Geek Squad Protection Plan ("GSP Plan")
Geek Squad Protection Plan with ADH ("GSP Plan with ADH")
Geek Squad Protection Replacement Plan ("GSP-R Plan")

Throughout these Terms and Conditions, the words "we", "us" and "our" refer to Best Buy, Geek Squad, Pacific Sales, Magnolia, or AIG WarrantyGuard, Inc. ("AWG"). AWG is the Obligor and Administrator of this Plan. AWG can be contacted at 1271 Ave of the Americas FL 37, New York, New York 10020-1304, telephone 1-800-250-3819. "Obligor and Administrator" means the party responsible for claims made in respect of the Covered Product. In Florida and Oklahoma, the Obligor is AIG Warranty Services of Florida, Inc., whose address is 1271 Ave of the Americas FL 37, New York, New York 10020-1304, telephone 1-800-250-3819. In addition, the term "Best Buy" or "Geek Squad" refers to Best Buy Stores, L.P., "Pacific Sales" refers to Pacific Sales Kitchen and Bath Centers, LLC, "Magnolia" refers to Magnolia Hi-Fi, LLC, and the words "you" and "your" refer to the purchaser or transferee of this Plan, including the lessee, if the product was acquired under a rental or lease-purchase transaction ("LTO Arrangement").

LTO ARRANGEMENT: Where the product was initially acquired under an LTO Arrangement, any store credit, gift card or other cash settlement or refund will be paid to the owner of the Covered Product at the time the settlement is made. This will be the lessor if you have not yet acquired ownership of the Covered Product. 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 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.

1. The Plan.
These terms and conditions of this service contract ("Terms and Conditions") govern the hardware services and, if applicable, accidental damage from handling coverage we will provide you under the above-mentioned plans (each referred to herein as a "Plan") for the product identified on your purchase receipt as having coverage under a Plan ("Covered Product"). The Covered Product shall include any accessories included in the original packaging. These Terms and Conditions describe the coverage under each type of Plan ("Coverage"). Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer's hardware warranty.

2. When Your Plan Begins and Ends.
Your Plan begins on the later of (i) the date you purchase this Plan, (ii) the date you pick-up your Covered Product from a Best Buy store if ordered on-line or over the phone, or (iii) the date your Covered Product is shipped from our store or warehouse (whether to your specified delivery address or to an alternate non-Best Buy pick-up location). The "Coverage Period" means the date your Plan begins as per the preceding sentence and shall end as explained below depending on what type of Plan you purchased:

a. **One-Time-Pay Plans**. If you paid for your Plan in one payment, Coverage under your Plan will end one, two, three, four or five years from the date on which it started depending on the length of the Plan you purchased unless it is renewed or cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with Section 12(c) hereof.

b. **Monthly Paid Term Plan**. If you select a Plan for a set period (e.g., 24 months) and pay for it on a monthly basis, Coverage under your Plan will continue for the set Plan period, unless it is renewed, or is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 12(c). Until the Plan described in this paragraph is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 12(c), you authorize Best Buy to

charge your credit or debit card for the amount specified on your payment receipt, plus tax, for each month of the set Plan period specified on your payment receipt. Your account must be current to receive service.

c. **Continuous Monthly Plans. If you select a Plan that automatically renews on a month-to-month basis, Coverage under your Plan will continue and you authorize Best Buy to charge your credit or debit card for the amount specified on your payment receipt each month until your Plan is cancelled, we have fulfilled our obligations under the Plan in accordance with Section 12(c), or we discontinue the monthly renewals in accordance with Section 12(a) ii.** Your account must be current to receive service.

d. **Cancellations/Renewals/Fulfillment**. **You can cancel your Plan at any time by visiting the Plans & Subscriptions page while logged into your Account at https://www.bestbuy.com/services/planlist, requesting cancellation in-person at any Best Buy store, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us at the address listed in Section 12(b)(II), below.** For more information on how your Plan may be cancelled or renewed or how our obligations are fulfilled under your Plan in their entirety, please refer to Section 12, below.

