

NORTON™ DEVICE CARE

PROTECTION PLAN TERMS AND CONDITIONS FOR FASTER CLAIM SERVICE USE THE NORTON DEVICE CARE APP

Thank You for purchasing Your Device Care Plan!

The information contained in this important terms and conditions document (the “**Protection Plan**”, “**Plan**”) explains what is covered, who provides coverage, and how coverage works under Your Plan. Please read this document in full. If You ever need assistance regarding Your Plan, contact the Administrator at any time! **Be sure to keep this Plan document, along with Your Plan Purchase Receipt**, as they will come in handy when You have a Claim!

DEFINITIONS

Throughout this Plan, the following capitalized words have the stated meaning –

- A) “**Administrator**”: the entity responsible for administering benefits to You in accordance with the Protection Plan terms and conditions, Servify US Inc., 5608 17th Ave. NW Seattle WA 98107; 24/7 Phone # 1-833-313-3331, unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Plan and applicable to Your jurisdiction
- B) “**ADH**”: in addition to coverage for a Failure (as defined below), Your Plan may also provide coverage for labor and/or parts required to repair Your Device if it experiences sudden and unforeseen accidental damage from handling (ADH) during normal use which results from dropping Your Device, spilling liquid on it, defective/dead pixels, lines on the screen, screen discoloration or dimming of the screen. (NOTE: ADH is not covered under all Plan options. **Not available for mobile phones.**)
- C) “**Covered Device(s)**”, “**Device(s)**”: the electronic/digital equipment that meets the qualifications below to be covered under this Plan, that is fully operational and not damaged as of the Plan purchase date, and that is primarily for personal use and not for business, commercial or institutional use, was not provided to you by an educational institution, and is not otherwise excluded elsewhere in these Terms and Conditions. **NOTICE: Submission of photographs of the device, as well as written confirmation from You that Your Device is fully operational and not currently damaged at the start of Coverage may be required.**
- D) “**Claim**”: a demand for payment in accordance with this Plan sent by You to the Administrator or Us.
- E) “**Cracked Screen Only**”: damages only to the screen of the Covered Device from normal use. (NOTE: failures due to mechanical or electrical breakdown are not covered under Cracked Screen Only plans)
- F) “**Deductible**”: the amount You are required to pay, per Claim, prior to receiving covered services under this Plan (if any), as confirmed on Your Plan Purchase Receipt.
- G) “**Failure**”: the mechanical or electrical breakdown of Your Covered Device(s) that results in it no longer being able to perform its intended function properly as originally designed and intended, resulting from defects in materials or workmanship and/or normal wear and tear; as long as You have made sure that Your Covered Device(s) have been properly installed and that all routine maintenance services recommended by the manufacturer have been performed.
- H) “**IT Servicer**”: an independent, third-party information technology (IT) specialist that is authorized by Us and directed by the Administrator to perform the services described under the “*What is Covered – Technical Support*” section.
- I) “**‘No Lemon’ Guarantee**”: if Your Device has three (3) qualified service repairs covered under this Plan for the same problem, and if a covered Claim and a fourth (4th) repair is required for the same covered problem, We will replace Your original Device with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement.
- J) “**Plan Purchase Receipt**”: the confirmation document provided to You as proof of Your Plan purchase that confirms the Covered Device, Waiting Period start, Protection Plan Fee and coverage dates of Your Plan, and which forms part of this Protection Plan.
- K) “**Power Surge**”: damages to a Covered Device resulting from an oversupply of voltage while the Device is properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection (including without the use of a surge protector) of the Covered Device to a power source.
- L) “**Protection Plan Fee**”: the amount You are required to pay in order for the coverage under this Plan to remain effective, as confirmed on Your Plan Purchase Receipt (excluding any applicable taxes and/or fees).
- M) “**Symantec**”: the merchant authorized by Us to sell this Protection Plan to You.
- N) “**Term**”: the period of time in which the provisions of this Plan are valid, which is continuous in accordance with the “*Monthly Billing*” provision and subject to the “*Limit of Liability*” and “*Cancellation*” provisions.
- O) “**Waiting Period**”: the period of time starting on the Plan purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Plan.
- P) “**We**”, “**Us**”, “**Our**”, “**Obligor**”, “**Provider**”: the party or parties obligated to provide service under this Protection Plan as the service agreement provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097; unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Plan and applicable to Your jurisdiction).
- Q) “**You**”, “**Your**”: the purchaser of this Protection Plan who is to receive the coverage provided hereunder.

