

Samsung Protection Plus

Sample Terms and Conditions

THIS SERVICE PLAN IS NOT A CONTRACT OF INSURANCE. Unless otherwise regulated under state law, the contents under this Service Plan should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

DEFINITIONS:

Accidental Damage: This Service Plan covers sudden, unexpected and unintentional external events that result in “physical” damage to the Product, or “failure” to the Product, including water or liquid damage. The damage is not foreseeable and is beyond Your control. This benefit applies to You only if purchased by You and is indicated on the Benefits Summary Page. This coverage is not available on all Products.

Administrator: The Administrator indicates the entity that is responsible for the administration of this Service Plan. In all states, the Administrator is Federal Warranty Service Corporation, except in Florida where the Administrator is United Service Protection Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689.

Authorized Service Facility: The location that serves as a replacement and/or repair facility for the Service Plan that supplies replacements for and/or undertakes repairs of the Product. Selection of the Authorized Service Facility will be at Our sole discretion.

Coverage Date: The beginning and end date of this Service Plan as identified on the Benefits Summary Page.

Mechanical and/or Electrical Failure: Failure of a Product due to normal wear and tear when operated according to the manufacturer’s instructions.

Monthly Payment: The monthly amount paid by You for this Service Plan. Your Service Plan continues month-to-month until terminated based on Your payment of the monthly fee. Payments must be received by their due date or Your coverage will be canceled at the end of the last month for which You have paid.

Partial Payment: Your Service Plan is not paid in full at the time of purchase, but is paid in installments. Payments must be received by their due date or Your coverage will continue only through the last day covered by Your payment, then Your coverage will be cancelled, and You will not receive any refund.

Product: The Product covered under this Service Plan, which is identified on the Benefits Summary Page.

Purchase Date: The date payment was initially received for this Service Plan as listed on the Benefits Summary Page.

Service Plan: Your Service Plan includes the Benefits Summary Page, these terms and conditions and any State Disclosures.

Service Plan Coverage: The type of coverage You purchased to cover Your Product as identified on the Benefits Summary Page.

Service Plan Holder/You and Your: The owner of the Product who purchased this Service Plan.

Service Plan Price: The consideration paid by You for this Service Plan indicated on the Benefits Summary Page.

Service Plan Provider/We, Us, and Our: The Obligor of this Service Plan identified on the Benefits Summary Page.

Subject to these terms and conditions, this Service Plan begins and ends on the Coverage Dates identified on the Benefits Summary Page. If You have chosen a Partial Payment option, and do not complete making all of Your payments, Your coverage will terminate early based on how much You have paid towards the full Service Plan Price. If You have chosen the Monthly Payment option, this Service Plan is renewed monthly by Your payment of the monthly amount. If the monthly amount is not paid, coverage will terminate.

WHAT IS COVERED:

This Service Plan covers parts and labor costs and/or materials and repairs necessary to return Your Product to normal

working condition, due to damage resulting from a Mechanical and/or Electrical Failure, or Accidental Damage if You purchased the Accidental Damage option as specified on the Benefits Summary Page. This Service Plan covers only Products used for personal, family or household purposes. Incidents beyond the scope of the terms and conditions for this Service Plan are captured below in the section entitled **EXCLUSIONS**.

DEDUCTIBLE:

If a deductible is required to obtain service on Your Product, the deductible amount will be listed on Your Benefits Summary Page. The deductible is for each occurrence where We dispatched a service call, and You will be responsible for paying the deductible before Your claim can be approved or before service is provided. If repairs are made to additional Products, a separate Deductible will apply to each Product repaired. You will not be responsible for deductible charges on repeat service calls completed within thirty (30) days of the original service event for the same issue. Failure to pay the deductible when due may result in the suspension of service.

PROOF OF PURCHASE:

Keep this Service Plan and the sales receipt for the Product; they are integral parts of this Service Plan and You may be required to produce them to obtain service.

