

PowerGard™ Protection Plan Residential

This form describes the protection You will have in return for payment by You.

1. DEFINITIONS FOR POWERGARD™ PROTECTION PLAN RESIDENTIAL:

- A. “Obligor”, “We”, “Us” and “Our” mean the company obligated under this Agreement, **National Product Care Company**; except in Arizona, Florida and Oklahoma, where it is **Service Saver, Incorporated**, Florida license #80173, Oklahoma license #44198049; in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc.**; or in Washington, where it is **ServicePlan, Inc.**, all located at [175 W. Jackson Blvd., Chicago, IL 60604, (800) 209-6206].
- B. “You” and “Your” mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.
- C. “Servicing Dealer” means the entity selling the Covered Product or selling the PowerGard™ Protection Plan Residential or responsible for completing Your authorized repairs.
- D. “Administrator” means John Deere Agriculture and Turf Division; except in Maine and Texas, where “Administrator” means Deere & Company; location and phone number for both Administrators is [One John Deere Place, Moline, IL 61265, (800) 537-8233]. In Texas: Administrator License #200.
- E. “Covered Product” means the consumer item(s) which is (are) covered by this Agreement.
- F. “Customer Service” means the entity responsible for answering Your questions about the PowerGard™ Protection Plan Residential, John Deere Enterprise Contact Center, [6400 NW 86th Street, Johnston, IA 50131, (800) 537-8233].
- G. “Maximum Hours” means the number of hours of product usage before coverage expires that is printed on the Certification page.
- H. “Agreement” means the terms, conditions, limitations and exclusions of PowerGard™ Protection Plan Residential, including the Certification page.
- I. “Agreement Charge” means the amount You paid for this Agreement shown on the Certification page.

2. POWERGARD™ PROTECTION PLAN RESIDENTIAL:

In return for payment by You, as indicated on the Certification page of this Agreement, You have the PowerGard™ Protection Plan Residential.

(A) Term:

The term and coverage under this Agreement begin on the date of Agreement purchase. If You purchase a new PowerGard™ Protection Plan Residential, the term and coverage under this Agreement begin on the date of Agreement purchase. If You purchase a PowerGard™ Protection Plan Residential renewal plan, the term of Your Agreement, the period of liability, begins upon the expiration of Your current Agreement. The Agreement will end on the first of the following to occur: (1) the expiration date shown on the Certification page of this Agreement; (2) the Agreement cancellation date; (3) the date the Limit of Liability is reached; or (4) the Maximum Hours have been reached on the Covered Product.

In the event Your Covered Product is being serviced by the Servicing Dealer when this Agreement expires, the term of the Agreement will be extended until the covered repair has been completed.

(B) Coverage:

Through the Administrator, We will pay the cost of transportation, labor and repair or replacement parts in the event Your Covered Product fails to operate as a result of a mechanical or electrical failure caused by defects in workmanship and/or materials including failures experienced during normal wear and tear that occur during the term of this Agreement. Parts will be replaced with genuine John Deere parts and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price of the Covered Product, or if parts are not available due to the age of the Covered Product or because they have been discontinued by the manufacturer, the Covered Product will be replaced with a product with equal or similar features and functionality.

(C) Limit of Liability:

The limit of liability under this Agreement is as follows:

Per Claim Limit: Our limit of liability shall not exceed the purchase price of the Covered Product excluding tax and delivery costs.

Aggregate Limit: Our limited of liability shall not exceed the purchase price of the Covered Product excluding tax and delivery costs.

If the Covered Product cannot be repaired, or if parts are no longer available due to the age of the Covered Product or because they have been discontinued by the manufacturer, a product with equal or similar features and functionality will be provided to You. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.

(D) No Lemon Policy:

During the term of this Agreement, after three (3) covered service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth (4th) repair, as determined by Us, We will replace it with a product with equal or similar features and functionality. Upon replacement, there is no longer any obligation for the replaced product under this Agreement.

(E) What to do when Your Covered Product fails to operate:

To obtain service on the Covered Product, contact Your local Servicing Dealer or call the Administrator’s toll-free number at [(800) 537-8233], 7am-5pm CST Monday - Friday. It is Your responsibility to protect the Covered Product from further damage and follow the owner’s manual.

You must consent to all repairs made under this Agreement. You must authorize the Servicing Dealer to perform necessary diagnostic work and provide “teardown authorization” so that the Servicing Dealer can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: MECHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT.** Either You or the Servicing Dealer may be asked to provide proof of such consent at time of claim. You will be responsible for any charges related to failures not covered by this Agreement, or repair work that is unrelated to the covered failure.

