

The Obligor of this Plan is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819, except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.

The Insurer of this plan is Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819.

The Administrator of this plan is EVSTAR, LLC.

**FOR SERVICE:**

**Call 866-786-1414 or go to [www.claims.goevstar.com](http://www.claims.goevstar.com)**

**THIS PLAN WILL AUTOMATICALLY RENEW IN ACCORDANCE WITH THE TERMS BELOW. YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT METHOD EACH PROTECTION PERIOD UNTIL THIS PLAN IS CANCELED OR NON-RENEWED.**

**CA RESIDENTS: THE AFFIRMATIVE CONSENT OF THE CONTRACT HOLDER TO THIS PROVISION HAS BEEN OBTAINED AT THE TIME OF SIGNING. PROOF OF THIS CONSENT IS ON FILE WITH THE ADMINISTRATOR. SHOULD YOU WISH TO CANCEL THIS CONTRACT, PLEASE SEE THE CALIFORNIA RESIDENTS' SECTION FOR YOUR CANCELATION METHODS.**

1. **INTRODUCTION.** These Mobile Protection Plan terms and conditions and Your Order Confirmation (collectively the “Plan”) govern the service contract between You and Us on Your Covered Product, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand Your Plan’s coverage.

**This Plan requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 10 for further information that affects Your legal rights.**

2. **DEFINITIONS.** Under this Plan, the following terms have the meanings set forth below:
  - (a) “Administrator” means EVSTAR LLC, with an address at 6864 W 153rd Street, Overland Park, Kansas, 66223.
  - (b) “Covered Product” means the mobile phone that is covered under this Plan, including any accessories in the original packaging. The Covered Product is listed on Your Certificate of Coverage.
  - (c) “Expiration Date” means the date that coverage under this Plan ends, as listed on Your Order Confirmation.
  - (d) “Initial Term” is defined in Section 3. **YOUR PLAN WILL AUTOMATICALLY RENEW AT THE END OF EACH TERM.**
  - (e) “Obligor,” “We,” “Us,” and “Our” mean AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.
  - (f) “Order Confirmation” means the purchase confirmation email or document that You receive from the Administrator for this Plan that identifies the Covered Product, the Plan Purchase Date, the Expiration Date, the Plan Price, the Seller, and the Service Fee, if any, applicable to this Plan.
  - (g) “Plan” is defined in Section 1.
  - (h) “Plan Price” means the total price that You paid for this Plan, as listed on Your Order Confirmation.
  - (i) “Plan Purchase Date” means the date that You purchased this Plan, as listed on Your Order Confirmation.
  - (j) “Plan Expiration Date” means the date that Your Plan will terminate, as listed on Your Order Confirmation.
  - (k) “Renewal Term” is defined in Section 3.
  - (l) “Seller” means the entity that sold you this Plan, as identified on Your Order Confirmation.

- (m) "Service Fee" means the non-refundable administrative fee that You are required to pay per claim, if any, prior to receiving services under this Plan. If a Service Fee applies to Your Plan, it will be included on Your Order Confirmation.
- (n) "Term" is defined in Section 3.
- (o) "Wait Period" means the thirty (30) day period from the Plan Purchase Date for Covered Products which are not purchased at the time You purchase this Plan.
- (p) "You" and "Your" means the original purchaser of the Covered Product and this Plan or any valid transferee or assignee of the Plan owner.

### 3. **COVERAGE TERM.**

- (a) This Plan commences on the Plan Purchase Date and remains in effect for an Initial Term of one month ("Initial Term"). This Plan automatically renews, at Our discretion, at the end of the Initial Term for subsequent monthly terms (each, a "Renewal Term") unless it is properly cancelled, terminated, or non-renewed.
- (b) If You did not purchase Your Covered Product at the time You purchased this Plan, Your Plan includes a Wait Period from the Plan Purchase Date before You become eligible for coverage. **ANY LOSSES THAT OCCUR OR TAKE PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE.** The Wait Period only applies to the Initial Term and does not apply to any Renewal Term. If You did purchase Your Covered Product at the time You purchased Your Plan, there is no Wait Period.
- (c) If the Covered Product is being serviced when this Plan expires on the Expiration Date, coverage will be extended until the applicable services are completed.