HOW TO MAKE A CLAIM:

You must call via phone 1-800-SAMSUNG (1-800-726-7864), Monday – Friday, 8:00 am – Midnight (EST), or Saturday – Sunday, 9:00 am – 11:00 pm (EST). If We replace Your Product, the damaged item will become Our property if We elect to recover the Product. If We do not recover the Product, You must dispose of it in compliance with the law. **PLEASE BE SURE TO BACK UP ANY AND ALL DATA ON YOUR PRODUCT BEFORE RELEASING FOR SERVICE. WE WILL NOT BE LIABLE FOR ANY LOST OR STOLEN DATA.** You have the responsibility to protect Your Product against further damage.

YOUR OBLIGATION TO PROTECT PRIVATE AND PERSONAL INFORMATION:

It is Your sole responsibility, to protect or secure or remove all data, including confidential, proprietary or personal information from the Product, including, without limitation, SIM cards, memory cards, passwords, contacts, email, pictures or calendars. Consult Your Users Guide to learn how to erase, secure or remove such information. We will not be responsible for the loss or disclosure of any data, including confidential, proprietary or personal information on any Product.

SERVICE OPTIONS:

We reserve the right to fulfill Your claim using any of the three (3) options described below:

In-Home Service: In-home service will be provided on Your Product and repairs will be performed at Your residence. An adult (of legal age) must be present at the location where the in-home service will be performed. We, at Our discretion, may elect to ship consumer replaceable parts for self-installation by You.

Depot Repair: We will provide a prepaid shipping label for You to ship the Product to Our Authorized Service Facility. The repaired Product will be returned to You once repairs have been completed. If the Authorized Service Facility determines the Product is in working condition, or is not covered by Your Service Plan, You will be responsible for paying return shipping charges for Your Product.

Replacement: We have the option, at Our sole discretion, to replace Your Product with a Product of like kind and quality, cash settlement, or gift card based on the value of a replacement Product of similar features and functionality, not including delivery and installation fees. We also have the option to ship a replacement Product to Your home, with instructions and a pre-paid mailing label for You to deliver Your original Product to Our Authorized Service Facility. Excluding the Monthly Payment option, replacement of Your Product, or issuance of a cash settlement or gift card, will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law. If You have elected the Monthly Payment option, Your coverage will remain in effect as long as We receive Your payment. You may be required to return the original Product to Us prior to the issuance of a Product of like kind and quality, cash settlement, or gift card. If returned to Us, the original Product will become Our property. Technological advances may result in a replacement Product with a lower selling price than the original Product purchase price; therefore, no refunds will be made based on the replacement Product cost difference from the original Product purchase price. The total value of this replacement option is not to exceed the Limit of Liability. The maximum number of replacements under this Service Plan are indicated on the Benefits Summary Page.

LIMIT OF LIABILITY:

Unless otherwise stated below, and excluding the Monthly Payment option, the total amount that We will pay for repairs and/or replacement made in connection with all claims that You make pursuant to this Service Plan shall not exceed the purchase amount paid for the Product. In the event that We make payments for repairs and/or replacements, which in the aggregate, are equal to the purchase amount paid for the Product, or provide a cash settlement or gift card up to the aggregate limit toward the replacement cost of a new item of equal features and functionality, We will have no further obligations under this Service Plan. If You have elected the Monthly Payment option, Your coverage will remain in effect as long as We receive Your payment. For the Monthly Payment option, the maximum number of replacements during a twelve (12) month period is listed on the Benefits Summary Page.

WE WILL 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 FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

BATTERY REPLACEMENT:

One (1) battery replacement will be provided if Your Product is a personal computer or tablet and the original factory installed rechargeable battery is defective as determined by Us. We will provide You a prepaid shipping label for You to ship either the Product or the removable battery (as applicable) to Our Authorized Service Facility for Us to replace the battery. The Product or new battery will be returned to You once the replacement has been completed. The defective battery will become Our property. Battery replacements are not provided on any other types of Products.

COMPUTER ACCESSORIES COVERED:

This Service Plan covers the originally packaged mouse, keyboard, speakers, and monitor. A peripheral Service Plan will be required for additional external components.

COMPUTER TECH SUPPORT:

A technical service representative will assist You on the telephone to determine what technical difficulties may exist, and to the extent that Our diagnosis confirms a hardware failure, We will assist You in arranging service for Your Product. Our level of service expertise cannot support preloaded, customized or proprietary software, those applications that were installed after Your original Product purchase, or those software errors that confirm improperly functioning or defective software. Additionally, this Service Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or otherwise.