PowerGard™ Protection Plan Residential

Claims must be submitted by Servicing Dealer within thirty (30) days of repair. Claims on unauthorized repairs may be denied. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on.

Service Deliverables:

There is no deductible required to obtain service for Your Covered Product. You will receive service on Your Covered Product using the same type of service deliverable provided during the manufacturer's warranty as described below:

- **At Home:** Service will be performed at Your home. The Servicing Dealer may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion. Additional time and mileage charges for at-home repairs outside of the normal service area of the Servicing Dealer are not covered by this Agreement.

(F) Changes:

The PowerGard™ Protection Plan Residential contains all your rights and responsibilities for coverage to apply. **NO JOHN DEERE DEALER OR ANY OTHER PERSON MAY AMEND OR CHANGE THE TERMS, CONDITIONS, OR LIMITATIONS OF THIS POWERGARD PROTECTION PLAN RESIDENTIAL IN ANY WAY.**

3. WHAT IS NOT COVERED:

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. ITEMS THAT ARE STILL COVERED BY MANUFACTURER'S WARRANTY, REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- D. INHERENT PRODUCT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER OR PARTS FAILURE DUE TO A MANUFACTURER'S RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT;
- F. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY THE PURCHASER DURING THE COVERED PRODUCT'S LIFE, INCLUDING BUT NOT LIMITED TO BATTERIES, BEARINGS (EXPOSED TO OUTSIDE ENVIRONMENT, NOT COVERED), IDLERS, SPINDLES, ROLLERS, LIGHT BULBS, FILTERS, FLUIDS, BLADES, BELTS, HOSES, SPARK PLUGS, SEATS, CV BOOTS, ETC.;
- G. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- H. EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, LIGHTNING, POWER SURGE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- I. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION;
- J. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT THE SERVICING DEALER FOR REPAIR SERVICE OR OTHERWISE AWAITING PARTS;
- K. ANY PRODUCT CURRENTLY OR PREVIOUSLY USED IN A COMMERCIAL SETTING OR RENTAL BASIS;
- L. FAILURES THAT OCCUR OUTSIDE OF THE FIFTY (50) STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA;
- M. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, SCRATCHES, PEELING AND DENTS;
- N. UNAUTHORIZED REPAIRS AND/OR PARTS;
- O. COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;
- P. ACCESSORIES, ATTACHMENTS (AFTERMARKET OR FACTORY INSTALLED, INCLUDING BUT NOT LIMITED TO LOADERS, BACKHOES, NON-RLE MOWER DECKS) OR IMPLEMENTS USED IN CONJUNCTION WITH A COVERED PRODUCT;
- Q. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- R. SERVICE WHERE NO PROBLEM CAN BE FOUND;
- S. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- T. BATTERY LEAKAGE;
- U. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;
- V. FEES OR CHARGES RELATED TO DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, INCLUDING BUT NOT LIMITED TO REFRIGERANT RECOVERY AND/OR REPLACEMENT, DISPOSAL OF CONTAMINATED REFRIGERANTS AND/OR OILS, AND RELATED MATERIALS AND ENVIRONMENTAL FEES;
- W. DAMAGE TO MOWING DECKS CAUSED BY SAND ABRASION OR VIBRATION RELATED TO AN UNBALANCED BLADE; AND
- X. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS.

4. CONDITIONS:

A. Renewal:

The PowerGard™ Protection Plan Residential is renewable at Our discretion. Renewal cost reflects the age of the Covered Product and service costs at time of renewal.

PowerGard™ Protection Plan Residential

B. Transferability:

This Agreement is transferable by the original purchaser to another residential-use owner for the balance of the PowerGard™ Protection Plan Residential period. The PowerGard™ Protection Plan Residential for the Covered Product may be transferred by mailing information to Customer Service, including the Agreement reference number, the date of new ownership and the new owner's name, complete address and telephone number. Coverage is effective when John Deere PowerGard™ Protection Plan Residential receives Your written notice.

C. Territorial Limitation:

The Agreement territory is limited to the United States of America, including the District of Columbia only. It does not include any Canadian provinces or U.S. Territories including Guam, Puerto Rico or U.S. Virgin Islands.

D. Subrogation:

If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

E. Arbitration:

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a claim). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement 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. 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) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at [175 West Jackson Blvd., Chicago, IL 60604], Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the loss giving rise to the claim occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. 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 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 Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety.

