

**PREMIUM FABRIC STAIN PROTECTION PLAN  
GENERAL TERMS AND CONDITIONS**

**Administrator** shall mean ProtectAll USA, LLC 9151 Boulevard, 26 Ste. 100B North Richland Hills, Texas 76180 **1-888-216-8519** or Our authorized third-party provider used to process claims payments and/or cancellation refunds. **“We”, “Us” and “Our”** shall mean the Obligor.

**Plan Provider or Obligor:** The Provider/Obligor under this Service Agreement is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. (“SUA”). SPS and SUA (License # 44200902) are located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [1-855-438-2390]. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [1-855-438-2390].

**“You” or “Your”** shall mean the consumer or purchaser of the Product(s) covered by this Service Agreement including the lessor of the Furniture (“Lessor”), if the Furniture was acquired under a lease-to-own arrangement (“LTO Arrangement”). **“Service Agreement”** or **“Agreement”** or **“Plan”** shall mean this document together with Your original purchase receipt. **“Plan”** refers to the Furniture Protection Plan. **“Product”** means the furniture care kit and other protection and repair products or advice that We may provide. **“Retailer”** means the authorized entity selling You the Plan. **“Furniture”** means the single qualifying indoor furniture described below and delivered concurrently with Your purchase of the Plan. **There is no deductible under this Service Agreement.**

**PLAN TERM:** The coverage period for this Plan is five (5) years, date commencing from the date of covered Furniture delivery.

**QUALIFYING FURNITURE:** A single upholstered fabric Furniture item which is purchased concurrently with the Plan. This Plan is available for new Furniture Item only that is sold through a Retailer. Furniture covered by this Plan must be received by You from the Retailer free of stains or damage.

**PLAN COVERAGE:** Stains to covered Furniture Item must be reported within thirty (30) days of discovery to the **Administrator**.

**For Accidental Damage to Upholstered Fabric Furniture** We will repair or replace the Qualifying Furniture due to or because of accidental damage from handling for the following:

- Household Food and Beverage Stains
- Human and Pet Body Fluids Stains

(See Exclusions. You must report stains when they occur – Accumulation of stains is not covered.)

**LTO ARRANGEMENTS:** Where the product was initially acquired under a LTO Arrangement, any cash settlement or refund will be paid to the owner of the product at the time the settlement is made. This will be the Lessor if You have not yet acquired ownership of the property. In all other respects, the Lessee will retain a beneficial interest in this Plan and all non-cash benefits described herein shall be rendered to the Lessee. Any owner obligations related to maintenance of the product shall be the responsibility of the Lessee during the term of any LTO Arrangement except as provided by law. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.

**HOW THIS PROTECTION PLAN WORKS:** If the new Furniture item covered by this Plan stained as described above during normal RESIDENTIAL use and You cannot correct the Stain using recommended Products (before using, test in an inconspicuous area) and/or procedures provided by Us or the Retailer, the affected area will be cleaned. If We cannot clean the stain, the affected Furniture item will be replaced with the same or a similar Furniture item having an equal retail purchase price as the stained Furniture item. Service or replacement is limited to the stained Furniture item only and the Plan does not transfer to the Furniture item replaced under this Plan. Only the single Furniture item shown on the original receipt is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture item, which shall be Your sole responsibility.

**TO OBTAIN SERVICE:** Stain to the covered Furniture item must be reported within thirty (30) days of discovery to the **Administrator**. You can report Your claim by contacting Our customer service department at **1-888-216-8519** or online at [www.myprotectall.com](http://www.myprotectall.com). You must have Your original receipt showing Your purchase of the covered Furniture item and this Plan; the original copy of this Plan or the unique Registration Number printed on this Plan; the original delivery date of the covered Furniture item; and the discovery date of the stain. You shall reasonably cooperate with the **Administrator** in its efforts to perform its obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

**THE SERVICE PROCESS:** Upon receiving a claim covered by this Plan, We will provide cleaning advice and/or products to aid in stain removal. If the stain persists, at Our discretion, You may receive a no charge in-home visit by a professional technician. If the technician determines that cleaning must be made off-site, the stained Furniture item will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the stained Furniture item. If the stained area cannot be cleaned, We will authorize replacement of the stained Furniture item. You may select a replacement Furniture item at a price equal to or less than that of the Stained Furniture item. We will not clean and will take no action to correct dye lot or texture variations arising from service or replacement of a Furniture item. This Plan does not transfer to replacement Furniture item. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer’s normal delivery area, this Plan will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