FOOD LOSS:

You will be reimbursed for food losses resulting from a no-cool covered failure of Your refrigerator or freezer, as determined by the Administrator, up to two hundred (\$200) dollars per appliance over the term of this Service Plan; proof of loss may be required. Food loss that results from a loss or interruption of power is not covered.

POWER SURGE PROTECTION:

If operational failure of Your Product is caused by a power surge, as determined by the Administrator, and a properly installed and functioning Underwriter's Laboratory approved surge protector is in use, then We will provide up to a maximum of \$1,000.00 over the life of the Service Plan. You may be required to send Your surge protector to the Administrator for examination.

REMOTE CONTROL AND 3D GLASSES REPLACEMENT:

This Service Plan provides for one (1) remote control and one (1) 3D glasses replacement of comparable functionality over the covered term, if there is a failure. Your Service Plan remains in force upon replacement of either of these items.

NO LEMON GUARANTEE:

During the coverage term of this Service Plan, if the same component fails three (3) times or the Product requires a fourth (4th) repair, as determined by Us, We will issue a replacement Product as outlined in the Replacement provision. Product failures during the manufacturer's warranty, during the servicer's warranty period, or during a coverage term outside of this Service Plan do not count toward the no lemon guarantee. Replacement of Your Product, or issuance of a cash settlement or gift card, will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law. If Your beginning Coverage Date listed on the Benefits Summary Page is the same date that You purchased this Service Plan and You have elected the Monthly Payment option, Your coverage will remain in effect as long as We receive Your payment.

EXCLUSIONS:

Your Service Plan does not cover:

- A. Any equipment located outside the continental United States, Alaska or Hawaii;**
- B. Major appliance products older than ten (10) years of age or electronics products older than six (6) years of age from the Product's installation date, refurbished Products with less than an original ninety (90) day manufacturer's warranty, Products sold "as is;"**
- C. Products used in industrial, business, government, rental properties, vacation properties, multi-family properties such as retirement homes, ACLFs, group homes, or commercial settings as determined by Us, or in recreational vehicles;**
- D. Service required as a result of any moving or alteration of Product or unauthorized repairs made by anyone other than an Authorized Service Facility, or the use of parts or supplies other than those recommended by the manufacturer;**
- E. Damage and/or other Product failure due to causes beyond Our control including operator negligence, failure to maintain or place the Product according to the owner's manual instructions, misuse, abuse, vandalism, theft, fire, flood, wind, freezing, animal or insect infestation, rust, dust, any type of corrosion (unless Accidental Damage**

- coverage has been purchased), inadequate power supply, wiring, breakers, ductwork, improper installation, transportation damage, unusual atmospheric conditions, acts of war or acts of God;
- F. Service necessary because of improper storage, improper ventilation, non-compliant plumbing, non-municipal water supply, loss or damage as a result of violation of existing federal, state and municipal codes including repairs to Products not complying with codes, inconsequential noises, reconfiguration of Product, any installation that prevents normal service;
 - G. Cosmetic damage, non-functional parts, consumable and expendable items, protective glass, frame, filters, antenna, non-rechargeable batteries whether or not they are replaceable by the consumer, toner and developer cartridges, drum cartridges, stylus, needles, trays, shelves, light bulbs, consumable items as determined by the Administrator, projector bulbs, tapes, ribbons, hoses, knobs, bags, pre-installed, customized or proprietary software, software applications installed after Your original computer Product purchase or installation of any of the foregoing items;
 - H. Damage to clothing, with the exception of clothing that is ripped due to the covered failure of Your washer or dryer. Clothing damage shall not exceed two hundred dollars (\$200.00);
 - I. Any repair covered by the original manufacturer's warranty or initiated by the manufacturer or recall program, whether the manufacturer is in business or not;
 - J. Repair or replacement caused by defects that existed prior to this Service Plan purchase and known by You;
 - K. Normal, periodic or preventative maintenance, or customer education, cable television adjustments, hookups, or audio-video system installation;
 - L. Charges related to "No Problem Found" diagnosis;
 - M. Upgraded, retrofit, or unapproved components;
 - N. Upgrades to comply with regulatory laws;
 - O. Refrigerant lines, condensation leaks, drain lines, or evaporation/condenser coils if rusted or corroded;
 - P. Products with original serial numbers that have been removed, altered or cannot be readily determined;
 - Q. Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Products and custom panels;
 - R. Loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your Product;
 - S. Shipping damage to Products resulting from inadequate packaging by You;
 - T. Failures due to Accidental or intentional damage, unless the Accidental Damage option has been purchased by You;
 - U. Television panel pixel damage or panel burned-in images subject to the original Product manufacturer's allowable warranty guidelines and verified by Our Authorized Service Facility; and
 - V. Radio frequency interference due to improper installation or close proximity to other electronic equipment.