F. Cancellation:

You may cancel this Agreement for any reason at any time. If You purchased this Agreement from the Servicing Dealer and You wish to cancel Your Agreement within sixty (60) days of receipt of Your Agreement, You can return to the Servicing Dealer for a full refund. If You did not purchase Your Agreement from the Servicing Dealer or if You cancel after sixty (60) days of receipt of Your Agreement, please contact Customer Service in writing to receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the Agreement Charge (whichever is less), less the cost of claims paid. Renewal is contingent on the original plan being in effect for the full term. If not, the renewal plan will be cancelled for a full refund. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

G. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206]. If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to the insurer at the above address.

5. STATE VARIATIONS:

The following state variations will control if inconsistent with any other provisions:

- (1) **Alabama:** Section 4.E "Arbitration" is amended as follows: All references to the state of "Illinois" are replaced with "Alabama". The following statement is added to Section 4.F "Cancellation": If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund. The following statement is added to section 4.F "Cancellation" of this Agreement: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation regardless of who initiates the cancellation.
- (2) **Arizona:** Section 2.E. "What to do when Your Covered Product fails to operate" is amended to include the following: If You require service outside of the Administrator's hours of operation, You may contact any manufacturer authorized service repair facility. In Section 3 "WHAT IS NOT COVERED," Exclusion (A) does not apply to conditions occurring prior to the sale of the Product by the Obligor, its assignees, subcontractors and/or representatives. In Section 3 "WHAT IS NOT COVERED Exclusion (E) is removed and the following statement is added: We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section 3. In Section 3 "WHAT IS NOT COVERED," exclusion (G) is removed. The following statement is added to section 4.F "Cancellation" of this Agreement: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Section 4.E "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.

PowerGard™ Protection Plan Residential

- (3) **Arkansas:** The following statement is added to Section 4.G “Entire Agreement”: A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation. The following statement is added to Section 4.F “Cancellation”: If You cancel Your Agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund. The following is added to this Agreement: This Agreement does not exclude pre-existing conditions. Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility.
- (4) **California:** Section 4.E “Arbitration” is deleted and replaced by the following: For California Residents - The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Agreement provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement. 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. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class. Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. In arbitration, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (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. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. All costs and expenses of the arbitration will be shared equally by You and Us. All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEARHFTI at [(916) 999-2041], or You may write to BEARHFTI [4244 S. Market Ct. Ste. D, Sacramento, CA 95834], or You may visit their website at www.bearhfti.ca.gov. 4.F “Cancellation” is amended as follows: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, you shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made.
- (5) **Colorado:** The following is added to this Agreement: The use of non-original manufacturer’s parts is permitted. The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (6) **Connecticut:** Section 4.E “Arbitration” is deleted and replaced by the following: If You and the Obligor are unable to resolve any disputes arising under this Agreement, the State of Connecticut has established process to settle disputes arising from service contracts as outlined in in CGS 42-260 et. al. If You purchase this Agreement 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 Agreement price, the cost of repair of the product and a copy of this Agreement. The following statement is added to section 4.F “Cancellation” of this Agreement: You may cancel this Agreement if You return the Covered Product, or if the Covered Product is sold, lost, stolen or destroyed. If We cancel this Agreement 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 Agreement 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. The following statement is added to Section 4.G “Entire Agreement”: The term of this Agreement will be automatically extended for the period during which the Product is in the custody of a service center for repair.
- (7) **District of Columbia:** The following statement is added to Section 4.F “Cancellation”: If you cancel your Agreement and do not receive a refund or credit within 45 days of receipt of the returned service Agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (8) **Florida:** Section 4.E “Arbitration” is removed. Section 4.F “Cancellation” is amended as follows: You can cancel this Agreement at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Agreement is canceled: (a) within 30 days of the receipt of the Agreement, You shall receive a full refund of the price paid for the Agreement provided no service has been performed, or (b) after 30 days, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Agreement, the return premium is based upon 100% of the unearned pro rata premium. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.
- (9) **Georgia:** In Section 3 “WHAT IS NOT COVERED”, exclusion (E) is removed and replaced with: “Any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement.” Section 4.E “Arbitration” is removed. Section 4.F “Cancellation” is amended as follows: If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement price. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. If we cancel this Agreement, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Georgia. The following statement is added to Section 4.F “Cancellation”: If you cancel your Agreement and do not receive a refund or credit within 45 days of receipt of the returned service Agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (10) **Hawaii:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.