**IMPORTANT EXCLUSIONS: We will not cover the following:**

- Any stain or damage not specifically listed under the Coverage section above
- Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage
- Stains or damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Furniture) or failure to comply with manufacturer’s warranty
- Stains or damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage as a result of lifestyles, even if otherwise covered by this Plan
- Stains or damage as a result of continued or sustained bowel or urinary activity (incontinence)
- Dye lot variation
- Odors or stains of unknown origin

- Stains from markers or felt-tip pens
- Fading, color loss, and/or discoloration
- Animal damage other than pet bodily fluids, such as damage from teeth, beaks or claws
- Normal wear and tear to the upholstery such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas
- Inherent design or structural defects in the upholstery, including but not limited to, natural inconsistencies
- Failure or loosening of threads or splitting of seams, stress tears, loss of foam resiliency, spring or coil damage, damage to zippers, pilling or fraying of upholstery or any stain or damage to decking or platform cloth
- Failure to use reasonable means to protect your Furniture from further damage after a Covered event occurs
- Any Stain caused by an Independent Contractor, such as but not limited to Plumber, Painter or other Service or Maintenance Personnel
- Water damage by leaking appliances, water heaters, skylights, and pipes
- Intentional damage or willful abuse or misuse of the covered Furniture
- Any loss covered by homeowner's or renter's insurance
- Furniture purchased for group homes, assisted living residences, and nursing homes that is used by the general public for short term use
- Cleaning necessitated by any loss or damage resulting from any cause other than normal RESIDENTIAL usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, rust, corrosion, battery leakage, sand, dirt, rodent or insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, outside contractor, or any other peril.
- Stains from markers or felt-tip pens
- Removal and delivery of the Furniture except as determined by Us
- Any indirect, consequential or incidental damages, including loss or damage to person or property, arising from the use of, or inability to use, or from the cleaning or replacement of the Furniture
- Any and all pre-existing conditions that existed prior to the effective date of this Plan
- "As is", "pre-owned", showroom-displayed, or Furniture used for rental (other than an LTO Arrangement), non-residential, in-home daycare businesses or commercial purposes
- ANY CLAIM THAT IS COVERED OR SHOULD BE COVERED BY THE MANUFACTURER'S OR STORE WARRANTY
- General soiling or a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single occurrence
- Mattresses or Box Springs
- Area Rugs
- Failures that occur outside the Fifty (50) States of the United States of America
- Notwithstanding any provision to the contrary, this Service Agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived:
  - Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or
  - Coronavirus (COVID-19) including any mutation or variation thereof; Or
  - Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.

**LIMIT of LIABILITY:** Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of the cost of authorized repairs or replacement of the covered Furniture item with a product of equal value. In no event will the Our total liability for all repairs or replacement exceed the lesser of the original purchase price of the covered Furniture item excluding tax and delivery costs paid during the purchase of the covered Furniture item (or) \$799.

**PROTECTION PLAN PROVISIONS:** This Plan is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Plan. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise rights under this Plan does not waive those rights. If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property. Our failure to exercise rights under this Plan does not waive those rights.

**CANCELLATION:** This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture item covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the retailer from which You purchased the plan from. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty-five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.** If You purchased this Plan under an LTO Arrangement, any refund owed pursuant to this provision will be paid directly to the Lessor of record unless You have taken ownership of the property.

**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.**

As used in this Provision, "You" and "Your" mean the person or persons named in this Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Plan or any prior Plan

or Product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling [(800) 778-7879]. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which You purchased this Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Claims other than Yours. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Plan.

You 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.

**YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

**FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.**

**THIS IS NOT A CONTRACT OF INSURANCE, BUT OBLIGATIONS UNDER THIS PLAN MAY BE BACKED BY AN INSURANCE POLICY.**

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS.**

**Insured Agreement:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at [1-855-438-2390] or 399 Park Ave 3rd Floor, New York, NY 10022.