TRANSFERABILITY:

You may transfer this Service Plan to another person by writing to Federal Warranty Service Corporation at P.O. Box 100, Rapid City, SD 57709. The notice must include a copy of the Benefits Summary Page, and the name, address, and phone number of the person to whom the Service Plan is being transferred. Your transfer takes effect as soon as Federal Warranty Service Corporation receives Your written notice.

RENEWAL:

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

CANCELLATION:

Your Service Plan may be canceled under the following conditions:

- A. **Cancellation by You:** You may cancel at any time. Notify Us in writing via email at Cancelations@SamsungProtectionPlus.com, or via mail to Federal Warranty Service Corporation at P.O. Box 100, Rapid City, SD 57709. To avoid delays, You must include the original of this document, including the Benefits Summary Page. Cancellation shall be effective upon receipt of such written notice.

If Your beginning Coverage Date listed on the Benefits Summary Page is the same date that You purchased this Service Plan, You will receive a refund based on the following:

- (1) If Your Service Plan and cancellation notice are received within thirty (30) days of the beginning Coverage Date listed on the Benefits Summary Page, You will be refunded the full amount paid to Us for this Service Plan, less any claims paid, where allowed by law. If You paid using a Monthly Payment option and a claim has been filed, You will not receive a refund.
- (2) If Your Service Plan and cancellation notice are received more than thirty (30) days after the beginning Coverage Date listed on the Benefits Summary Page, You will be refunded a pro-rated amount of what You paid to Us for this Service Plan, less any claims paid and less an administrative fee of ten percent (10%) of the Service Plan Price or twenty five (\$25), whichever is less, where allowed by law. If You paid using a Monthly Payment option, You will not

receive a refund.

If Your beginning Coverage Date listed on the Benefits Summary Page starts after the date when You purchased this Service Plan, You will receive a refund based on the following:

- (1) If Your Service Plan and cancellation notice are received within thirty (30) days of the Purchase Date of this Service Plan, You will be refunded the full amount paid to Us for this Service Plan, less any claims paid, where allowed by law. If You paid using a Monthly Payment option and a claim has been filed, You will not receive a refund.
- (2) If Your Service Plan and cancellation notice are received more than thirty (30) days after the Purchase Date of this Service Plan but before the beginning Coverage Date listed on the Benefits Summary Page, You will be refunded the full Service Plan Price, less any claims paid and less an administrative fee of ten percent (10%) of the Service Plan Price or twenty five (\$25), whichever is less, where allowed by law.
- (3) If Your Service Plan and cancellation notice are received on or after the beginning Coverage Date listed on the Benefits Summary Page, You will be refunded a pro-rated amount of what You paid to Us for this Service Plan, less any claims paid and less an administrative fee of ten percent (10%) of the Service Plan Price or twenty five (\$25), whichever is less, where allowed by law. If You paid using a Monthly Payment option, You will not receive a refund.

B. Cancellation by Us: We may cancel this Service Plan at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of the Service Plan by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded a pro-rated amount of what You have paid to Us for this Service Plan, less any claims paid, where allowed by law. For Partial Payment Service Plans, You will be refunded the difference between the pro-rata Service Plan Price and the amount due and not paid by You, less any claims paid, where allowed by law. For Monthly Payment Service Plans, Your coverage will continue through the last day covered by Your Monthly Payment and You will not receive any refund.

If this Service Plan was inadvertently sold to You on a Product, which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return to You the full amount paid to Us by You for this Service Plan.

