electrical/Electronics</b>	<b>\$600</b>	<b>Wake/Ballast Systems</b>	<b>\$300</b>
Sensors	\$600	Pumps	\$300
Alternator	\$600	Tanks	\$300
Rotor/Cap	\$600	Electronic	\$300
Starters	\$600	<b>Other Systems</b>	<b>\$300</b>
Bilge Pumps/Blowers	\$600	Live Well	\$300
Gauges	\$600	Anchor	\$300
Displays	\$600	Fish Finder/Nav	\$300
<b>Day 1 Coverage</b>	<b>\$150</b>	Power Poles	\$300
Marine Battery Replacement	\$150	Heaters/Seat Heaters	\$300

**PLACE OF SERVICE:** You will be eligible for Benefit reimbursement after You complete repair or service of a covered Failure at a marine service repair facility of your choice. Conditions to submitting a proper invoice for “Benefit” reimbursement must be met prior to claim approval.

**IF YOUR PRODUCT NEEDS REPAIR:** If You need to file a claim under this Plan, You must first complete repair or service of a covered breakdown at a marine service repair facility of your choice. Once repair is complete, You may submit a claim online at [www.launchprotection.com](http://www.launchprotection.com) or contact the Administrator by calling the toll-free number at 866-530-0632 between the hours of 8:00 AM and 6:00 PM eastern time. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED DO-IT-YOURSELF REPAIRS. YOU MUST**

SUBMIT A VALID INVOICE FROM THE MARINE SERVICE REPAIR FACILITY THAT HAS THE REPAIR FACILITY LOGO ALONG WITH THE ITEMIZED REPAIR COSTS. FAILURE TO PROVIDE THE DETAILED INVOICE WILL RESULT IN A DENIAL OF CLAIM.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:

- (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED PRODUCT PRIOR TO CONTRACT ISSUANCE);
- (B) ACCIDENTAL OR COSMETIC DAMAGE TO THE PRODUCT OR ITS MECHANICAL OR ELECTRICAL COMPONENTS CAUSED BY COLLISION, ABUSE, OR MISUSE
- (C) REPAIRS MADE BY ANY INDIVIDUAL WHO IS NOT EMPLOYED OR ASSOCIATED WITH A MARINE REPAIR FACILITY INCLUDING DO-IT-YOURSELF (DIY) REPAIRS
- (D) ANY CLAIM SUBMITTED WITH AN INVOICE THAT DOES NOT MEET THE INVOICE INFORMATION REQUIREMENTS SET FORTH IN THE IF YOUR PRODUCT NEEDS REPAIR SECTION
- (E) ANY PRODUCT THAT DOES NOT OR NO LONGER MEETS ELIGIBILITY REQUIREMENTS FOR COVERAGE
- (F) ANY FAILURE THAT OCCURS WITHIN THE FIRST 45 DAYS NO CLAIM PERIOD UPON CONTRACT ACTIVATION UNLESS OTHERWISE STATED IN THE LIST OF COVERED "BENEFITS"
- (G) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT;
- (H) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS;
- (I) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS;
- (J) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;
- (K) DAMAGE FROM FREEZING OR IMPROPER WINTERIZATION;
- (L) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT;
- (M) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, MOISTURE, WATER DAMAGE OF ANY KIND (UNLESS YOUR PRODUCT WAS PROTECTED AND WATER DAMAGE IS FROM UNINTENTIONAL EXPOSURE), WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.;
- (N) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;
- (O) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, UNLESS COVERED UNDER A PLAN WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES;
- (P) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT;
- (Q) IMPROPER OR INADEQUATE STORAGE;
- (R) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART;
- (S) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;
- (T) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;
- (U) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER;
- (V) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIR, UNAUTHORIZED MODIFICATION OR ADJUSTMENT, ALTERATION OR MANIPULATION, OF ANY INTERNAL COMPONENT OR COVERED PRODUCT MADE BY ANYONE OTHER THAN AN EMPLOYEE OF A MARINE SERVICE CENTER
- (W) DAMAGE RESULTING FROM COMPUTER VIRUSES;
- (X) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- (Y) ANY SUBSEQUENT EXPENSE OCCURRED DURING A COVERED BREAKDOWN SUCH AS TOWING OR TRAILERING FEES;
- (Z) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS;