DEVICE ELIGIBILITY

To be eligible for coverage under this Plan, the Device must:

- a) Meet the definition of a “Covered Device” as described in the DEFINITIONS section above; AND
- b) Be listed in the Norton Device Care App as a Device eligible for coverage, AND
- c) Be registered by You in the Norton Device Care App; AND
- d) The damage must NOT be covered under any insurance, warranty, guarantee and/or other service agreement providing the same benefits as outlined herein; AND
- e) Be intended for normal personal use, and NOT for:
 - i. Commercial use (meaning, a device that is intended for use primarily in a business capacity, heavy commercial or industrial applications/operations, or for rental/loaner purposes); OR
 - ii. Educational institution use (meaning a device provided by an educational institution that is intended for use primarily in an educational institution setting; such as school/student use).

YOUR RESPONSIBILITIES

IMPORTANT! MAKE SURE THAT CARE AND MAINTENANCE OF YOUR COVERED DEVICE AS DESCRIBED BELOW IS DONE WHEN AND HOW THE MANUFACTURER REQUIRES. IF WE DETERMINE THAT DAMAGE OR FAILURE HAS OCCURRED AS A DIRECT RESULT OF YOU NOT FOLLOWING THE MANUFACTURER’S DIRECTIONS, ANY ASSOCIATED CLAIMS MAY NOT BE COVERED.

It is Your responsibility to follow the manufacturer’s specifications for the use and care/maintenance of the Covered Device.

- **DEVICE PROTECTION** – Be sure to properly store and operate Your Covered Device in accordance with the manufacturer’s warranty/ owner’s manual at all times. And, if Your Covered Device ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage.
- **MAINTENANCE AND INSPECTIONS** – Some Devices may require certain maintenance and/or inspection services as specified by the manufacturer. It is Your responsibility to ensure that all of the care, inspection, and maintenance services are performed on Your Covered Device in accordance with the manufacturer’s warranty/ owner’s manual.

PLAN TERM & EFFECTIVE DATE OF COVERAGE

COVERAGE IS SUBJECT TO A 30-DAY WAITING PERIOD.

Your 30-day Waiting Period before Coverage begins on the Waiting Period start date shown on Your Plan Purchase Receipt. Claims are eligible for Coverage under this Plan after the 30-day Waiting Period. (Your specific coverage start date and coverage Term can also be located in the Norton Device Care App.) To receive Benefits, at the time when the damage occurs both 1) Your device must be a Covered Device as defined above and 2) the coverage must be in place. **Benefits under Your Plan vary depending on when the event occurs** (REMEMBER YOUR 30 DAY WAITING PERIOD) and whether Your Claim is:

- (a) A defined Failure that is still covered under its manufacturer’s warranty:
 - The benefits described in this Plan do not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Plan; regardless of the manufacturer’s ability to fulfill its obligations.
- (b) A defined Failure that is no longer covered under its manufacturer’s warranty because it has expired:
 - Coverage for a defined Failure of Your Device becomes effective once the shortest portion of the manufacturer’s labor and/or parts warranty has expired and continues for the remainder of Your Plan Term.
- (c) A defined Power Surge event:
 - Coverage for a defined Power Surge event starts on day 31 of Your Plan Term (31 days from Plan purchase date) and continues for the remainder of Your Plan Term.
- (d) A covered ADH occurrence (***Not available for mobile phones***):
 - Coverage for a defined ADH event starts after the end of the Waiting Period, on day 31 of Your Plan Term (31 days from Plan purchase date) and continues for the remainder of Your Plan Term.
- (e) A covered Cracked Screen Only occurrence:
 - Coverage for a defined Cracked Screen event starts after the end of the Waiting Period, on day 31 of Your Plan Term (31 days from Plan purchase date) and continues for the remainder of Your Plan Term (IF your plan states Cracked Screen Only on your receipt)