ARBITRATION PROVISION:

Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Disclosure section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

The following State Specific Requirements apply if Your Plan was purchased in one of the following states and supersede any other provision herein to the contrary:

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

HI, MT, VA and VT only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157.

AL, AR, HI, MA, ME, MN, MO, NJ, SC and WY only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent

(10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

GA, LA, NV, OR, UT, WI and WY only: The Arbitration provision is deleted in its entirety. It is not applicable to You.

Alabama only: No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation.

Arizona only: No claim incurred or paid shall be deducted from any cancellation refund, regardless of who initiates the cancellation. We will not cancel or void this Service Plan due to pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. The following is added to the **ARBITRATION** provision of Your Service Plan: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

California only: You may cancel this Service Plan if You return the Product, or the Product is sold, lost, stolen, or destroyed. The **CANCELLATION** provision is amended from thirty (30) days of the Purchase Date to thirty (30) days from the date of receipt of Your Service Plan. The following is added to the **ARBITRATION** provision of Your Service Plan: 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 BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.

Colorado only: Actions under this Service Plan may be covered by the provisions of the "Colorado Consumer Protection Act" or "Unfair Practices Act", articles 1 and 2 of Title 6, C.R.S. A party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut only: You may cancel this Service Plan if You return the covered Product or if the covered Product is sold, lost, stolen, or destroyed. If the covered Product is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete. The following is added to the **ARBITRATION** provision: **RESOLUTION OF DISPUTES:** If We are unable to resolve any disputes with You regarding this Service Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06124-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the Service Plan, the cost of repair of the covered Product, and a copy of the Service Plan.

Florida only: The rate charged for the Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. Under the **CANCELLATION** provision, any reference to administrative fees is deleted. The following is added to the **ARBITRATION** provision: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

Georgia only: Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Service Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. The **Cancellation by You** provision is amended as follows: No claim incurred or paid nor any cancellation or administrative fees shall be deducted from any refund owed.

Indiana only: Proof of payment to the Seller that sold You this Service Plan constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures Our obligation.

Maryland only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Service Plan. This provision applies only to the original purchaser.

Michigan only: If the performance under this Service Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

Minnesota only: The Obligations under this Service Plan are insured by a service contract reimbursement insurance policy

issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157. The **ARBITRATION** provision has been amended by adding the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

Missouri only: The Obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned Service Plan Price, or the Service Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

North Carolina only: The Purchase of this Service Plan is not required either to purchase or obtain financing for the covered Product.

New Hampshire only: If You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

New Jersey only: The following statement is added to the **CANCELLATION** provision: Written notice is not required if the reason for cancellation is a substantial breach of Your duties relating to the covered Product or its use.

New Mexico only: The purchase of the Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. **Free Look:** If this Service Plan is returned within the first thirty (30) days from date of purchase and a refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

Nevada only: The purchase of this Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. **Free Look:** If this Service Plan is returned within the first thirty (30) days of purchase and a refund is not credited within forty five (45) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, that remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund.

New York only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser.

Ohio only: The Obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, (800) 852-2244. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon cancellation of the Service Plan.

Oklahoma only: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **CANCELLATION** provision is deleted and replaced with the following: **CANCELLATION:** Your Service Plan may be canceled under the following conditions:

- A. **Cancellation by You:** You may cancel at any time. Notify Us in writing via email at ProtectionPlus@Samsung.com, or via mail to Assurant Service Protection, Inc at P.O. Box 100, Rapid City, SD 57709. To avoid delays, You must include the original of this document, including the Benefits Summary Page. Cancellation shall be effective upon receipt of such written notice.

If Your beginning Coverage Date listed on the Benefits Summary Page is the same date that You purchased this Service Plan, You will receive a refund based on the following:

- (1) If Your Service Plan and cancellation notice are received within thirty (30) days of the beginning Coverage Date listed on the Benefits Summary Page and no claims have been made, You will be refunded one hundred percent (100%) of the unearned pro rata premium. If You paid using a Monthly Payment option and a claim has been filed, You will not receive a refund.
- (2) If Your Service Plan and cancellation notice are received more than thirty (30) days after the beginning Coverage Date listed on the Benefits Summary Page or You have made a claim within the first thirty (30) days after the beginning Coverage Date, You will be refunded one hundred percent (100%) of the unearned pro rata premium less
 - (a) ten percent (10%) of the unearned pro rata premium or twenty five dollars (\$25), whichever is less and
 - (b) the

actual cost of any service provided under this Service Plan. If You paid using a Monthly Payment option, You will not receive a refund.