3. Manufacturer's Warranty.

a. **This Plan provides you with benefits that supplement the manufacturer's warranty. Parts and coverage available under the manufacturer's warranty are not covered by the Plan.** Therefore, Coverage for hardware failure described in Section 5.1 will begin when the manufacturer's warranty expires except that if the manufacturer's warranty does not cover one of the listed Coverage items in Section 5.1, this Plan will provide coverage on the Plan start date.

b. You can therefore file a claim directly with the manufacturer for any coverage under the manufacturer's warranty. If your Covered Product is replaced by the manufacturer, your replacement device will become the Covered Product under this Plan, provided you contact us (call 1-800-GEEKSQUAD (1-800-433-5778)) to provide the serial number and any other information requested so that we can properly identify the new device as the Covered Product.

c. On the other hand, if you first come to Best Buy for a problem covered by the manufacturer's warranty, although not covered nor an obligation of ours under this Plan, Best Buy may be able to help you, depending on the type of product and Best Buy's current arrangement with the manufacturer. For example, Best Buy may be able to repair or allow the return of your Covered Product if Best Buy is authorized to do so by the manufacturer. In other cases, Best Buy may offer to repair or allow the return of your Covered Product if you agree to cancel your Plan and, in this case, all obligations owed to you under the Plan will be considered fulfilled. In some cases, the only option will be to contact the manufacturer to make your claim.

4. Types of Plans.

a. **GSP Plan.** This Plan includes hardware service as described below.

b. **GSP Plan with ADH.** This Plan includes hardware service and accidental damage from handling coverage as described below ("ADH Coverage"). ADH Coverage may also be referred to in some materials as coverage for "drops, spills, and cracks." If you purchased this Plan, it may be abbreviated and identified as "ADH" or a similar marking on your receipt.

c. **GSP-R Plan.** This Plan includes hardware service as described below and in the event of a valid claim, we will replace, not repair, your Covered Device. If you purchase this Plan, it may be identified as "PRODUCT REPLACEMENT" or abbreviated and identified as "GSP-R" on your receipt or a similar marking.

5. What is Covered?

5.1 Hardware Service

a. Subject to your payment of a service fee for a claim submitted on a mobile phone and the claim limits described herein, we will repair or replace your Covered Product if you notify us of a hardware failure that occurred during the Coverage Period resulting from:

i. Defects in material or workmanship;

ii. Normal wear and tear;

iii. Dust, internal overheating, internal humidity/condensation;

iv. Power surge/fluctuation (including power surge caused by lightning);
v. Defective pixels for those Covered Products that have a pixel-based display. Pixel repair will be based upon three defective pixels throughout the entire display area;
vi. Screen image burn-in;
vii. **One-Time Battery Replacement.** The non-disposable battery fails to hold a charge per the manufacturer guidelines. You are limited to one battery replacement claim per Plan term, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months. For mobile phones, you will be required to pay a service fee, as described in Section 5.4(b) below, if we elect to fulfill this battery replacement by exchanging your device with a replacement device (new or refurbished) or compensating you as explained in Section 7(b).
viii. **One-Time Remote Control / Controller Replacement.** If a remote control or controller qualifies for hardware service described above or ADH Coverage described in Section 5.2, you are limited to one replacement per Plan term, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months. Coverage applies only to a remote control or controller that was included with the Covered Product in the original packaging at the time of purchase.
ix. **Re-installation Costs Included**. Certain Covered Products as indicated in Section 5.4 qualify for re-installation coverage, meaning that we will cover the re-installation costs for a replacement or a serviced Covered Product exclusive of parts such as mounting brackets, kits, etc. that may be needed to complete the installation.

b. **Service Fee.** With respect to a claim submitted for a mobile phone, you will be required to pay a service fee as described below in Section 5.4(b).
c. **No Lemon Benefit.** If the Covered Product requires a third repair concerning the same defect during the Coverage Period (including any renewal period), we will provide you with a remedy in accordance with the terms of Section 7(b) or 7(c) below (the "No-Lemon Benefit") and our obligations under this Plan will have been fulfilled in their entirety. This No Lemon Benefit shall also be subject to the following:
i. You must complete the transaction within 90 days from the date of our No-Lemon Benefit authorization.
ii. **The following services do not qualify as a repair for purposes of determining the No-Lemon Benefit: ADH Coverage repairs and replacements; parts and service covered under the manufacturer's warranty or by a manufacturer's recall; preventative maintenance; cleanings; troubleshooting and diagnosis; any technical support services in relation to computer software-related issues; virus and/or spyware damage/removal; a valid no-fault-found determination; customer education; accessory repairs/replacements (e.g., ice makers, chargers, disposable batteries).**
d. **Product Specific Terms.** In addition to the terms above, please see the additional specific Coverage terms for the Covered Products identified in Section 5.4.

5.2 Accidental Damage from Handling ("ADH")

Subject to your payment of a service fee for claims made on mobile phones as explained in Section 5.4(b) and the claim limits described below in Section 12(c), if during the Coverage Period you submit a valid claim notifying us that the Covered Product has failed due to accidental damage from handling (ADH), we will either (i) repair the damage using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Product with a replacement product that is new or equivalent to new in performance and reliability.