PowerGard™ Protection Plan Residential

- (11) **Iowa:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 30 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (12) **Maine:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a penalty per month in the amount of ten percent (10%) of the Agreement Charge shall be applied to the refund. Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility.
- (13) **Maryland:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a penalty per month in the amount of ten percent (10%) of the Agreement Charge shall be applied to the refund.
- (14) **Massachusetts:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (15) **Michigan:** The following statement is added to Sections 2A “Term”: If performance under this Agreement is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- (16) **Minnesota:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (17) **Missouri:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Entire Agreement”: A claim submitted to Virginia Surety Company, Inc. may include a claim for return of the unearned premium in the event of cancellation. Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility.
- (18) **Nebraska:** Section 4.E “Arbitration” is deleted and replaced by the following: Notwithstanding anything in this Agreement to the contrary, if You and We mutually agree at the time of loss, this Agreement provides for arbitration if there is an unresolved dispute between You and Us concerning this Agreement. 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, one independent, neutral third party will give a decision after hearing Your and Our positions. The decision of the arbitrator 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) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (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. 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) will apply to any arbitration under this Agreement.
- (19) **Nevada:** The following statement is added: If You are not satisfied with the manner in which We handle Your claim, You may contact the Nevada Division of Insurance Commissioner toll free, [1-888-872-3234]. In Section 3 “WHAT IS NOT COVERED,” exclusion (B) is removed and the following statement is added: this service contract provides coverage that is excess over any other applicable coverage. In Section 3 “WHAT IS NOT COVERED,” exclusion (G) is removed and the following statement is added: This Agreement 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 Agreement 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 Agreement. The following section 4.E “Arbitration” is removed. Section 4.F “Cancellation” is replaced with the following: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If You cancel this Agreement within twenty (20) days after Your receipt of this Agreement and You have not made a claim under this Agreement, You are entitled to a full refund of the Total Price as specified on the schedule for this Agreement. If You cancel this Agreement any time after twenty (20) days after Your receipt of this Agreement or if You cancel this Agreement and have made a claim at any time under this Agreement, You are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of \$25 or 10% of the Total Price as specified on the schedule for this Agreement, whichever is less. We may cancel this Agreement for any reason within seventy (70) days after Your receipt of this Agreement. We may cancel this Agreement thereafter only if: You fail to pay an amount when due; You are convicted of a crime that results in additional service under this Agreement; It is discovered that You committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim; It is discovered that You engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement. If We cancel this Agreement as provided above, We will send You written notice at the address indicated in Our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date We send You the notice of cancellation. In addition, You will be entitled to a refund of the unearned premium calculated on a pro rata basis. If We fail to deliver to You within forty-five (45) days any unearned premium to which You are entitled as provided above, You will be entitled to an additional amount equal to ten percent (10%) of the Total Price as specified on the schedule for this Agreement for every thirty (30) day period or portion thereof such refund and any accrued penalties is delayed beyond the forty-five (45) days period.
- (20) **New Hampshire:** The following statement is added to Section 4.E “Arbitration”: 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. Section 4.F “Cancellation” is amended as follows: All references to “less the cost of claims paid” are deleted from this section. Therefore, no paid or pending payment claims will be

PowerGard™ Protection Plan Residential

deducted from any pro-rata refund. The following statement is added to Section 4.G “Entire Agreement”: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, [21 South Fruit Street, Suite 14, Concord, New Hampshire, 03021, (800) 852-3416].