- (AA) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS;
- (AB) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.;
- (AC) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE SUCH AS OIL CHANGES, GEAR BOX CLEANINGS, SPARK PLUG REPLACEMENT, FILTER CHANGES, USER EDUCATION, SET UP ADJUSTMENTS ETC.;
- (AD) CLEANINGS OR ANY REPAIR COVERED OR SHOULD BE COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE;
- (AE) SOFTWARE AND SOFTWARE RELATED PROBLEMS;
- (AF) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS TO STRUCTURAL ITEMS;
- (AG) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART;
- (AH) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS;
- (AI) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;
- (AJ) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA;
- (AK) SERVICE EVENTS OCCURRING BEFORE OR AFTER THE COVERAGE PERIOD OF THE PLAN OR NOT REPORTED DURING THE TERM OF THIS PLAN OR OCCURRING DURING THE FIRST 45 DAYS OF THE PLAN TERM
- (AL) EXCLUSIONS SPECIFIC TO CERTAIN PRODUCTS:

In addition to any applicable exclusions listed above, We do not cover damage caused by or due to

- (b) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation;
- (c) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Plan.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

#### CONDITIONS:

##### 1. PLAN TERMS & RENEWAL:

- a. If you elected Annual Payments, your first payment is due on the Purchase Date, and each subsequent Annual Renewal Payment is due on the same day of each calendar year following the end of the year in which the Purchase Date falls; or
- b. If you elected Quarterly Payments, your first payment is due on the Purchase Date, and your second (2<sup>nd</sup>) quarterly payment is due the date three (3) months after the Purchase Date, your third (3<sup>rd</sup>) quarterly payment is due the date six (6) months after the Purchase Date and your fourth (4<sup>th</sup>) quarterly payment is due the date nine (9) months after the Purchase Date; or
- c. If you elected Monthly Payments, your first payment is due on the Purchase Date, and each subsequent Monthly Renewal Payment is due on the same day of each calendar month following the end of the month in which the Purchase Date falls.

- d. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor, service or shipping costs covered by the manufacturer's warranty are the sole responsibility of the manufacturer.
2. **LIMIT OF LIABILITY:** The total amount that We will reimburse for repairs made in connection with all claims that You make pursuant to this Plan shall not exceed \$6000.00 in aggregate. We will not pay reimbursements for more than three (3) claims submitted during any 12 month period.
  3. **TRANSFERABILITY:** This Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by logging into Your account at [www.launchprotection.com](http://www.launchprotection.com). The manufacturer's warranty may not be transferrable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
  4. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia. It does not include Canada or U.S. territories including Guam, Puerto Rico, or U.S. Virgin Islands. This Plan is currently not available in Florida, California, or Massachusetts.
  5. **SUBROGATION:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
  6. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan.

7. **CANCELLATION:** You may cancel this Plan by submitting a cancellation request via the LAUNCH Boat Protection website. If Your request for cancellation of the Plan is within 30 days after the Purchase Date, no claim has been filed, and You are the original purchaser of this Plan, You will receive a 100% refund of the Purchase Price You paid to Us. If Your request for cancellation of the Plan is made more than 30 days after the Purchase Date, a claim has been filed, or You are not the original purchaser of this Plan, You will receive a pro-rata refund of the unearned portion of the Plan's Purchase Price You paid to Us minus the cost of repairs made (if any), and minus an administrative fee of \$25 unless otherwise provided by state law.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan's Purchase Price by You or the plan satisfies the stated Limit of Liability. If We cancel this Plan, We must provide You with a written notice of cancellation at least 15 days prior to the effective date of cancellation of this Plan at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a pro-rata refund of the unearned portion of the Plan's Purchase Price You paid to Us.