ADH Coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional event (e.g. drops from elevated heights and spills, including complete liquid submersion) that arises from your normal daily usage of the Covered Product as intended for such Covered Product. We may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We may deny your claim if you fail to provide information relating to the accident when asked. We also reserve the right to determine the applicability of ADH Coverage based upon the condition of the Covered Product at the time of the claim.

5.3 GSP-R Plan

If purchased, a GSP-R Plan provides for the replacement of your Covered Product when we determine that it qualifies for coverage under Section 5.1(A) or, if you purchased a plan with ADH Coverage, under the terms of Section 5.2. If we make such a determination, we will replace your Covered Product in accordance with the replacement terms in Section 7. If the Covered Product is a CD, DVD, Blu-Ray disc, or video game software title, we will replace it with the same product you purchased as described on your receipt unless the same product is no longer available, in which case you will be reimbursed by us in an amount not to exceed the original purchase price of your Covered Product including taxes.

5.4. Product Specific Coverage Terms

a. Home Theater Products (purchased at Best Buy or Magnolia):
    1. You are limited to making one claim during the term of this Plan to replace a bulb for Home Theater Projectors, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months.
    2. Removal and reinstallation of your TV, projector, or audio speakers. We will remove and/or reinstall your TV, projector, or audio speakers in the same location for service purposes provided the TV, projector, or audio speakers was installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider, or Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.
    3. In-home service will be provided for all TVs that are 42" and larger.
    4. Preventative maintenance checks and alignments on a carry-in basis for CD players, DVD players, Blu-ray players, TV/DVD combinations and Portable DVD players. The preventative maintenance checks are limited to one per Plan year.
    5. Universal Remote Controls and Control Systems. If your original universal remote control or control system was programmed by Best Buy or Magnolia as stated on the same purchase receipt as the one provided through the purchase of this Plan, and you receive a replacement product pursuant to these Terms and Conditions, we will cover the reprogramming costs. Reprogramming will be done on a carry-in basis, in-home, or through online assistance at our sole discretion.
b. Mobile Phones:
    1. You will be required to pay a service fee, as specified on your receipt, ranging from $4.99 to $199.99 for each claim you make on a mobile phone that is covered under the GSP Plan or a GSP Plan with ADH Coverage (except when we only replace your battery on your existing device). We will not charge a service fee for any claim that we fulfill that is also covered under the manufacturer warranty, any entitlement to the no Lemon Benefit, any rework necessary if we are alerted within 30 days of completing a repair or replacement on a prior claim (or 90 days in the case of major appliances);; and
    2. Our obligations will be fulfilled under this Plan (a) if we replace your device with a new device or issue you a store credit or gift card pursuant to Section 7(b); or (b) if we have fulfilled 3 mobile phone claims during your Plan term (excluding claims where we only replace your battery on your existing device), as applicable, by replacing your device with a refurbished product.
c. Tablets: Our obligations will be fulfilled under this Plan (a) if we replace your device with a new device or issue you a store credit or gift card pursuant to Section 7(b); or (b) if we have fulfilled 2 tablet claims during your Plan term (excluding claims where we only replace your battery on your existing device), as applicable, by replacing your device with a refurbished product.
d. Appliances:
    1. In addition to the coverages for the products specifically listed in this subsection, this Plan also provides for the removal and reinstallation of an appliance in the same location for service purposes provided that the appliance was installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider, or a Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.
    2. Refrigerators and Freezers:
        i. Up to a $300 reimbursement for food or medication spoilage due to a Covered Product failure event as described in Section 5.1(A). Food spoilage resulting from power outage not impacting functionality is not covered.

ii. You have up to 90 days from the date of our authorization or before the Plan expires, whichever comes first, to submit your spoilage reimbursement claim.
iii. You are entitled to one spoilage reimbursement per Covered Product failure event.
iv. You are required to complete and submit a claim form, which can be found at www.bestbuy.com/GSPFoodSpoilage. This form provides space to itemize each food spoilage reimbursement claim. Along with this form please include copies of the work order and original Best Buy sales receipt and mail or email the paperwork to the contact below.

Best Buy
ATTN: GSP Reimbursements
7601 Penn Ave South
Richfield, MN 55423

Email: Reimbursement@bestbuy.com

e. Home Office Equipment: One bulb replacement of your original bulb for multimedia projectors during the term of this Plan.
f. Digital SLRs: Carry-in preventative maintenance checks are limited to digital SLRs and one per Plan year.
g. Car Electronic Products:
   1. Preventative maintenance checks and alignments for CD players, DVD players and TV/DVD combinations. The preventative maintenance checks are limited to one per Plan year.
   2. Car stereo blown speaker components will be covered if they were used under normal conditions consistent with the manufacturer's intended use.
   3. We will remove and/or reinstall your car audio product in the same vehicle for service purposes provided the product was installed by a Geek Squad Auto Technician as stated on the same purchase receipt as the purchase of this Plan.