MONTHLY BILLING

Your coverage will automatically continue each month as long as You pay Your Plan Fee by Your payment due date (subject to the “LIMIT OF LIABILITY”).

You must pay Your Plan Fee on time each month in order to remain eligible for coverage under this Plan.

- **ANY CLAIM SUBMITTED DURING A TIME IN WHICH THERE ARE UNPAID PLAN FEE CHARGES DUE FROM YOU IS NOT COVERED.**
- **ANY BREAKDOWN OR DAMAGE THAT OCCURS WHEN THERE ARE UNPAID PLAN FEES DUE FROM YOU IS EXPRESSLY EXCLUDED.**

Your monthly Plan Fee is subject to change, at Our discretion.

- In the event of a Plan Fee change, We will make sure You receive written notice of the upcoming change details at Your current email or physical address in Our file at least sixty (60) days prior to the change taking effect.
- You then can either choose to pay the new monthly amount when due and have Your coverage continue, or cancel the coverage via the Norton Device Care App or by calling the Administrator to request cancellation. (Refer to the “CANCELLATION” section for full details of how to request cancellation.)

WHAT IS COVERED - GENERAL

This Protection Plan provides for the labor and/or parts necessary to repair Your Covered Device when You have a covered Claim. At Our sole discretion, You may be provided a replacement for – or reimbursement for a replacement of – Your original Covered Device in lieu of repair.

Each equipment category outlined in the “What is Covered – Basic Covered Device Categories” has its own Maximum Benefit Payable, which is shown below in each equipment type subsection.

- **About Repairs.** If Your original Device is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Device.
- **About Replacements.** If We determine that Your original Device needs to be replaced, We will provide You with a replacement that is of equal features, functionality, and value based on the current fair market value of Your original Covered Device. Replacements may be new, rebuilt, or refurbished and may be a different brand, model or color from the original Covered Device. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Plan does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or entire units that We provide replacement for will automatically become Our property (we keep your old phone). To be a Covered Device the replacement device must meet all eligibility requirements of a Covered Device, and You may initiate a new Protection Plan for the replacement Device to be a Covered Device.
- **About Reimbursements.** If We determine that providing You with reimbursement towards the replacement of Your original Covered Device is best, such reimbursement may come in the form of a check or credit to Your payment card on file and the value of such will in no event exceed the current fair market value of Your original Covered Device.

ALL COVERAGE DESCRIBED IN THIS SERVICE PLAN IS EXPRESSLY SUBJECT TO THE “LIMIT OF LIABILITY” AND “EXCLUSIONS” PROVISIONS.
PLEASE REVIEW THESE SECTIONS CAREFULLY.

WHAT IS COVERED – BASIC COVERED DEVICE CATEGORIES

Mobile Phone Cracked Screen Only Plan – (Covers Only Cracked Screens)

Equipment Considered as ‘Covered Devices’ under this Category:

- *Mobile Phones using Apple iOS or Android. DEVICE MUST BE REGISTERED WHEN THE PROTECTION PLAN IS PURCHASED*

Maximum Benefit Payable:

- The Maximum amount that will be paid for all claims under this benefit will be \$250.