8. **INSURANCE:** This is not an insurance policy; this is a service contract. This Contract is secured by a contractual liability policy provided to Us by Continental Casualty Company, 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.
9. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## STATE DISCLOSURES:

The Plan is amended, and the language below governs if You purchased this Plan in a state listed below.

### Alabama

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows:

All references to the state of “Illinois” are replaced with “Alabama”.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### Arizona

**WHAT IS NOT COVERED**, (A) is amended as follows: THIS PLAN WILL NOT EXCLUDE PRE-EXISTING CONDITIONS IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE PERSON SELLING THIS PLAN ON OUR BEHALF.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-2499 or difi.az.gov.

**CONDITIONS – Section 7 Cancellation** is amended as follows: If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata Plan purchase price, regardless of prior services rendered under the Plan. We will not cancel or void this Plan due to acts or omissions by Us or Our subcontractors for failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Plan due to misrepresentation either by Us or any person selling the Plan on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include Your fraudulent or unlawful acts arising out of or relating to this Plan or Your use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs.

### Arkansas

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be applied to refunds not paid or credited within 45 days of receipt of the returned Plan.

**CONDITIONS – Section 8 Insurance** is amended as follows: A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.

### California

**CONDITIONS – Section 1 Plan Terms and Renewal** is amended as follows: [\*\*\*\*\*Only needed if monthly\*\*\*\*\*]

Your Plan will automatically renew at the end of the initial term and at the end of each subsequent term until You notify the Administrator that You elect to cancel, until You do not pay for the renewal, or until the Administrator elects to not renew Your Plan. The affirmative consent to this provision is obtained from the buyer at the time of purchase. You may cancel at any time, for any reason by emailing [support@zagg.com], or by calling [(800) 700-9244], or by visiting [http://www.zagg.com/support], or by mailing your request to the Administrator.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended to include the following: 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, Consumer Information Division, 4244 S. Market Court, Suite D Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov].

**CONDITIONS – Section 7 Cancellation** is amended as follows: You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. The phrase “purchase or renewal” is replaced by “receipt of the contract”. You may also cancel by emailing [support@zagg.com], or by calling [(800) 700-9244], or by visiting [http://www.zagg.com/support], or by mailing your request to the Administrator.

### Colorado

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

### Connecticut

**CONDITIONS – Section 1 Plan Terms and Renewal** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in CGS 42-260 et. al. If You purchase this Plan in Connecticut, a written complaint may be mailed to: State of Connecticut, [Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs]. The written complaint must contain a description of the dispute, the Plan price, the cost of repair of the Product and a copy of this Plan.

**CONDITIONS – Section 7 Cancellation** is amended as follows: You may cancel this Plan if You return the Product or the Product is sold, lost, stolen, or destroyed. If We cancel this Plan for non-payment, We must provide You with a written notice at least 10 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 Plan for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

#### **District of Columbia**

**CONDITIONS – Section 7 Cancellation** is deleted in its entirety and replaced with the following: You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan if no claim has been made. If You do not receive the refund within 45 days, a 10% penalty per month shall be added to the refund. If Your cancellation request is made more than 30 days from the date of purchase or a claim has been made, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this 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 may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 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 Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

#### **Georgia**

**IF YOUR PRODUCT NEEDS REPAIR** is amended as follows: The bolded sentence is revised to read “**COVERAGE UNDER THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.**”

**WHAT IS NOT COVERED** is amended as follows: 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.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is deleted in its entirety.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. If We cancel this Plan, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If Your cancellation request is made more than 30 days from the date of purchase or renewal, You will receive a pro-rata refund of the Plan purchase price or renewal, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the pro-rata refund amount, whichever is less.

#### **Hawaii**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **Illinois**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative after the effective date of this Plan.

#### **Indiana**

Proof of payment to the Selling Retailer shall be considered proof of payment to the insurance company which guarantees Our obligations of You.

#### **Maine**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.



## **Massachusetts**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

## **Maryland**

**CONDITIONS – Section 1 Plan Terms and Renewal** is amended as follows: The expiration date of this Plan shall automatically be extended by the duration that the product is in Our custody while being repaired.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

## **Michigan**

**CONDITIONS – Section 1 Plan Terms and Renewal** is amended as follows: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

## **Minnesota**

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended to include the following: Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Us.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

## **Missouri**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. No claims incurred or paid will be deducted from any refund regardless of who initiates the cancellation.