6. What's Not Covered?

In addition to any other Coverage and Product-specific exclusions identified above, claims and Coverage under this Plan will be denied in the following situations:

- **a. Cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;**
- **b. Theft, misplacement, reckless, abusive, willful, or intentional conduct associated with handling and use of the Covered Product;**
- **c. Damage caused by accident including but not limited to damage to shelves, bins, knobs, and handles that is not caused by ordinary wear and tear (unless you have purchased ADH Coverage and it is a covered event as stated in Section 5.2);**
- **d. Faulty installation, repair, or maintenance by anyone other than a Best Buy-authorized service provider;**
- **e. Damage to or failure of upgrades or add-on accessories that were purchased separately from the Covered Product (e.g., upgraded memory, non-factory installed ice makers, screen shields);**
- **f. Consumer replaceable or consumable items including but not limited to toner, ink, ribbons, cartridges, filters, hoses, bulbs (unless otherwise specified in Section 5.4);**
- **g. Extreme environmental conditions (including extreme temperature or humidity) leading to problems such as external condensation and mold;**
- **h. Acts of God including lightning, fire, flood, earthquakes and other external causes;**
- **i. Use outside of the permitted or intended uses described by the manufacturer;**
- **j. Damage caused by contact with any human or animal bodily fluids and biohazardous material/liquids;**
- **k. Damage caused by insect infestation or rodents;**
- **l. Covered Products that have been lost or stolen (this Plan only applies to products returned in their entirety);**

m. **If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product unless you show that you received a replacement product from the manufacturer under the manufacturer's warranty;**
n. **The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any software or data residing or recorded in your Covered Product (when providing repair or replacement service, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);**
o. **The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any hardware or system as a result of unauthorized access to the Covered Product's data or systems, includes damage resulting from a denial of service attack, or the receipt or transmission of malicious code;**
p. **If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;**
q. **Preventative maintenance, including firmware updates, on the Covered Product unless specified in Section 5.4;**
r. **Damage that is secondary damage or any damage that would be ordinarily covered under a primary insurance policy (e.g., car accident causes damage to the Covered Product);**
s. **Protection against any other act or result not covered by this Plan; and**
t. **Any resultant damage to the Covered Product that arises from one or more conditions described above.**

7. Repair or Replacement of Covered Products.
Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:

a. Repairing your Covered Product (unless you have purchased a GSP-R Plan, in which case only options (b) and (c) immediately below will apply). Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished, reconditioned, or non-original manufacturer's parts that perform to the factory specifications.
b. Reimbursing you for the costs towards the purchase of a replacement product of like kind, quality and comparable performance (a "Comparable Replacement") with a store credit, gift card, or check in an amount not to exceed the original purchase price of your Covered Product including taxes. Technological advances or other factors may result in the Comparable Replacement having a lower selling price than the original Covered Product, in which case we may issue the store credit, gift card, or check in an amount equal to the purchase price of the Comparable Product including taxes.
c. Replacing your Covered Product with a product of like kind, quality and of comparable performance. If we replace your Covered Product, the following may apply:
    i. Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
    ii. Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts; and
    iii. Covered Products and parts which are replaced become our property except where prohibited by law.

8. How to Obtain Service and Support?
You may obtain service by visiting a Best Buy store in the U.S., accessing our website, www.bestbuy.com/geeksquad, or by calling us at 1-800-GEEKSQUAD (1-800-433-5778). The type of information, service, or support available through any particular channel depends on the nature of the Covered Product; store and call center hours vary. If you are outside the U.S. and require immediate hardware service or ADH Coverage, see Section 9.2 below and go to www.bbyintl.com for further instructions.