If Your beginning Coverage Date listed on the Benefits Summary Page starts after the date when You purchased this Service Plan, You will receive a refund based on the following:

- (1) If Your Service Plan and cancellation notice are received within thirty (30) days of the Purchase Date of this Service Plan, and no claims have been made, You will be refunded one hundred percent (100%) of the unearned pro rata premium. If You paid using a Monthly Payment option and a claim has been filed, You will not receive a refund.
 - (2) If Your Service Plan and cancellation notice are received more than thirty (30) days after the Purchase Date of this Service Plan but before the beginning Coverage Date listed on the Benefits Summary Page or You have made a claim within the first thirty (30) days, You will be refunded one hundred percent (100%) of the unearned pro rata premium less (a) ten percent (10%) of the unearned pro rata premium or twenty five dollars (\$25), whichever is less and (b) the actual cost of any service provided under this Service Plan.
 - (3) If Your Service Plan and cancellation notice are received on or after the beginning Coverage Date listed on the Benefits Summary Page, You will be refunded the unearned pro rata premium amount of what You paid to Us for this Service Plan, less any claims paid and less an administrative fee of ten percent (10%) of the Service Plan Price or twenty five (\$25), whichever is less, where allowed by law. If You paid using a Monthly Payment option, You will not receive a refund.
- B. **Cancellation by Us:** We may cancel this Service Plan at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of the Service Plan by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded the unearned pro rata premium amount of what You have paid to Us for this Service Plan, less any claims paid, where allowed by law. For Partial Payment Service Plans, You will be refunded the difference between the unearned pro rata premium Service Plan Price and the amount due and not paid by You, less any claims paid, where allowed by law. For Monthly Payment Service Plans, Your coverage will continue through the last day covered by Your Monthly Payment and You will not receive any refund.

If this Service Plan was inadvertently sold to You on a Product, which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return to You the full amount paid. The **ARBITRATION** provision is deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision (“Provision”) Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of the AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

South Carolina only: If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. All reference to cash settlement is deleted.

Texas only: Under **DEFINITIONS**, Service Plan Administrator is amended to include the following: The Administrator Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Plan, you may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (Within TX only). The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is cancelled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to purchase or obtain

financing. **Free Look:** If You cancel within the first thirty (30) days, We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Service Plan to Us. This applies only to the original purchaser of the Service Plan, and is not transferable.

Utah only: Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following is added to the **CANCELLATION** provision: No cancellation of this Service Plan shall become effective, unless We provide You with notice of such cancellation at least 30 days prior to the effective date of cancellation and shall state the reason for cancellation. We may cancel for the following reasons: (a) nonpayment of Service Plan Price of the Service Plan; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Plan; or (d) substantial breach of contractual duties, conditions, or warranties.

Washington only: Free Look: You may, within thirty (30) calendar days reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. The following is added to the **ARBITRATION** provision: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. The Obligations under this Service Plan are backed by the full faith and credit of the Provider. Only the following within the **DEFINITIONS** section are deleted and replaced: Administrator is changed to Provider. Service Plan Price is changed to Provider Fee. Service Plan is changed to Service Contract. Service Plan Holder/You/Your is changed to Service Contract Holder. Service Plan Provider/We/Us/Our is changed to Service Contract Provider. All references to Obligor are replaced by the term Service Contract Provider.

Wisconsin only: No claim incurred or paid shall be deducted from Your cancellation refund regardless of who initiates the cancellation. Proof of loss must be provided as soon as reasonably possible and within one (1) year after the time required by the Service Plan. Failure by You to furnish proof of loss within the time required by the Service Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The following statement: THIS SERVICE PLAN IS NOT A CONTRACT OF INSURANCE. Unless otherwise regulated under state law, the contents under this Service Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637., is deleted and replaced with the following: This Service Plan is not a contract of insurance. This is a Service Plan as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

Wyoming only: If You purchased the Accidental damage coverage, it is not limited to drops, liquid spills or cracks