### 4. **ELIGIBILITY.**

- (a) The Covered Product must be in good working order as of the Plan Purchase Date to be eligible for coverage.
- (b) **This Plan does not cover pre-existing conditions or losses to Covered Products that occurred prior to the Plan Purchase Date or during the applicable Wait Period.**
- (c) The Covered Product must be on the Seller's network at the time of loss to be eligible for coverage.
- (d) The Covered Product will not be eligible for coverage if the serial or model numbers or labels have been removed, defaced, or made illegible.
- (e) We may require You to provide Your Plan's Order Confirmation when requesting service. Please keep these documents in a secure and readily accessible location for future use.
- (f) Your Plan payment(s) must be current to receive service.

### 5. **COVERAGE.**

- (a) Covered Losses. Subject to this Plan's limitations and exclusions, We will arrange and pay for the Covered Product's repair or replacement, as determined in Our sole discretion, upon the occurrence of one or more of the following covered damages or failures:
- (i) Mechanical/Electrical Failures & Power Surge: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in materials or workmanship or power surge. For clarity, a Covered Product fails to perform as the manufacturer intended when the Covered Product, under normal and intended use, fails to function substantially in accordance with the Covered Product's technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the Covered Product's purchase.
  - (ii) Accidental Damage from Handling ("ADH"): The Covered Product fails to perform as the manufacturer intended due to unexpected and unintentional mishandling during normal usage, such as accidental drops or liquid spills or submersions. During the claims process, ADH coverage requires an explanation of where, when, and how the accidental damage occurred. Failure to provide this information may result in claim denial.
- (b) Repair Parts/Replacement Products.
- (i) We will authorize You to have Your Covered Product repaired at one of our qualified repair sites. If there is not a qualified repair site near You, You may take Your Covered Product to a repair site of Your choosing and We will reimburse You for Your repair costs up to the limit of liability.
  - (ii) Any repaired or replaced Covered Product that We provide You or that You receive under the Covered Product's applicable manufacturer or supplier warranty will continue to be covered under this Plan for the remainder of the Term.
  - (iii) At the Administrator's sole discretion, repair parts or replacement products may be new, used, refurbished, non-original, or remanufactured and may not match the exact model or color as the original Covered Product.
  - (iv) We are not a service provider, technician, or product retailer. Repair and replacement services will be performed by independent, third-party contractors.
- (c) Service Fee. You must pay the Service Fee per claim, if any, prior to receiving any services under this Plan. Any required Service Fee will be collected by the Administrator through a valid credit or debit card payment at the time of opening a claim. The Service Fee is non-refundable. Please refer to Your Order Confirmation to determine if a Service Fee applies to Your Plan.
- (d) Limit of Liability. There is a two (2) claim limit per rolling twelve (12) month period based on the date of the first repair or replacement incident. If the claim limit is reached, no further repairs or replacements will be provided for the remainder of the

twelve (12) month rolling period. In no instance will Our liability under this Plan exceed the retail price of the Covered Product.

- (e) Cash Buyout Policy. If we are unable to repair Your Covered Product – as determined in Our sole discretion - We may buyout Your Plan with a cash settlement based on the Covered Product's original purchase price, excluding taxes, delivery, and installation fees. Upon issuance of a buyout check pursuant to this Section, Our obligations under this Plan will be considered fulfilled, no further claims are eligible for coverage, and We may, at Our expense, require the Covered Product to be returned to Us. If You fail to return a claimed device to Us in accordance with this Plan, the value of the device will be charged to Your wireless bill.

## 6. HOW TO FILE A CLAIM.

- (a) To file a claim, log into Our claims portal 24/7, 365 days at [www.claims.goevstar.com](http://www.claims.goevstar.com) or call the Administrator at 866-786-1414. The Administrator will help evaluate the issue and provide You with instructions for filing a claim. Customer service agents will be available to answer Your calls between the hours of 7am to 7pm CST, 7 days a week. After business hours and during the weekends, You may also leave a voice message describing Your claim, which We will respond to within 48 hours under normal circumstances.
- (b) We reserve the right to inspect the Covered Product upon receipt or at the time of service. We may request information such as the make and model of the Covered Product, serial number, International Mobile Equipment (“IMEI”) number, or original purchase date of the Covered Product.
- (c) Please note that the Administrator must authorize any repairs or replacements to be eligible for coverage. We may deny any claims or decline to reimburse You for any losses where You fail to follow this Plan's claims procedures or to receive the Administrator's approval prior to repair or replacement.
- (d) All claims must be reported prior to the Expiration Date to be eligible for coverage.