9. Service Options.
9.1 In the U.S., Best Buy or an authorized service provider will provide service to you on behalf of AWG through one or more of these options:

i. Carry-in service. Carry-in service is available for most Covered Products. Return the Covered Products to a Best Buy store in the U.S. Service will be performed for you at the store or the store may send the Covered Product to another location. You will be notified when service is complete. It will be your responsibility to promptly retrieve the Covered Product.

ii. In-home service. If in-home service is provided under the manufacturer's warranty for Covered Products that are major appliances, air conditioners, over-the-range microwaves and fitness equipment, then in-home service will be provided under this Plan. Also, in-home service will be provided for all TVs that are 42" and larger. We may attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service.

iii. Mail-in service. Direct mail-in service is available for select Covered Products. If we determine that your Covered Product is eligible for mail-in service, we will send you prepaid way bills (and packaging material if necessary) and you will ship the Covered Product to a location in accordance with our instructions. Once service is complete, we will return the Covered Product to you. We will pay for shipping to and from your location if you follow all instructions.

iv. Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Product products. DIY parts service is available for many Covered Product parts or accessories and this will allow you to service your own Covered Product. If ERS or DIY parts service is available, the following terms will apply.

   a. Service where we deliver a replacement product or part to you in advance of us receiving your original Covered Product or part from you. In these cases, we may require that you authorize a charge to your credit card as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide a credit card authorization, we may offer alternative arrangements for service, at our sole discretion. We will ship a replacement product or part to you pursuant to instructions and any requirements for the return of the replaced product. If you follow the instructions, we will cancel the credit card authorization, so that you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed, return a replacement product or part that is ineligible for service, or do not unlock your device and turn off any device tracking feature or service, we will charge the credit card for the authorized amount.

   b. Service where we do not require return of the replaced product or part. We will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

   c. **We are not responsible for any labor costs you incur in respect to ERS or DIY parts service.** Should you require further assistance, you should contact us at 1-800-GEEKSQUAD (1-800-433-5778).

9.2 International service. If you are outside of the U.S., we will reimburse you for the cost to repair your Covered Product or, if your Covered Product is not repairable, the cost of a replacement product of like kind, quality, and comparable performance (a "Comparable Replacement") subject to the limitations in this section. You should contact the manufacturer to obtain the name of a manufacturer-authorized service center/depot and drop your Covered Product off to that servicer for service. In the event that there is not a manufacturer-authorized servicer in that area, you should obtain service from a reputable service provider, if available. You are required to pay the relevant service provider for repairs or replacement, as applicable, and then submit the bill for our reimbursement. To be reimbursed for the service that has been completed and paid for by you, please go to www.bbyintl.com. All reimbursements will be made in US currency only and, at our discretion, may be made with a store credit, gift card or check in an amount that shall not exceed the lesser of (a) the original purchase price of your Covered Product including taxes, (b) the amount actually paid for the repairs or replacement device, or (c) when a replacement device is purchased that is not a Comparable Replacement, the value of a Comparable Replacement as determined by us. Technological advances or other factors may result in the Comparable Product having a lower selling price than the original Covered Product. Service will be limited to the options available in the country where you request service.

9.3 We reserve the right to change the method by which we may provide repair or replacement service to you, and your Covered Product's eligibility to receive a particular method of service.

9.4 We may call or text you at any phone number that you provide us (including any mobile number) to inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). Calls may be live or pre-recorded and calls or texts may be made via an automated dialing system. Voice and data rates may apply. By providing your phone number you consent to be contacted by us or authorized third parties performing services on our behalf.

10. Your Responsibilities.

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

i. You will provide a copy of this Plan and a copy of your purchase, exchange, and service receipts, if requested.
ii. You will provide information about the symptoms and causes of the issues with the Covered Product.
iii. You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.
iv. You will follow instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions.
v. You will make sure to back up software and data residing on the Covered Product prior to obtaining service from us.
vi. You are responsible for delivering and picking up your Covered Product for carry-in service.
vii. You will be required to sign a service order disclaimer or other service order terms to obtain repairs or a replacement device. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
viii. You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

11. ELIGIBILITY FOR COVERAGE; TRANSFERRING YOUR PLAN.

We will provide service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product. If ownership of the Covered Product has changed and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts, as well as any service repair receipts or exchange receipts, should be transferred to the new owner. You may call 1-800-GEEKSQUAD (1-800-433-5778) to transfer your Plan. In the case of an LTO Arrangement, this Plan will automatically be transferred from the lessor to the lessee upon the lessee's fulfillment of all terms of the LTO Arrangement, and such lessee will become the sole owner of this Plan.

12. RENEWAL; CANCELLATION; FULFILLMENT OF PLANS.

a. **Renewal.**

i. One Time Pay and Monthly Paid Term Plans. At our discretion, we may offer you a renewal of this Plan or a new service contract. If we elect to renew this Plan, the claims limits applicable to your Covered Product and the limit of liability set forth in Section 14 herein shall reset. The renewal term and price may vary based on the age, condition of the Covered Product, and current service costs at the time of the renewal. It is at our discretion to determine the type of renewal benefits for which your Covered Product is eligible. If we elect to offer you a new service contract, it may contain different coverage and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of your Plan.