Desktop Computers Plan

Equipment Considered as ‘Covered Devices’ under this Category:

- *Desktop computers (including all-in-one computers with monitors)*
- *iMac® and iMac Pro® computers*

**NOTICE – MINIMUM OPERATING SYSTEM (“OS”) REQUIREMENTS: All equipment must be running Windows 7 or newer OS; all Apple equipment must be running Mac OS X or newer OS; and all equipment running Linux OS with the 2009 publication date or later.*

Maximum Benefit Payable:

- For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,000 – *whichever is LESS.*
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,200 – *whichever is LESS.:*

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

MacBook® Computers Plan

Equipment Considered as ‘Covered Devices’ under this Category:

- *MacBook®, MacBook Air®, and MacBook Pro® computers*

Maximum Benefit Payable:

- For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$2,000 – *whichever is LESS.*
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$2,500 – *whichever is LESS.*

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

Laptop Computers and Tablets Plan

Equipment Considered as 'Covered Devices' under this Category:

- Laptop computers (other than MacBook®, MacBook Air®, or MacBook Pro® computers)
- Chromebook™ and Chromebook Pixel™ notebook computers
- iPad® digital devices
- Tablets

**NOTICE – MINIMUM OPERATING SYSTEM (“OS”) REQUIREMENTS: All laptops and tablets must be running Windows XP or newer OS; all Apple equipment must be running Mac OS X or newer OS; and all equipment running Linux OS with the 2009 publication date or later; all android tablets must be running OS 1.6 or newer, and all Apple tablets must be running iOS 6 or newer.*

Maximum Benefit Payable:

- For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,000 – whichever is LESS.
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,200 – whichever is LESS.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

Televisions Plan

Equipment Considered as 'Covered Devices' under this Category:

- LCD, LCD 3D, and LCD TV/DVD combos.
(PLASMA and DLP TVs ARE NOT COVERED)

Maximum Benefit Payable:

- For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,500 – whichever is LESS.
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$2,000 – whichever is LESS.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

eReaders Plan

Equipment Considered as 'Covered Devices' under this Category:

- Kindle®, NOOK®, and Kobo® ereader devices (including associated docking stations)

Maximum Benefit Payable:

- For any single Claim for any for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$200 – whichever is LESS.
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$300 – whichever is LESS.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

Routers Plan

Equipment Considered as 'Covered Devices' under this Category:

- Modems, Routers, Wireless Routers & Ethernet Switches

Maximum Benefit Payable:

- For any single Claim for any for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$200 – whichever is LESS.
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$300 – whichever is LESS.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

Other Consumer Electronics Plan

Equipment Considered as 'Covered Devices' under this Category:

- Home Audio, Blu-Ray/DVD Players, DVR, Audio, Digital or Satellite Receivers, Scanners, Printers, Monitors, Wireless Routers, Wireless LAN Adapters, Docking Stations, Digital Cameras (NO Accessories), Digital Media/MP# Players, Satellite Radio Receivers, Gaming Systems/ 2 Controllers, Home Security, Smart hubs, Smart thermostats, Smart locks, Smart cameras, Smart motion detectors, Speakers, Sound bar.

Maximum Benefit Payable:

- For any single Claim for any for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$500 – whichever is LESS.
- For any consecutive 12-month period under Your Plan Term for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$700 – whichever is LESS.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED ON ANY SINGLE COVERED DEVICE, NO FURTHER CLAIMS WILL BE CONSIDERED FOR THAT COVERED DEVICE UNTIL TWELVE (12) CONSECUTIVE MONTHS HAVE PASSED FROM THE DATE OF YOUR LAST COVERED CLAIM.

WHAT IS COVERED – ADDITIONAL BENEFITS

In addition to coverage for a defined Failure, this Agreement also provides for the following (not applicable to Mobile Phone Plans):

POWER SURGE: Coverage for sustained damage to the Covered Device as a result of a defined Power Surge covered Claim. Limited to damage sustained to the Covered Device only.

“NO LEMON” GUARANTEE: Coverage as a result of a defined “No Lemon” Guarantee. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Plan shall be considered fulfilled in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR DEVICE IS UNDER THE MANUFACTURER’S WARRANTY PERIOD ARE NOT CONSIDERED “QUALIFYING SERVICE REPAIRS” UNDER THIS NO LEMON GUARANTEE.