**CONDITIONS – Section 8 Insurance** is amended as follows: A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.

## **Montana**

Conformity with Montana statutes. The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

## **Nebraska**

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is deleted in its entirety and replaced with the following: Notwithstanding anything in this Plan to the contrary, if You and We mutually agree at the time of loss, this Plan provides for arbitration if there is an unresolved dispute between You and Us concerning this Plan. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within 1 year of the earlier of the date the loss occurred, or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan.

## **Nevada**

If You are not satisfied with manner in which We are handling the claim on your service plan, you may contact the Commissioner by calling the toll-free number, [(888) 872- 3234]. IF YOUR PRODUCT NEEDS REPAIR is amended as follows: The bolded sentence is deleted.

**WHAT IS NOT COVERED, (A)** is amended as follows: **THIS PLAN EXCLUDES PRE-EXISTING CONDITIONS ONLY TO THE EXTENT SUCH DAMAGES OR CONDITIONS ARE KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU.**

**WHAT IS NOT COVERED**, (V) is amended as follows: **THIS PLAN WILL NOT COVER ANY UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS TO THE COVERED PRODUCT, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS. HOWEVER, IF THE COVERED PRODUCT IS MODIFIED OR REPAIRED IN AN UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MANNER. WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. RATHER, THIS PLAN WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS PLAN.**

**CONDITIONS – Section 1 Plan Terms and Renewal** is amended as follows: COVERAGE UNDER THIS PLAN BEGINS THIRTY DAYS (30) AFTER THE DATE YOU PURCHASED THE PLAN AND IS BASED UPON THE TERM OF COVERAGE, PRODUCT DESCRIPTION AND RETAIL PRICE LIMITATIONS SHOWN ON YOUR POP AND CONTINUES FOR THE PERIOD OF TIME DEFINED ON YOUR POP.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: All references to the state of “Illinois” are replaced with “Nevada”.

**CONDITIONS – Section 7 Cancellation** is deleted in its entirety and replaced with the following: If You decide to cancel this Plan within 30 days of purchase, You are entitled to a 100% refund of the Plan purchase price. If You cancel this Plan after 30 days from purchase, You will receive a pro-rata refund based on the days remaining. If We fail to pay the cancellation refund within 45 days of Your written request, We will pay You a penalty of 10% of the Plan purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. If We cancel this Plan, You will receive a refund for any unearned pro-rata Plan purchase price. We may deduct any outstanding balance on the account of the holder from the amount of the purchase price that is unearned by Us when calculating the amount of the refund. Regardless of who cancels the Plan, the cost of claims paid, or services provided will not be deducted from any refund issued.

#### **New Hampshire**

In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire [Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261].

**WHAT IS NOT COVERED** is amended as follows:

The phrase “**LESS CLAIMS PAID**” is deleted from the paragraph that begins with “**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT...**”

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: The following language is added: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542. All references to the state of “Illinois” are replaced with “New Hampshire”.

**CONDITIONS – Section 7 Cancellation** is amended as follows:

Regardless of who cancels the Plan, the cost of claims paid or services provided will not be deducted from any refund issued.

#### **New Jersey**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

#### **New Mexico**

**CONDITIONS – Section 7 Cancellation** is deleted and replaced with the following: You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the selling dealer/retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of the Plan. If You cancel after 30 days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within 30 business days from the cancellation request. If You do not receive a full refund or credit within 60 days, a 10% penalty for each 30-day period or portion thereof shall be applied to a refund. If this Plan has been in force for a period of 70 days, We may not cancel before the expiration of the Plan term or 1 year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 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.

**CONDITIONS – Section 8 Insurance** is deleted and replaced with the following: This plan is not an insurance contract. Our obligations under this Plan are secured by a bond. 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**

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after You cancel the Plan.