Therefore, you may not receive any communication from us prior to your Plan expiring unless we offer you a renewal of this Plan or a new service contract.

ii. Continuous Monthly Plans. Continuous Monthly Plans will provide Coverage on a month-to-month basis for a minimum of 36 months from the original Plan start date. At any time following the initial 36 months of Coverage, at our discretion and provided that we give you at least 60 days' notice, we may elect to discontinue further renewals of your Continuous Monthly Plan, offer you a new service contract that contains different coverage and benefits as compared to your original Plan, or offer you a renewal term and price that may vary based on the age, condition of the Covered Product, and current service costs at the time of the renewal offer. It is at our discretion to determine the conditions under which we may offer you a renewal or new service contract, or the type of benefits for which your Covered Product is eligible.

b. **Cancellation.**

i. **Cancellation by Us.** This Plan may be cancelled by us for any non-payment of the purchase price of this Plan or the monthly fee if you have purchased a Monthly Paid Term Plan or Continuous Monthly Plan or any amount that becomes due under this Plan ("Non-Payment Event"). If a Non-Payment Event occurs, we will provide you written notice, via mail and/or email, of the Non-Payment Event. This Plan may also be cancelled by us for fraud, material misrepresentation or omission, a substantial breach of your contractual obligations under this Plan including those concerning the Covered Product or its use, or due to an unsafe work environment or conditions, as determined by us. In these cases, we will not be required to provide a written notice to you regarding the cancellation. If we cancel this Plan for any reason and you have paid for a Plan term in advance per the One-Time-Pay Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. We may also suspend our obligations under this Plan while a Non-Payment Event exists or any other situation where we have a right to cancel this Plan (e.g., failing to send to us your defective device after we've given you a replacement product.)

ii. **Cancellation by You.** There are no fees to cancel this Plan. **You may cancel this Plan at any time, for any reason, by visiting the Plans & Subscriptions page while logged into your Account at https://www.bestbuy.com/services/planlist, requesting cancellation in-person at any Best Buy store, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us.** If you cancel your One-Time-Pay Plan within 30 days of your Plan's purchase, you will receive a full refund of the price paid for the Plan, less the value of any service provided to you under this Plan. If you cancel your One-Time-Pay Plan more than 30 days after your purchase of the Plan, you will receive a pro rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. If you have purchased a Monthly Paid Term Plan or a Continuous Monthly Plan and you cancel your Plan, you will be given a pro-rated refund of the portion of the monthly fee you paid based on the number of days remaining in month beyond the cancellation date, except that a deduction can be made for the cost of any services received in the month of cancellation. For the Monthly Paid Term Plan and the Continuous Monthly Plan, it may take up to 60 days for the cancellation to be reflected on your credit card statement.

Mail cancellation requests along with this document and all original receipts to:
AWG / GSP Plans ATTN: Cancellations
P.O. Box 9312 Minneapolis, MN 55440-9312

iii. **Cancellation of Plans Subject to LTO Arrangement**. If this Plan is canceled for any reason as set forth herein, you acknowledge and agree that any refund due will be paid to the lessor/owner of the Covered Product at the time the refund is made, as provided in the LTO Arrangement section above.

c. **Fulfillment of Plans**. Our obligations under your Plan will be fulfilled in their entirety if:

i. For mobile phones, (a) we replace your device with a new device or issue you a store credit or gift card as explained in Section 7(b); or (b) if we have fulfilled 3 mobile phone claims during your Plan term (excluding claims where we only replace your battery on your existing device) by replacing your device with a refurbished product.

ii. For tablets, (a) we replace your device with a new device or issue you a store credit or gift card as explained in Section 7(b); or (b) if we have fulfilled 2 tablet claims during your Plan term by replacing your device with a refurbished product.

iii. For all other Covered Products, except when covered by a Continuous Monthly Plan, our obligations will be fulfilled in their entirety if we replace your Covered Product with a new product or if we issue you a store credit or gift card as explained in Section 7(b).

iv. For Continuous Monthly Plans, except for mobile phones covered by a Continuous Monthly Plan, our obligations will be fulfilled in their entirety if we issue you a store credit or gift card as explained in Section 7(b). If we replace your Covered Product, your replacement device will become the Covered Product under your Continuous Monthly Plan.

d. **Fulfillment of Plans Subject to LTO Arrangement**. If your plan is subject to fulfillment by store credit or gift card settlement pursuant to Section 12(c) above or is otherwise fulfilled by an agreed cash settlement in lieu of repair or replacement of your Covered Product, as applicable, you acknowledge and agree that such settlement will be paid to the lessor/owner of the Covered Product at the time the settlement is made, as provided in the LTO Arrangement section above.