TECHNICAL SUPPORT: The Administrator will provide the initial troubleshooting and technical support for the Covered Device listed within this Protection Plan and/or Your Plan Purchase Receipt. Hardware technical support will be limited to the proper configuration, and proper operation of the hardware components. Technical support for software will be limited to the proper operation of the manufacturer approved and pre-installed operating system and application software. Software support shall not constitute tutorial assistance or instruction. This Protection Plan does not cover software and virus related issues, customer installed software, customized software applications and hardware components installed after the original purchase date. YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE PRIOR TO SHIPMENT OF YOUR PRODUCT TO THE SERVICE CENTER.

DEDUCTIBLE

You are required to pay a Deductible charge for each Claim filed under this Plan in the amount stated in Your purchase receipt, which will be applied toward any covered portion of Your Claim.

CLAIM PROCESS- MOBILE PHONE CRACKED SCREEN ONLY

IMPORTANT: The submission of a Claim does NOT automatically mean that the repair of Your Device is covered under this Protection Plan. You must submit Your Claim documentation as soon as reasonably possible and before the expiration of Your Plan Term for Your Claim to be considered for coverage under this Protection Plan.

1. Take your Covered Device (mobile phone) to a repair center of Your choice.
2. Upon completion of Your repair for a Failure (as defined) obtain a receipt that clearly shows the repair details, including:
 - a. the cost of repair
 - b. the date of repair
 - c. the device that was repaired including the device manufacturer and model number
 - d. the repair center name and address
3. Use the Norton Device Care mobile app to photograph and upload the receipt.
4. Provide any additional information/documentation necessary in order to validate Your Claim.
5. Upon receipt and approval of Your Claim, you will receive a reimbursement up to the Limit of Liability of your Plan, less Your \$25.00 deductible, not to exceed \$250.

In the event that parts are no longer available for repair, then benefits will be provided in accordance with the terms and conditions of this Plan, less the Deductible. In the event the Plan expires after the filing of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Plan.

CLAIM PROCESS-DEVICES OTHER THAN MOBILE PHONES **Important Notice.** In order for a Claim to be considered for coverage under the provisions of this Plan, You **must** contact the Administrator first.

How to File a Claim.

After You have taken reasonable precautions to ensure that further damage does not occur, please use the Norton Device Care App to file your claim. You may also visit <https://nortondevicecare.servify.tech> to file Your Claim. Contact can be made 24/7.

What to Expect when using the Norton Device Care App to claim.

1. Select the device from within My Plan within the Norton Device Care App
2. You will be guided through the simple quick steps from within the Norton Device Care App to confirm your address, your contact number, and your email address- don't worry we have all this information on file, we just need you to confirm these details are correct.
3. You will need to answer a few simple questions to describe the problem you are experiencing, and you may be asked by the Norton Device Care App to provide additional information or documentation.
4. You will be notified by Us via the Norton Device Care App on the claim status and if Your claim is authorized, an overview of next steps will be displayed within the My Plan screen within the Norton Device Care App.
5. The Norton Device Care App will collect Your Deductible.

What to Expect if you file a Claim by phone. First, You will be asked to thoroughly describe the problem Your device is experiencing, and You may be asked to provide the Administrator with additional information/documentation in order to validate Your Claim (e.g., photographs). After Your Claim has been authorized, the Administrator will collect Your Deductible payment, issue a repair order, and provide You with an overview of the next steps. You can call (833) 313-3339.

PLACE OF SERVICE- DEVICES OTHER THAN MOBILE PHONES

Where Service will be Performed. The following is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Device is experiencing and based on the explanation You have provided when initiating the Claim. All Claims submitted in accordance with this Plan are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- 1. Service Center.** Servicing will be performed at Our service center. We will provide You with shipping and packing instructions. You are responsible to ensure that the damaged Covered Device gets there, and We will pay to ship the repaired Covered Device back to You
- 2. Authorized Repair Locations.** Servicing will be performed at one of Our authorized repair locations. You will need to send Your damaged Covered Device to such location. We will provide You with shipping and packing instructions, if applicable. If Your Device needs to be shipped elsewhere for further servicing, We will pay for the shipping costs associated with such shipment.
- 3. In-Home.** Servicing will be performed at Your residence, as long as You ensure there is access to the impaired Covered Device, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and present on Your property.