#### **North Carolina**

**CONDITIONS – Section 7 Cancellation** is amended as follows: We may not cancel this Plan except for non-payment by You or for a direct violation of any of the terms and conditions of the Plan.

#### **Ohio**

**CONDITIONS – Section 8 Insurance** is amended as follows: A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation.

#### **Oklahoma**

Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration, all references to the state of Illinois are replaced with “Oklahoma”. The following is added: 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 district court.

**CONDITIONS – Section 7 Cancellation** is deleted in its entirety and replaced with the following: You may cancel this Plan at any time by surrendering it or providing written notice to the Selling Retailer at the address where You purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to the Administrator at the address listed above. You may cancel this Plan for any reason. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt of the Plan, You shall receive a refund based upon 100% of the unearned pro-rata Plan purchase price less an administrative fee not to exceed 10% of the unearned pro-rata Plan purchase price or \$25, whichever is less, and less the cost of claims paid. We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If We cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata Plan purchase price. We may not cancel this Plan without providing You with written notice at least 30 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

#### **Oregon**

**NOTICE** – Sentence (2) is deleted.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is deleted in its entirety.

#### **South Carolina**

If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the South Carolina [Department of Insurance] at [1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160].

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

#### **Texas**

Unresolved complaints concerning a Provider or questions concerning the registration of a Plan Provider may be addressed to the Texas [Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599] or [(800) 803-9202] (within TX only).

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Plan to Us.

**CONDITIONS – Section 8 Insurance** is amended as follows: You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is returned to the Provider.

#### **Utah**

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 Guaranty Association.

**WHAT IS NOT COVERED**, (A) is amended as follows: **THIS PLAN EXCLUDES PRE-EXISTING CONDITIONS ONLY TO THE EXTENT SUCH DAMAGES OR CONDITIONS ARE KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU.**

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is deleted in its entirety and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule 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.

**CONDITIONS – Section 7 Cancellation** is amended as follows: We may cancel this Plan due to the following reasons:

- Non-payment of the Plan purchase price;
- Material misrepresentation;
- Substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk at Plan inception; and/or
- Substantial breaches of contractual duties, conditions, or warranties.

If We cancel this Plan due to material misrepresentation, substantial change in risk or substantial breach of contractual duties, You will be notified 30 days prior to cancellation. If We cancel this Plan due to nonpayment, You will be notified 10 days prior to Plan cancellation. Any cancellation notice must state the effective date and reason for the cancellation.

#### **Vermont**

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: All references to the state of “Illinois” are replaced with “Vermont”.

#### **Virginia**

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

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: All references to the state of “Illinois” are replaced with “Virginia”.

**CONDITIONS – Section 7 Cancellation** is amended as follows: We must provide You with a written notice at least 21 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

#### **Washington**

Exclusions from coverage are limited to those expressly stated under the **WHAT IS NOT COVERED** section above.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: All references to the state of “Illinois” are replaced with “Washington”.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation.

**CONDITIONS – Section 9 Entire Plan** is deleted and replaced with: This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan.

#### **Wisconsin**

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WHAT IS NOT COVERED** is amended as follows: Exclusion (V) is deleted in its entirety.

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is deleted in its entirety.

**CONDITIONS – Section 7 Cancellation** is amended as follows: We may not cancel this Plan except for material misrepresentation or non-payment of the Plan purchase price by You, or substantial breach of duties by You relating to the Covered Product or its use. This Plan shall not be canceled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan. In the event Your Product is total loss, You may cancel this Plan and receive a pro-rata refund of the Plan purchase price, less any claims paid. No cancellation fee will be charged.

**CONDITIONS – Section 8 Insurance** is amended as follows: If the Provider ceases to operate, becomes insolvent or otherwise financially impaired, You may file a claim directly with the Plan reimbursement insurer for reimbursement. This is a Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

#### **Wyoming**

**CONDITIONS – Section 6 Dispute Resolution** – Arbitration is amended as follows: Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

**CONDITIONS – Section 7 Cancellation** is amended as follows: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after You cancel the Plan.

**These terms & conditions are available by calling (866)-530-0632 to have a copy mailed to You.**