- (21) **New Jersey:** The following is added to this Agreement: The use of refurbished, reconditioned, or non-original manufacturer’s parts is permitted. The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a penalty per month in the amount of ten percent (10%) of the Agreement Charge shall be applied to the refund.
- (22) **New Mexico:** Section 4.F “Cancellation” is amended as follows: If this Agreement has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Agreement 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 Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increase the service required under this Agreement. The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 60 days of receipt of the returned service agreement, a penalty in the amount of ten percent (10%) of the Agreement Charge for every 30 day period or portion thereof shall be applied to such refund, delayed beyond the 60 days. Section 4. G. Insurance is deleted and replaced with the following: This Agreement is not an insurance contract. Our obligations under this Agreement are secured by a bond.
- (23) **New York:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 30 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (24) **North Carolina:** The following statement is added to Section 4.F “Cancellation”: We may not cancel this Agreement except for non- payment by You or for violation of any of the terms and conditions of this Agreement. The following statement is added to Section 4.G “Entire Agreement”: You understand that the purchase of this Agreement is not required to purchase or to obtain financing for the Covered Product.
- (25) **Oklahoma:** Section 4.E “Arbitration”: is removed. Section 4.F “Cancellation” is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro- rata refund based on one-hundred percent (100%) of the unearned pro-rata provider fee, less ten percent (10%) of the unearned pro-rata provider fee or twenty-five dollars (\$25), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non- payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. The following statement is added to Section 4.G “Entire Agreement”: NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Obligations of the Obligor under this Agreement are insured by a policy of insurance issued by Virginia Surety Company, Inc., [175 West Jackson Blvd., Chicago, Illinois, 60604, (800) 209-6206].
- (26) **Oregon:** Section 4.E “Arbitration” is removed. Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility.
- (27) **South Carolina:** The following statement is added to Section 4.F “Cancellation”: If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.G “Entire Agreement”: If You purchased this Agreement in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, [P.O. Box 100105, Columbia, South Carolina 29202-3105], telephone number [(803) 737-6180]. Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility.
- (28) **Texas:** The following statement is added to this Agreement: If You purchased this Agreement in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, [P.O. Box 12157, Austin, Texas 78711, (800) 803-9202]. The following statement is added to Section 4.F “Cancellation”: If You cancel Your Agreement within sixty (60) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Agreement, You may request a refund from Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois, 60604]. If you cancel your Agreement and do not receive a refund or credit within 45 days of receipt of the returned service Agreement, a ten (10%) percent penalty per month shall be applied to the refund.
- (29) **Utah:** Section 2.E. “What to do when Your Covered Product fails to operate” is amended to include the following: If You require service outside of the Administrator’s hours of operation, You may contact any manufacturer authorized service repair facility. Mail the Administrator Your original repair bill and a copy of this Agreement for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS AGREEMENT WILL APPLY. Section 4.E “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. Section 4.F “Cancellation” is amended as follows: We can cancel this Agreement during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non- payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (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 Agreement, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section 4.G “Entire Agreement”: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible.

PowerGard™ Protection Plan Residential

Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

- (30) **Virginia:** If any promise made in this Agreement has been denied or has not been honored within sixty (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.
- (31) **Washington:** The following statement is added to Section 4.F "Cancellation": If you cancel your agreement and do not receive a refund or credit within 30 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund. "Entire Agreement" Section 4.G is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement 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 Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." The following statement is added to "Dispute Resolution - Arbitration" Section 4.E: "In Washington any binding arbitration will be held at a location closest to Your permanent residence." Section 2.E. "What to do when Your Covered Product fails to operate" is amended to include the following: If You require service outside of the Administrator's hours of operation, You may contact any manufacturer authorized service repair facility.
- (32) **Wisconsin:** In Section 3 "What Is Not Covered", exclusion (O) is removed. The following statement is added to Section 4.E "Arbitration": No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void. The laws of the state of Wisconsin govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section 4.F "Cancellation" is amended as follows: An Agreement may be cancelled by a Provider only for nonpayment of the Provider fee, material misrepresentation by the Agreement holder to the Provider or administrator, or substantial breach of duties by the Agreement holder relating to the Covered Product or its use. You may, within twenty (20) calendar days of the delivery of this Agreement, reject and return this Agreement for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the Agreement, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny Your claim solely because You did not obtain preauthorization if we are not prejudiced by Your failure to notify us. The Provider shall mail a written notice to the Agreement holder at the last-known address of the Agreement holder contained in the records of the Provider at least 5 days prior to cancellation by the Provider, (a) shall state the effective date of the cancellation and the reason for the cancellation, (b), The notice under par. (c), If an Agreement is cancelled by the Provider for a reason other than nonpayment of the Provider fee, the Provider shall refund to the Agreement holder hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. Subsequent to the period for voiding this Agreement or if a claim has been made under the Agreement, You may cancel this Agreement and the Provider shall refund to the Agreement holder one hundred percent (100%) of the unearned pro rata Provider fee, less any claims paid. The Provider may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the Provider fee. 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. Section 4.D "Subrogation" does not apply to Wisconsin residents. The following statement is added to Section 4.G "Entire Agreement": **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The laws of the state of Wisconsin govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. If a claim is not paid within sixty (60) days of submitting the claim to the Administrator or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., [175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206].
- (33) **Wyoming:** The following statement is added to Section 4.E "Arbitration": In the state of Wyoming, arbitration can only be final and binding if agreed to by the parties involved and in a separate written Agreement. The following statement is added to Section 4.F Cancellation": If you cancel your agreement and do not receive a refund or credit within 45 days of receipt of the returned service agreement, a ten (10%) percent penalty per month shall be applied to the refund.