What Happens if Your Plan Term Expires in the Middle of an Approved Claim. In the event the Plan Term expires during handling of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Plan. *However, no new Claims will be considered after Your Plan Term expires.*

REMEMBER: DO NOT OBTAIN SERVICES ON YOUR OWN WITHOUT SPECIFIC AUTHORIZATION OR DIRECTION FROM THE ADMINISTRATOR. THIS PLAN PROVIDES NO COVERAGE FOR SERVICES THAT ARE NOT AUTHORIZED IN ADVANCE BY THE ADMINISTRATOR.

LIMIT OF LIABILITY

- There is no limit to the *number* of Claims that can be filed during Your Plan Term, there is a maximum *dollar amount* that We will pay. The maximum amount that We will pay in association with a single Covered Device varies based on its type, and is specified above under the "*What is Covered – Basic Covered Device Categories*" section above. There is a maximum for any single Claim and a maximum for any consecutive 12-month period.

NEITHER WE NOR THE ADMINISTRATOR (THE "PARTIES") ARE LIABLE FOR ANY DAMAGES THAT RESULT FROM AN INDEPENDENT CONTRACTOR'S SERVICE, DELAY IN PROVIDING SERVICE OR FAILURE TO PROVIDE SERVICE.

THE PARTIES 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 COVERED DEVICE, DAMAGES FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, LOSS OF INCOME, RESTORATION OR REPAIR OF CABINETRY OR DAMAGE RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL FAILURES RESULTING FROM PRE-EXISTING CONDITIONS OR INHERENT DEVICE DEFECTS KNOWN TO YOU PRIOR TO THE EFFECTIVE DATE OF THIS PLAN.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO YOUR COVERED DEVICE(S), THIS SERVICE PLAN DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- A) Any Claim submitted prior to the expiration of the Waiting Period;**
- B) Failure due to a pre-existing condition known to You ("*pre-existing condition*" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Device before this Plan was purchased, or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Plan Waiting Period);**
- C) Any equipment that is NOT listed under the "*What is Covered – Basic Covered Device Categories*" section;**
- D) Any repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or home warranty. Our coverage is secondary to such insurance, warranties, or guarantees.**
- E) Damage, malfunction or improper operation due to rust, corrosion, warping, bending, animal inhabitation or insect infestation of any Covered Devices.**
- F) Any Claim for service to or replacement of the Covered Device that has not been authorized in advance by the Administrator;**
- G) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish or structural imperfections*) when such do not impair the overall functionality of the Covered Device (unless you purchased protection for a cracked screen only);**
- H) Any Covered Device that has been confirmed by Our authorized servicer to have removed or altered serial numbers;**
- I) Any loss, damage or breakdown resulting from fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;**
- J) Any Covered Device that has been confirmed to be used in a business, enterprise, or educational institution capacity or any Covered Device that was manufactured for commercial use;**
- K) Damage resulting from intentional treatment/use of or to the Covered Device in a harmful, injurious, malicious or offensive manner, or neglect, negligence, misuse, malicious mischief of or to the Covered Device, including improper packaging and shipping by You to Us;**
- L) Any loss or damage to the Covered Device resulting from theft, unforeseen disappearance (loss) or vandalism of or to the Covered Device;**
- M) Any damage or breakdown due to operating the Covered Device outside the manufacturer operational or environmental specifications;**
- N) Any items that are consumable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to: fuses, batteries (including batteries in mobile phone), bulbs, and connectors;**