**Warranty Registration Number**

**MUST BE REGISTERED**

**SPECIAL STATE DISCLOSURES:**

Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**ALABAMA only:** You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You or within ten (10) days if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. If You cancel Service Agreement after the first 20 days, You will receive the unearned portion of the full purchase price of Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Service Agreement, at [(855) 438-2390] or 399 Park Ave 3rd Floor, New York, NY 10022. These provisions apply only to the original purchaser of Service Agreement. In the event the Obligor cancels Service Agreement, the Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use.

**ARIZONA only Definitions:** A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred to during the duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Seller. All references to denial or exclusion from coverage are applicable only if they happened while the product was owned by you.

**Under IMPORTANT EXCLUSIONS: We will not cover the following:**

**Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage is amended to read:**

- **Stains or damage caused by transit, delivery, redelivery, assembly or movement between residences or storage or while in storage while owned by You. Repair, replacement or maintenance in connection with operational or structural failure due to defects in materials or workmanship, normal wear and tear, or accidental damage from assembly**

**Cancellation:** If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Plan. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed ten percent of the gross amount paid by You for the service contract. To arrange for cancellation of this Plan, please contact Your Seller. Starr Protection Solutions, LLC is the Provider and the Obligor for Service Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Department of Insurance and Financial Institutions against Us by contacting the Department of Insurance and Financial Institutions at [800-325-2548] or [difi.az.gov/complaint](http://difi.az.gov/complaint).

**CALIFORNIA only:** With respect to California contract holders, the Administrator under Service Agreement is ProtectAll USA, LLC. The Obligor under Service Agreement is Starr Protection Solutions LLC. Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Service Agreement, and cancellation notice is received by the Seller within 60 days of the date You received Service Agreement, and You have made no claims against Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Service Agreement is cancelled by written notice after 60 days from the date You received Service Agreement, You will be refunded a pro-rated amount of Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your Seller.

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

**CONNECTICUT only:** The term of Service Agreement is automatically extended by the length of time in which the Covered Product is in the Obligor's custody for repair under Service Agreement. In the event of a dispute with the Obligor, 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 Product, the cost of repair of the Product, and a copy of Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Agreement, at [(855) 438-2390] or 399 Park Ave, 3rd Floor, New York, NY 10022.

**FLORIDA only:** The Obligor under Service Agreement is Starr Indemnity & Liability Company. The Administrator under Service Agreement is ProtectAll USA, LLC. If You cancel Service Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of Service Agreement, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your Seller. If We cancel Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of Service Agreement, less any claims paid or the cost of repairs made on Your behalf. The rates charged for Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** You may cancel Service Agreement at any time by notifying the Seller in writing or by surrendering Service Agreement to the Seller, whereupon the Seller will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor is also entitled to cancel Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Seller.

Procedures for cancellation of Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel Service Agreement upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Agreement at [(855) 438-2390] or 399 Park Ave, 3rd Floor, New York, NY 10022.

**HAWAII only:** You may return Service Agreement within thirty (30) days of the date Service Agreement was provided to You or within twenty (20) days if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of Service Agreement to the Seller. These provisions apply only to the original purchaser of Service Agreement. In the event the Obligor cancels Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Obligor under Service Agreement are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 3rd Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS only:** Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under Service Agreement in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product (s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel Service Agreement at any time. If You cancel Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Plan, please contact Your Seller. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under Service Agreement at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

**INDIANA only:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Service Agreement, at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**KENTUCKY only:** If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Agreement at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**MISSOURI only:** The following provisions apply only to the original purchaser of Service Agreement, and only if no claim has been made prior to the return of Service Agreement: You may return Service Agreement within twenty (20) days of the date Service Agreement was mailed to You or within ten (10) days if Service Agreement was delivered to You at the time of sale. If You made no claim under Service Agreement, the Plan is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or

credited within forty-five (45) days after return of Service Agreement to the Seller. The Deductible (if applicable) is a non-refundable amount You will be assessed, per Claim, prior to receiving covered services under Service Agreement, as indicated on the purchase confirmation page. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with Service Agreement provisions.

**NEVADA only:** Service Agreement is renewable at Our option. Service Agreement is not an insurance policy. Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The purchase price is as indicated on the bill of sale or receipt and is considered to be a part of the contract.