13. AVAILABILITY OF SERVICES.

While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

14. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

I. WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF USE, OR LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN;

II. FOR ANY SINGLE CLAIM, OUR LIABILITY SHALL BE, AT OUR SOLE DISCRETION, THE COST OF (A) REPAIRS AUTHORIZED BY US, (B) REPLACEMENT WITH A NEW OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY THAT IS OF COMPARABLE PERFORMANCE; OR (C) THE AMOUNT OF A GIFT CARD OR STORE CREDIT THAT WE PROVIDE YOU, WHICH SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR COVERED PRODUCT INCLUDING TAXES; PROVIDED THAT FOR ANY FOOD OR MEDICATION SPOILAGE CLAIM, OUR LIABILITY SHALL NOT EXCEED $300; AND

III. EXCEPT FOR CONTINUOUS MONTHLY PLANS, OUR TOTAL LIABILITY UNDER THIS PLAN, IN THE AGGREGATE, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR COVERED PRODUCT INCLUDING TAXES.

WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

The Insurer and Obligor shall not be deemed to provide cover and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

15. BUNDLED PRODUCTS AND SERVICES DISCOUNTS.

We may discount the price of this Plan or the price of merchandise or other services purchased together with this Plan as part of a bundled offer. If you purchased this Plan and received a discount on merchandise or other services purchased together with this Plan as a result of such a bundled offer and later return an

item of purchased merchandise or cancel a service that was part of the bundled offer, any refund you are entitled to will be reduced by the value of the bundling discount received.

16. INSURANCE.
This Plan is not a contract of insurance, but it is secured by an insurance policy provided by Illinois National Insurance Company, 1271 Ave of the Americas FL 37, New York, New York 10020-1304 , Ph: (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, and VA, which are covered by New Hampshire Insurance Company, 500 W. Madison St., Suite 3000, Chicago, IL 60661, Ph: (800) 250-3819. If, within 60 days, we have not paid a claim, provided you with a refund, or if you are otherwise dissatisfied, or we are no longer a going concern, you may make a claim directly to the insurance company by contacting the insurer at the address or phone number listed above. Please enclose a copy of your Plan when sending correspondence to the Insurer.

17. PRIVACY.
It is our policy to respect the privacy of our customers. For information about Best Buy's privacy practices, please visit bestbuy.com/privacy. For information regarding AWG's privacy practices, please visit https://www.aig.com/privacy-policy.

18. PLAN CHANGES.
We may, at any time, revise these Terms and Conditions including the price and applicable service fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Terms and Conditions, you may cancel any Plan provided pursuant to these Terms and Conditions without penalty. If you do not cancel a Plan within the Notice Period, your continued payment of monthly charges (if applicable) or request for service under a Plan after receiving notice of a change in these Terms and Conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Terms and Conditions. In any event, you may cancel a Plan at any time in accordance with Section 12, above. If we adopt any revision to these Terms and Conditions that would broaden your Coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to any Plans in force.

19. GENERAL
a. These Terms and Conditions and your purchase receipt (which contains the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.
b. This Plan covers pre-existing conditions unless you purchase this Plan more than 15 days after taking delivery of the Covered Product.

20. STATE-BY-STATE VARIATIONS.
The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions, and if no claim has been made during this period, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. We will deny coverage for the reasons set forth in Section 6 (What's Not Covered) only if these situations occurred while you own the Covered Product. Further, Section 17(b) shall be replaced with the following: This Plan covers pre-existing conditions unless you purchase this Plan more than 15 days after taking delivery of the Covered Product; provided, however, this Plan will cover pre-existing conditions that were known or that reasonably should have been known by Us.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received. For information regarding AWG's privacy practices and your rights under the California Consumer Privacy Act, please visit https://www.aig.com/privacy-policy. For information about Best Buy's privacy practices please visit bestbuy.com/privacy.

Connecticut Residents: If your term of coverage is less than one (1) year, this Plan is automatically extended while the product is being repaired. You may cancel this Plan if you return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If we are unable to resolve any disputes with you regarding this Plan, you may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine at our sole discretion that your Covered Product cannot be repaired or your Covered Product provides for replacement instead of repair, we will replace your Covered Product with a product of like kind and quality that is of comparable performance or reimburse you for the costs towards a replacement (a "Comparable Replacement") by issuing you a store credit, gift card or check, at our discretion, in an amount not to exceed the original purchase price of your Covered Product including taxes. Technological advances or other factors may result in the Comparable Replacement having a lower selling price than the original Covered Product, in which case we may issue the store credit, gift card, or check in an amount equal to the purchase price of the Comparable Product including taxes. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. If we cancel this Plan, we will send written notice at your last known address at least thirty (30) days prior to the cancellation date. For cancellations by you within thirty (30) days of your Plan's purchase, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. This Plan excludes coverage for incidental and consequential damages only to the extent such damages are known to you or reasonably should have been known to you. Should a discrepancy arise in the interpretation of a given issue between the English version and a version issued in another language, the English version will take precedence in all matters.