- O) Any Failure or damage due to improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- P) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices and any equipment mounted on such devices (including, but not limited to cameras);
- Q) Any costs associated with periodic or preventative maintenance;
- R) Any Failure or damage due to lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Device in a manner inconsistent with its design or manufacturer specifications;
- S) Any costs associated with adjustment, manipulation, modification, removal or unauthorized repairs of any Covered Device or component/part thereof performed by anyone other than a service facility/IT servicer authorized by the Administrator;
- T) Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Device Safety Commission or any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs ; or
- U) Service or replacement outside of the United States of America, its territories, or Canada.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED DEVICE, AND THE DAMAGE IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS PLAN, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU WILL BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

CANCELLATION

*You may cancel this Protection Plan at any time by informing the Administrator. NOTICE: The following cancellation provisions apply to the original purchaser of this Plan only. **NO CANCELLATION FEES APPLY.***

IF YOU CANCEL THIS PLAN:

1. Within 30 days of the Plan purchase date, You will receive a 100% refund of the Protection Plan Fee paid by You. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days of the Plan purchase date, Your coverage will cancel at 11:59 PM on the last day of Your monthly billing cycle in which Your cancellation is made, and You will no longer be billed thereafter.

WE MAY ONLY CANCEL THIS PLAN FOR:

1. Non-payment of the Protection Plan Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Plan by You in relation to the Covered Device or its use.

If We cancel this Plan, You will receive a pro-rata refund based upon the same criteria as outlined above. We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. Any refund may be applied to any outstanding balance of Your account and the excess, if any, returned to You.

RENEWABILITY

YOUR COVERAGE UNDER THIS SERVICE PLAN WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE PROTECTION PLAN FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions). If You do not wish to allow Your coverage under this Plan to be renewed , You may cancel via the Norton Device Care App or by calling the Administrator prior to Your next billing cycle due date.

TRANSFERABILITY

This Protection Plan cannot be transferred to any other party or device.

NO COVERAGE DUPLICATION

In the event there is any duplication of coverage between this Protection Plan and a current homeowner's insurance policy or any other type of insurance policy in Your name, this Protection Plan is considered secondary to the applicable insurance You have.

GUARANTY

This is not an insurance policy; it is a Protection Plan. We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to satisfy any valid Claim within sixty (60) days after the Claim has been submitted, or in the event You cancel this Plan, and We fail to refund any unearned portion of the Plan Purchase price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

Notices

MacBook, MacBook Air, MacBook Pro, iMac, and iMac Pro computers are registered trademarks of Apple Inc.
Chromebook and Chromebook Pixel notebook computers, the Chrome OS operating system, and the Android platform are trademarks of Google LLC.
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Amazon Kindle is a trademark of Amazon.com, Inc. or its affiliates.
NOOK is a trademark of Barnes & Noble.
Kobo is a trademark of Kobo Inc.
Microsoft Windows is a trademark of Microsoft Corporation.

PRIVACY AND DATA PROTECTION

The Device Care plan is provided by a subsidiary of AmTrust Financial, Inc., and you will be asked to agree to its terms and conditions, and the [AmTrust Privacy Policy](#) will apply to its services. Please refer to the [AmTrust Privacy Policy](#) at <https://amtrustfinancial.com/tapsafe/terms-of-service#privacy> to learn about its personal data collection and use practices.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
 - 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
 - 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Plan will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
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ENTIRE AGREEMENT

This Protection Plan; including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Purchase Receipt constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL JURISDICTIONAL REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. CLAIM PROCESS – If You need to file a claim under this Protection Plan, You must contact the Administrator at 1-833-313-3331 to obtain a repair authorization number prior to having any repairs made to Your Device. Failure to call in and report the claim may result in non-payment.

Arizona: EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or Symantec. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan. CANCELLATION is amended as follows: You may cancel Your Protection Plan at any time. The Provider may only cancel this Protection Plan for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

Arkansas: HOW TO FILE A CLAIM – If You need to file a claim under this Protection Plan, You must contact the Administrator at 1-833-313-3331 available 24/7 to obtain a repair authorization number prior to having any repairs made to Your Device. Failure to call in and report the claim may result in non-payment.