## 7. EXCLUSIONS. The following is not covered under Your Plan:

- (a) Losses that are covered under a manufacturer or supplier's warranty or that are subject to a manufacturer's recall;**
- (b) Losses other than ADH caused by Your failure to follow or adhere to the manufacturer's operation, care, and maintenance instructions, as outlined in the owner's manual for the Covered Product;**
- (c) Any pre-existing conditions or damages to Covered Products that occurred in the period prior to the Plan Purchase Date or during any applicable Wait Period;**
- (d) Unauthorized modifications, alterations, or enhancements to the Covered Product;**
- (e) Damages to nonfunctional or aesthetic parts, normal wear and tear, and cosmetic damage that does not impact the Covered Product's proper operation or functionality, including scratches, peeling, discoloration, stretching, dents, and chips**

- (f) Any accessories that are not included in the Covered Product's original packaging;**
- (g) Preventative cleaning, periodic checkups, and maintenance to a properly working and functioning Covered Product;**
- (h) Loss or damage, other than ADH, caused by any type of abnormal or improper use, abuse, misuse, neglect, or any other use otherwise inconsistent with the owner's manual or instructions;**
- (i) Loss or damage caused by intentional, willful, or reckless conduct or use;**
- (j) Incidental, consequential, or secondary damages, including loss of use or any damages arising from delays in requesting or rendering service under this Plan;**
- (k) Any third-party support services or software provided with the Covered Product; software or online service performance issues; and losses caused by third-party hardware, software, or accessory items;**
- (l) Any damage caused by unauthorized repairs or parts replacements;**
- (m) Loss or damage caused by external causes of any kind, other than ADH, including but not limited to war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, pandemic, epidemic, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, or acts of God;**
- (n) Covered Products that are lost or stolen;**
- (o) Claims made related to shipping damage, cleaning, preventive maintenance, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception).**
- (p) Covered Products purchased outside of the United States;**
- (q) Claims made under any improperly or incorrectly purchased Plan;**
- (r) Any cost recoverable under any other warranty, guarantee, or insurance policy, in which case, this Plan only provides secondary or excess coverage for covered losses, including the cost of any applicable deductible;**
- (s) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system within the Covered Product as a result of any cause other than inherent mechanical or electrical failure, including any unauthorized access or unauthorized use of such system, a denial of service attack or receipt or transmission of malicious code. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.**
- (t) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any electronic data within the Covered Product including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack or receipt or transmission of malicious code. Electronic data means any data stored on a computer system**

**We shall not provide coverage and We 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 Obligor, 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.**

## 8. CANCELLATION

- (a) You may cancel this Plan for any reason and at any time by initiating a request with the Administrator at 866-786-1414. Your cancellation will become effective at the end of the then-current Initial or Renewal Term.
- (b) If You request to cancel this Plan within thirty (30) days from the Plan Purchase Date without making any claims ("Free Look Period"), You will be refunded the full Plan Price.
- (c) If You request to cancel this Plan within thirty (30) days from the Plan Purchase Date after making a claim or after thirty (30) days from the Plan Purchase Date, You will receive at least a pro-rata refund of the Plan Price based on the elapsed Term, less the costs of any services or claims made.
- (d) At our discretion, We may non-renew this Plan at the end of the then-applicable monthly period after canceling Your underlying service plan from the Seller.
- (e) If this Plan was inadvertently sold to You on a product that was not intended to be covered by this Plan, We may cancel this Plan immediately upon notice and return the full Plan Price to You.
- (f) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We may cancel this Plan immediately and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.
- (g) In the event of non-payment by You, We may cancel this Plan immediately.

## 9. MISCELLANEOUS

- (a) Transferability. This Plan is not transferable or assignable by You to a new contract holder.
- (b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) Entire Agreement. This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- (d) Insurance Policy. This Plan is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within sixty (60) days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer 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.

- (e) Privacy Policy. We respect Your privacy. For information on Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- (f) Assignment. We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least thirty (30) days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- (g) **CHANGES TO THE PLAN: WE MAY CHANGE THE PLAN PRICE, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.**
- (h) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (i) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

## 10. **ARBITRATION & CLASS ACTION WAIVER**

**READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.**

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This



Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association (“AAA”) will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting [www.adr.org](http://www.adr.org). Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

## 11. STATE-SPECIFIC DISCLOSURES:

**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. 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 ten percent (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. We reserve the right to cancel this Plan for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued

**Arizona Residents:** In the event You do not receive satisfaction under this Plan, You may contact the Arizona Department of Insurance and Financial Institutions’ Consumer Protection Division at 100 N. 15 Ave., Suite 261, Phoenix, AZ 85007- 3630 or by calling 602-364-2499. Section 7(c) is deleted in its entirety and replaced with the following: **“ANY PRE-EXISTING CONDITIONS, DEFECTS, OR DEFICIENCIES, UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD HAVE REASONABLY BEEN KNOWN BY US OR THE PERSON SELLING THE SERVICE CONTRACT ON OUR BEHALF.”** Sections 8(b) and (c) are replaced with the following: “If this Plan is canceled, You will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by You for the Plan or seventy-five dollars (\$75), whichever is less.” Sections 8(d) through (g) are replaced with the following: “We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be immediate and without prior notice. We may not cancel or void this Plan for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.” The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. We will deny coverage for the reasons set

forth in these terms and conditions only if these situations occurred while You own the Covered Product. Obligations under this Plan are insured by an insurance policy issued by Illinois National Insurance Co.

**Arkansas Residents:** In addition to Your cancellation rights listed above, You may cancel this Plan within twenty (20) days of the date this Plan was mailed to You or within ten (10) days of delivery if this Plan is delivered to You at the time of sale or within a longer time period permitted under this Plan. If You have not received any protection, You are entitled to a full refund of the amount paid by You under this Plan. A ten (10%) penalty per month must be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Plan.

**California Residents:** For information regarding Our privacy practices and Your rights under the California Consumer Privacy Act, please visit <https://www.aig.com/privacy-policy>.

Section 8 is amended as follows:

Section 8(b) is replaced with the following: "Cancellation requests made within sixty (60) days from the start of the coverage Term or within thirty (30) days from receipt of the Plan, whichever is later, will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per annum will be added to the refund for each thirty (30) days or fraction thereof until the refund is paid. This only applies to the original Plan purchaser and is not transferable." Section 8(c) is replaced with the following: "Cancellation requests made more than sixty (60) days from the start of the coverage Term or after thirty (30) days from receipt of the Plan, whichever is later, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund of the Plan Price based on the elapsed coverage Term. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Plan or twenty-five (\$25) dollars, whichever is less." This Plan may be canceled by You for any reason, including the Covered Product being sold, lost, stolen or destroyed. California residents may submit complaints to the Bureau of Household Goods and Services (BHGS) by calling (916) 999-2041, or writing to 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or by visiting [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

In addition to other cancellation methods set forth in this Plan, You may cancel this Plan at any time by emailing [admin@evstar.com](mailto:admin@evstar.com), calling 866-786-1414, or using [www.claims.goevstar.com](http://www.claims.goevstar.com).

In-home services are not provided under this Plan. You are responsible for transportation costs of Your Covered Product to obtain service.

**Colorado Residents:** Action under this Plan 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.S.R., and a party to such an agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**Connecticut Residents:** In-home services are not available. If Your Protection Period End Date occurs while Your Covered Product is being repaired, Your coverage will extend until the repair is completed. Obligations under this Plan are insured by an insurance policy issued by Illinois National Insurance Co. If we fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. 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.

**District of Columbia Residents:** In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Plan within thirty (30) days of the date this Plan was mailed to You or the date of delivery if this Plan is delivered to You at the time of sale or within a longer time period permitted under this Plan and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Plan. A ten percent (10%) penalty per month on the Plan Price amount for this Plan must be added to a refund that is not paid or credited to You within forty-five

(45) days after the cancellation of this Plan. Your right to cancel this Plan and receive a full refund is not transferable and applies only to the original Plan purchaser.

**Florida Residents:** The obligor for contracts sold to Florida residents is New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661. 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. If we cancel the Plan, the return premium is based upon one hundred percent (100%) of the unearned pro rata premium less claims paid. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, Our cancellation may be immediate. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** Section 7(c) is deleted in its entirety and replaced with the following: "**ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.**" This Plan shall be non-cancellable by Us except for fraud, material misrepresentation, or failure to pay consideration therefore due. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44 and 33-7-6. 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 any claims paid. If You cancel after thirty (30) days, You will be refunded the unearned premium, less any claims paid and any applicable cancellation fee which will not exceed the lesser of ten percent (10%) of the unearned Plan price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If We cancel this Plan after thirty (30) days, We will issue You a one hundred percent (100%) refund of the unearned amount paid, less any claims paid. Obligations under this Plan are insured by an insurance policy issued by Illinois National Insurance Co. If we fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661 or call the toll-free number at (800) 250-3819. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Illinois National Insurance Co. pursuant to O.C.G.A. 33-7-6.