Hawaii Residents: Any refund not made within forty-five (45) days shall include ten percent (10%) per month penalty. This Plan does not cover consequential damages, but covers pre-existing conditions as provided in 17(b). In the event we cancel this Plan, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars ($50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars ($50.00).

Michigan Residents: If performance of the service contract is interrupted because of a strike or work stoppage at Our place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents: We will not reimburse for any services performed without Our prior approval. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase and you have not made a claim under this Plan, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars ($25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; (4) you fail to pay any amount due; or (5) you are convicted of a crime which results in an increase in the service required under the service contract. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. This Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, your Plan will be cancelled. If you are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

New Jersey Residents: **The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.** You may cancel this Plan within twenty (20) days of the date the Plan was sent to you or within ten (10) days of your receipt of the Plan, or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and we shall provide you with the full purchase price or amount paid for the Plan by refund or credit to your account. A ten percent (10%) penalty per month, based upon the purchase price of this Plan, will be added to a refund that is not made within forty-five (45) days of cancellation of the Plan.

New Mexico Residents: You may return this Plan within twenty (20) days of the date this Plan was mailed to you, or within ten (10) days if the Plan was delivered to you at the time of sale. If you made no claim, the Plan is void and the full purchase price will be refunded to you. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of your return of the Plan. If you cancel this

Plan thereafter, you will be refunded the remaining days of coverage on a pro-rated basis, less costs for service performed. These provisions apply only to the original purchaser of the Plan. This Plan is insured by Illinois National Insurance Co. If the Plan 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 Illinois National Insurance Co. at 175 Water Street, 15th Floor, New York, NY 10038, Telephone number 1-800-250-3819. If you have any concerns regarding the handling of your claim, you may contact the Office of the Superintendent of Insurance at 1-855-427-5674. If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (year, whichever occurs first, unless: (a) you fail to pay any amount due; (b) you are convicted of a crime which results in an increase in the service required under the Plan; (c) you engage in fraud or material misrepresentation in obtaining this Plan; (d) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (e) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

New York Residents: You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to you at the time of sale or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and we shall refund to you the full purchase price of the Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. This return and penalty provision shall only apply to the original purchaser of the Plan.

Oklahoma Residents: This plan is not issued by the manufacturer or wholesale company marketing the product covered by this plan. This plan will not be honored by such manufacturer or wholesale company. If either you or we cancel this plan, the return of the plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the plan, less the cost of any service received. In the event the contract is canceled by the plan holder, return of the plan price shall be based upon ninety percent (90%) of the unearned pro rata provider fee. In the event the contract is canceled by the association, return of the plan price shall be based upon one hundred percent (100%) of unearned pro rata provider fee. The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130. Oklahoma License Number 44200930.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to submit a claim directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan.

Texas Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase and you have not made a claim under this Plan, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee of twenty-five dollars ($25.00) or ten percent (10%) of the Plan fee, whichever is less. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. AWG: TDLR Lic #:162.

Utah Residents: This Plan 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. We can cancel this Plan during the first sixty (60) days, by mailing to you a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that we can also cancel this Plan during such time period for nonpayment of premium by mailing you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, we may cancel this Plan by mailing a cancellation notice to you at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless you should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to you at your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within twenty-four (24) hours after you report your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Plan will be considered if you can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

Vermont Residents: If no claim has been made under this Plan, you may return the Plan within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Plan.

Virginia Residents: 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 to file a complaint.

Washington Residents: This right to void the Plan is not transferable and applies only to the original Plan Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. If we cancel this Plan for any reason, we must mail you written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this Plan.

Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE**. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

a. A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider.
b. The notice under paragraph (a) shall state the effective date of the cancellation and the reason for the cancellation.
c. If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid.
d. The provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. You may, within twenty (20) calendar days of the delivery of this Plan, reject and return this Plan for a full refund, less any claims paid, if applicable. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. In the event of a total

loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. This Plan is backed by a contractual liability policy with limits of liability of $5,000 per claim and $25,000 in aggregate per Plan.

e. AIG WarrantyGuard, Inc. is the Administrator for this Contract.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us (a) within 20 days after the date we have mailed the Plan to you, (b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

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