

Kane, John C

From: Allstate Protection Plans <purchaseconfirmation@squaretrade.com>
Sent: Monday, July 22, 2024 1:43 PM
To: Kane, John C
Subject: [External] Thank You for Your Allstate Protection Plans Purchase

You don't often get email from purchaseconfirmation@squaretrade.com. [Learn why this is important](#)



Serviced by SquareTrade,
an Allstate company

Hi John,

Thank you for purchasing your new Major Appliance protection plan. The Protection Plan details and the Terms and Conditions, listed below, make up your digital protection plan contract. The [Terms & Conditions](#) contain a binding arbitration provision requiring submission of all disputes (except where express state exemptions are provided) to binding arbitration in accordance with the terms set forth therein. Because we are 100% paperless, feel free to print this out for a hard copy.

If you have any other questions, please visit allstateprotectionplans.com/help.

Your Coverage Information

PROTECTION PLAN DETAILS

Coverage Term: 5 Years

Plan Number: 309932975691958

Coverage Start Date*: 07/22/2024

Coverage Type: Standard

Coverage End Date: 07/22/2029

Coverage Amount: Up to item's purchase price, exclusive of taxes and fees

Waiting Period: None

DEVICE DETAILS

Covered Product: Major Appliance

PROTECTION PLAN PRICE

Plan Price: \$89.99**

Deductible: \$0.00

Click the button below to learn more about your protection plan, about managing your account, and how to file a claim.

UNDERSTAND MY COVERAGE

** During manufacturer warranty period, mechanical and electrical failures are covered by manufacturer rather than Allstate Protection Plans.*

*** Coverage amount is contingent upon your purchase of the correct Protection Plan for your device. If you purchase a Protection Plan that was intended for a lower-value device, your coverage is limited to the price threshold of the Protection Plan you purchased.*

TERMS & CONDITIONS

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review the Order Summary or purchase receipt provided to You at the time You purchased this Protection Plan.

1. **DEFINITIONS:**

"We", "Us" and "Our" shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In **California**, **"We", "Us" and "Our"** shall mean SquareTrade, Inc.; in **Arizona, Oklahoma, and Wyoming**, **"We", "Us" and "Our"** shall mean Complete Product Care Corp. The aforementioned are located at 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005. In **Florida**, **"We", "Us" and "Our"** shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. You may reach Us at 1-877-927-7268. In **Washington**, **"We", "Us" and "Our"** shall mean Protection Plan Group, Inc., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005. You may reach Us at 1-877-927-7268.

Administrator shall mean SquareTrade, Inc. located at 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005 with a telephone number: 1-877-927-7268.

"You", "Your" shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

The following terms are used in the Order Summary

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan. The Coverage Start Date is the latest of the date of purchase of the Protection Plan or the date following termination of any Waiting Period, unless expressly provided otherwise.

Waiting Period: The amount of time between the Protection Plan purchase date and the Coverage Start Date. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Protection Plan and provide You with a full refund of the Protection Plan Price.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Coverage Amount: The purchase price of the Product(s), exclusive of taxes and fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes Accidental Damage from Handling (ADH).

Deductible: The applicable deductible, if any, for claims.

2. **COVERAGES:**

This Protection Plan includes some or all of the Coverages outlined below:

A. **Extended Coverage:**

Extended Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a breakdown due to a mechanical or electrical failure during normal usage during the Coverage Term. This Protection Plan is inclusive of any manufacturer's warranty and/or Costco Concierge Services that may exist during the Term. Extended Coverage does not replace the manufacturer's warranty or any coverage by Costco Concierge Services, but it may provide certain additional benefits. Extended Coverage includes failures caused by:

1. Defects in materials or workmanship;
2. Damaged or defective buttons or connectivity ports located on Your Product;
3. Dust, internal overheating, internal humidity/condensation;
4. Operational failure resulting from a power surge while properly connected to a surge protector.

You may be asked to provide Your surge protector for examination.

B. Accidental Damage from Handling (ADH) Coverage:

ADH Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a failure caused by damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH Coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our authorized service centers.

3. COVERED PRODUCTS:

A. Cell Phones:

If Your Covered Product is a Cell Phone, this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Mobile;
 - a. Battery Coverage for Mobile includes one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

B. Televisions:

If Your Covered Product is a Television, this Protection Plan provides the following Coverage:

1. Extended Coverage;
2. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
 - a. Six (6) or more defective pixels for displays up to 17";
 - b. Eight (8) or more defective pixels for displays greater than 17".