California: Servify US Inc. (License No. 87) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Protection Plan. CANCELLATION is amended as follows: This Plan may be canceled by You for any reason, including, but not limited to, the Device covered under this Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Protection Plan, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Protection Plan and

no claims have been paid, You will be refunded the full Protection Plan price. If You have made claims against the Protection Plan or cancellation notice is received by the Administrator after thirty (30) days from the date You received this Protection Plan, You will be refunded a pro-rated amount of the Protection Plan price, less any claims paid.

Connecticut: This Protection Plan is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the covered Device, the cost of repair of the Device and a copy of the warranty Plan. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Plan and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. CANCELLATION is amended as follows: This Plan may be canceled by You if the Device covered under this Plan returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. CANCELLATION is deleted and replaced with the following: You may cancel Your Protection Plan at any time by informing the selling dealer or the Administrator, Servify US Inc. of Your cancellation request. In the event the Protection Plan is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Protection Plan is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract. The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Protection Plan for fraud by You, material misrepresentation by You, or nonpayment by You. If You cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan fee paid by You. EXCLUSIONS (WHAT IS NOT COVERED)– Only unauthorized product repairs, modifications or alterations performed after the effective date of the Protection Plan are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Plan. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan.

Illinois: Covered Device must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Plan. CANCELLATION is amended as follows: If You cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan fee paid by You.

Indiana: This Plan is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Symantec for this Protection Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Plan within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Plan that the provider refund any part of the cost of the Plan upon cancellation of the Plan. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Plan.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

CANCELLATION is amended as follows: If You cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan fee paid by You. We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the Plan and it substantially and materially increase the service required under the Plan. EXCLUSIONS (WHAT IS NOT COVERED) – This Plan provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Plan, or damages arising from such actions are excluded.

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

New Mexico: GUARANTY is amended to include: This Plan is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: If You cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan fee paid by You. We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for the following acts by You: Non-payment; conviction of

a crime that results in an increase in the service required under the Plan; discovery of fraud or material misrepresentation by You in obtaining the Plan or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: an act or omission; or a violation of any condition of the Plan.

North Carolina: CANCELLATION is amended as follows: If You cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Plan fee paid by You.

Oklahoma: The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is amended as follows: If You Cancel after 30 days of the Plan purchase date, Your return of the Plan fee shall be based upon ninety percent (90%) of the unearned pro-rata Plan fee. If We cancel this Protection Plan, return of the Plan fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan.

Oregon: This Plan is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Plan, You must contact the Administrator at 1-833-313-3331, available 24/7, to obtain a repair authorization number prior to having any repairs made to Your Device. Failure to call in and report the claim may result in non-payment.

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

Texas: The Administrator is Servify US Inc., Service Contract Administrator No. 276. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: If this Plan is canceled after the first thirty (30) days, You will receive a pro-rata refund of the Plan fee. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is canceled.

Utah: Full payment will be received for the purchase price of this Plan at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Protection Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Plan holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Plan for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Plan for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Plan for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. HOW TO FILE A CLAIM – If You need to file a claim under this Plan, You must contact the Administrator at 1-833-313-3331, available 24/7, to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.

Virginia: If any promise made in the Protection Plan 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.

Washington: This Plan is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You. The State of Washington is the jurisdiction for any civil action in connection with this Plan. EXCLUSIONS (WHAT IS NOT COVERED) – What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS (WHAT IS NOT COVERED)” section of this Plan. GUARANTY is amended to include: A Plan holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. HOW TO FILE A CLAIM – If You need to file a claim under this Plan, You must contact the Administrator at 1-833-313-3331 to obtain a repair authorization number prior to having any repairs made to Your Device. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.

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

All references to “Protection Plan/Plan” are hereby deleted and replaced with “Service Contract”. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.