The cancellation provision in Service Agreement is hereby deleted and replaced with the following:

Service Agreement is void and We will refund to You the purchase price of Service Agreement, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date Service Agreement was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact Your Seller. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of Service Agreement.

We may not cancel this contract once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay Service Agreement purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under Service Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this contract by You which substantially and materially increases the service requested under Service Agreement; or
- (e) A material change in the nature or extent of the service required under Service Agreement, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under Service Agreement are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, [(888) 872-3234].

**NEW HAMPSHIRE only:** In the event You do not receive satisfaction under Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under Service Agreement are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

**NEW MEXICO only:** You may return Service Agreement within ninety (90) days of the date Service Agreement was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of Service Agreement. These provisions apply only to the original purchaser of Service Agreement. We may not cancel Service Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) The conviction of You in a crime that results in an increase in the service required under Service Agreement;
- (c) Fraud or material misrepresentation by You in obtaining Service Agreement or in presenting a claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of Service Agreement by You, which substantially and materially increases the service required under Service Agreement

If We cancel Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

**NEW YORK only:** The obligations of the Obligor under Service Agreement are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You or within ten (10) days, if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of Service Agreement. These provisions apply only to the original purchaser of Service Agreement. In the event We cancel Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 [(855) 438-2390].

**NORTH CAROLINA only:** The purchase of Service Agreement is not required in order to obtain financing. We may not cancel Service Agreement except for nonpayment by You or for violation of any of the terms and conditions of Service Agreement. If You cancel Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Plan, please contact Your Seller. Obligations under Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave., 3rd Floor, New York, NY 10022.

**OKLAHOMA only:** The Obligor under Service Agreement is Starr Underwriting Agency, Inc. (License # 44200902). In the event You cancel Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Plan, please contact Your Seller. In the event We cancel Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata

purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**OREGON only:** Arbitration: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. Any arbitration occurring under Service Agreement shall occur in an agreed upon location by both parties and be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules") unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

**SOUTH CAROLINA only:** In order to prevent damage to the Covered Product, please refer to the owner's manual. Service Agreement does not provide coverage for pre-existing conditions. Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You, or within ten (10) days, if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of Service Agreement. These provisions apply only to the original purchaser of Service Agreement. In the event We cancel Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company, which insures the obligations under Service Agreement, located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, [(803) 737-6134].

**TEXAS only:** You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You or within ten (10) days if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten percent (10%) of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of Service Agreement. In the event We cancel Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 [(800) 803-9202].

**UTAH only:** The language in CANCELLATION section regarding Our rights to cancel this agreement is deleted and replaced with: We may cancel Service Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel Service Agreement by providing you with ten (10) days written notice, if the reason for cancellation is non-payment by you. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with Service Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the dealer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of (the American arbitration association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [(855) 438-2390]. Coverage afforded under Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**VERMONT only:** You may return Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact Your Seller. Our obligations under Service Agreement are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to the Our contractual obligations under Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [(855) 438-2390].

**VIRGINIA only:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON only:** The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract obligor under Service Agreement are backed by the full faith and credit of the service contract obligor, Starr Underwriting Agency, Inc., located at 399 Park Avenue, 3rd Floor, New York, NY 10022. You may contact them toll-free at [(855) 438-2390].

**WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the provider becomes insolvent or otherwise financially impaired, the claim can be submitted to Starr Indemnity & Liability Company, who insures Our obligations under Service Agreement, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, [(855) 438-2390]. You may return Service Agreement within twenty (20) days of the date Service Agreement was mailed to You, or within ten (10) days, if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded

to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of Service Agreement to Us. These provisions apply only to the original purchaser of Service Agreement. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense.

**WYOMING only:** You may return Service Agreement within twenty (20) days of the date Service Agreement was provided to You, or within ten (10) days, if Service Agreement was delivered to You at the time of sale. If You made no claim, Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of Service Agreement to Us. These provisions apply only to the original purchaser of Service Agreement. In the event We cancel Service Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under Service Agreement are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**ENTIRE CONTRACT:** Service Agreement together with your purchase confirmation sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Sample Purchase Receipt

Date	Contract Number
Customer Name	Coverage Term
Customer Address	Product Brand & Model
Customer City, State Zip	Category
Customer email	Purchase Price
	Date of Purchase
	Dealer Name
	Plan name (Product number & description)
	Plan Price
	800#