C. Computers:

If Your Covered Product is a Computer, this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Computer
 - a. Battery Coverage for Computers includes one (1) battery repair or replacement, when the original rechargeable battery is (i) not consumer replaceable and (ii) defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

D. All Other Electronic Devices:

If Your Covered Product is an electronic device other than a Cell Phone, Television or Computer, this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;

3. Battery Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;
 4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.
4. **WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:**

File a claim online at www.squaretrade.com or call Us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, We will service Your Product as described in Section 5 below. Depending on Your Product, We may, at Our discretion, require You to submit pictures (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

5. **HOW WE WILL SERVICE YOUR PRODUCT:**

Depending on the Product and failure circumstances, at Our discretion, We will either:

- A. Repair Your Product;
- B. Provide a cash refund in the amount You paid for the Product; or
- C. Provide a refurbished replacement Product, **only** upon Your request at Your option, with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product). For Cell Phones, We will also have the option of providing a new or refurbished replacement Cell Phone with the same or substantially similar features.

6. **PLACE OF SERVICE:**

Large items, as specified in the Product Cover Letter and/or this Protection Plan, will receive on-site service. Televisions

shall be considered a large item if they are 37" or over. On-site service may occasionally necessitate the authorized service center technician to bring the Product back to its shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service center for repair, replacement or settlement. You will be responsible for safe packaging and shipment. If, upon inspection, Your Product is determined to have experienced a failure which is covered by Your Protection Plan, We will service Your Product, in accordance with Section 5, "**HOW WE WILL SERVICE YOUR PRODUCT**", within five (5) days of our authorized service center's receipt of Your Product. If We fail to repair, payout or replace the Product within five (5) business days of receiving it, We will continue to service Your Product and the cost of Your Protection Plan may be refunded to You at Our discretion. If the authorized service center determines Your Product is in working condition or is not covered by Your Protection Plan, We will return Your Product to You or dispose of it at Your request.

7. **LIMIT OF LIABILITY:**

If You have Product(s) covered under this Protection Plan, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan or the total number of claims made pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or a replacement product of like kind, quality and functionality, then We will have no further obligations under this Protection 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 OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

8. **YOUR RESPONSIBILITIES:**

- A. Provide Us with a complete copy of proof of purchase. You can send Us a digital copy through www.squaretrade.com and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
 - B. Purchase the correct SquareTrade Protection Plan for Your Product based on condition, price or purchase location.
 - C. Properly maintain, store and use Your Product according to the manufacturer instructions.
9. **WHAT IS NOT COVERED:**
- A. All Protection Plans
 - a. Except as otherwise provided, normal wear and tear;
 - b. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
 - c. Natural flaws or inherent design or manufacturer's defects;
 - d. Intentional damage;
 - e. Lost, stolen, or irretrievable items;
 - f. Any Product that is fraudulently described or materially misrepresented;
 - g. Secondary or collateral damage;
 - h. Except as otherwise provided, maintenance, service, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
 - i. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other force majeure or peril originating from outside the Product;

- j. Damage caused by “accumulation,” including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration, or darkened bodily contact areas;
- k. Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer’s warranty;
- l. Damage caused by cleaning methods, products or materials;
- m. Defects due to the installation, assembly or hookup of Your Product;
- n. Damage caused by transit, delivery, redelivery, removal, or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- o. Claims made under any improperly or incorrectly purchased Protection Plan;
- p. Except as otherwise provided, “cosmetic damage,” defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish, or similar conditions;
- q. Television or personal computer monitor screen imperfections, including “burn-in” or burned CRT phosphor;
- r. Accidental damage or liquid damage unless ADH coverage was offered and purchased as part of Your Protection Plan;
- s. Projector or rear projection TV bulbs;
- t. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- u. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink

- cartridges, drums, belts, printer heads, blades, strings, and trim;
 - v. Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
 - w. Product(s) with removed or altered serial numbers;
 - x. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
 - y. Damage to computer hardware, software and data, or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
 - z. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
 - aa. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist);
 - bb. Any Product that is a demonstration/in-store model, or that is sold "as-is";
 - cc. A Product that is no longer in Your possession;
 - dd. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.
- B. Additionally for Jewelry and Watch Plans:
- a. Natural flaws or inherent design or manufacturer's defects, including, but not limited to, flaws in materials, precious or semi-precious stones or gems;
 - b. Introduction of foreign objects into the Product;
 - c. Tampering with prongs, bezels, or other elements designed to secure stones;
 - d. Failures caused by excessive or abusive treatment;
 - e. Any Product that has been resized, repaired or serviced by an unauthorized third party.

C. Additionally for Optical Plans: Any failure, damage, repairs or loss in connection with, or resulting from, anything considered a medical reason, including, but not limited to, eye exams, repair or replacement resulting from outgrowing the original product, or change in prescription.

10. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem within any twelve (12) month period, We will provide a cash refund in the amount You paid for the Product or provide a refurbished replacement Product **only** upon Your request at Your option. The cost of the replacement will not exceed Your Product's Coverage Amount, except that, in the case of multi-item Protection Plans, replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from ADH.

11. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to its facilities.

12. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at www.squaretrade.com to obtain a claim authorization number. At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

13. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan log in to www.squaretrade.com, or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

14. **CANCELLATION:**

You may cancel this Protection Plan for any reason at any time. If You cancel at any time during:

- A. the two (2) year Coverage Term for Cell Phones; or
- B. the five (5) year Coverage Term for Televisions; or
- C. the three (3) year Coverage Term for Computers; or
- D. the two (2) year Coverage Term for all other electronic devices.

You may return Your Protection Plan in its original packaging to Costco Wholesale Corporation for a full cash refund or contact Costco Customer Service at 1-800-955-2292.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full Protection Plan Price to You. If We cancel this Protection Plan for any reason, written notice including effective date and reason for cancellation will be provided to You at least 30 days prior to termination.

15. **ARBITRATION:**

Please read this arbitration provision carefully. It affects Your rights. Most of Your concerns about this Program can be addressed simply by contacting Us at 1-877-927-7268. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL**

BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Protection Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Protection Plan.

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose before this Protection Plan was entered into by You and Us or that arises after Protection Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this section does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the

Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars (\$10,000) or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars (\$10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this section, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or seven thousand five hundred dollars (\$7,500), whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor

Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this section is found to be unenforceable, then the entirety of this section shall be null and void.

16. **GUARANTEE:**

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

17. **ENTIRE CONTRACT:**

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

STATE VARIATIONS:

The following state variations shall apply if inconsistent with any other terms and conditions.

Alabama: If You are a resident of Alabama, to the extent that any term in Section 15 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 15 "Arbitration": The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Arizona: Section 9(A.b) "What is Not Covered" of these Terms and Conditions is deleted in its entirety.

California: If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the "Cancellation" section of the Protection Plan. **Arbitration:** 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 the discretion of the contract holder; (2) if Arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) if any statement found within this contract contradicts this section, this section shall take precedence. To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, California, 95834, or You may visit their website at www.bearhfti.ca.gov.

Connecticut: Resolution of Disputes: If You purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford,

CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Protection Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

Florida: The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 14, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871.

Georgia: Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days. Arbitration is non-binding. Section 9(A.b) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

Maine: With respect to Maine contract holders, the Obligor under this Protection Plan is the Dealer.

Nevada: This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-

free at 1-888-872-3234. A penalty of ten percent (10%) of the purchase price of the Protection Plan shall be added to the refund for every 30-day period that is not paid or credited within forty-five (45) days after return of the service contract to the provider. If You cancel Your Covered Product's Protection Plan any time after the applicable cancellation period as described in Section 14(A)-(D), You will receive a pro rata refund based on the time remaining on Your Protection Plan. **WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.**

New Jersey: If you are a resident of New Jersey, the following shall replace Section 16 "Guarantee" of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against First Colonial Insurance Company.

New Mexico: This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Oklahoma: This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005, License Number 44200878.

Oregon: Arbitration: If You are a resident of Oregon, to the extent that any term in Section 15 “Arbitration” conflicts with any of the following, the following shall prevail and shall replace such term in Section 15 “Arbitration”: Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

South Carolina: In the event of a dispute with the provider of this Protection Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Protection Plan is not an insurance contract.

Texas: The administrator for this Protection Plan is SquareTrade, Inc. registration number 155.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation:** If You are a resident of Utah, the following shall replace the second paragraph of Section 14 “Cancellation” of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation. **Arbitration:** If You are a resident of Utah, to the extent that any term in Section 15 “Arbitration” conflicts with any of the following, the

following shall prevail and shall replace such term in Section 15 "Arbitration": ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Virginia: If any promise made in these Terms and Conditions 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.

Washington: Section 16 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this contract are back by the full faith and credit of the service contract provider, Protection Plan Group, Inc. Protection Plan Group is located at 2000 Sierra Point Pkwy, Ste 300, Brisbane, CA 94005 and You may contact them toll-free at 1-877-927-7268. You may apply directly to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062 or You may contact them toll free at 1-800-669-9313 for payment or performance due.

Wisconsin: The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make

a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Arbitration:** If You are a resident of Wyoming, to the extent that any term in Section 15 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 15 "Arbitration": At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.

Thanks,
Allstate Protection Plans

If you have questions about our services, please send us an [email](#).

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