**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. 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).

**Indiana Residents:** If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

**Kentucky Residents:** If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819.

**Maine Residents:** If You cancel this Plan within twenty (20) days of the date this Plan was mailed to

You or within ten (10) days of delivery if this Plan is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Plan. The right to void the service Plan during such period is not transferable and applies only to the original Plan purchaser. A monthly penalty equal to ten percent (10%) of the outstanding provider fee must be added to a refund that is not paid or credited within forty-five (45) days after return of the service Plan to Us. Otherwise, if You terminate this Plan, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed ten percent (10%) of the Plan Price. We may cancel this Plan by providing You with at least fifteen (15) days prior written notice of cancellation mailed to Your last known address. If We cancel this Plan for any reason other than nonpayment of the provider fee, We will refund one hundred percent (100%) of the unearned pro rata Program Fee, less any claims paid. We may cancel this Plan for any reason with fifteen (15) days prior written notice, stating the effective date of and reason for cancellation. If We cancel this Plan for a reason other than nonpayment of Your Program Fee, You are entitled to a refund of one hundred percent (100%) of the unearned pro rata Fee, less any claims paid.

**Maryland Residents:** If You cancel this Plan within twenty (20) days of the date this Plan was mailed to You or within ten (10) days of delivery if this Plan is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this Plan. The right to void the service Plan during such period is not transferable and applies only to the original Plan purchaser. A monthly penalty equal to ten percent (10%) of the outstanding provider fee must be added to a refund that is not paid or credited within forty-five (45) days after return of the service Plan to Us. Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

**Massachusetts Residents:** In addition to Your cancellation rights listed above, You may cancel this Plan within twenty (20) days of the date this Plan was mailed to You or within ten (10) days of delivery if this Plan is delivered to You at the time of sale or within a longer time period permitted under this Plan. If You have not received any protection, You are entitled to a full refund of the amount paid by You under this Plan. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited to You within forty-five (45) days after the cancellation of this Plan.

**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.

**Minnesota Residents:** The following is added to the Section 10 Arbitration provision: Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Us. Sections 8(d) through (g) are replaced with the following: "We reserve the right to cancel this Plan upon thirty (30) days written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be made upon at least five days written notice to You. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation."

**Nevada Residents:** Preexisting conditions are not covered by this Plan. 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 applicable 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 forty-five (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 cancelled by Us, no cancellation may become effective until at

least fifteen (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 Plan 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 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; (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 twenty-four (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. 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 canceled. 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. For contracts issued in Nevada to Nevada residents, only Nevada law will govern the substantive portions of this Plan.

**New Hampshire Residents:** In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**New Jersey Residents:** 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:** This Plan is insured by Illinois National Insurance Co. If the Obligor 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 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. We may not cancel this Plan without giving You fifteen (15) days' written notice. We may cancel this Plan for any reason for sixty-nine (69) days after the Effective Date. More than sixty-nine (69) days after the Effective Date, We may only cancel this Plan if You: (i) are thirty (30) days or more past due on any amount owed to Us or Our independent contractors; (ii) misrepresented any material facts when You entered into or requested service under this Plan; or (iii) breach this Plan and substantially and materially increase the services required under this Plan.

**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 Plan 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.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain

financing for the Covered Product. If the Plan has been in effect for seventy (70) days or more, We can only cancel the Plan due to: (1) Violations of the Plan's terms and conditions; (2) discovery of fraud or material misrepresentation by You; (3) an act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) nonpayment. Any refund will be a pro-rata refund based on the elapsed Term, less costs of any claims. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date. The insurer of this Plan shall assume responsibility for the administration of the Plan if We are unable to do so.

**Ohio Residents:** The obligations under this Plan are insured by a policy of insurance issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, (800) 250-3819. If We fail to perform or make payment due under the terms of the Plan within sixty (60) days after You request performance or payment, You may apply to Illinois National Insurance Co. including, but not limited to, any obligation in the Plan in which We must refund You upon cancellation of the Plan.

**Oklahoma Residents:** In the event the contract is canceled by Us, You will be provided a one hundred percent (100%) refund of unearned pro rata provider fee less the actual cost of any service provided under the service warranty contract. The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract, however, obligations under this Plan are insured by an insurance policy issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661. The Obligor's license number is: 859866.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above. Most of your concerns about the Plan can be addressed simply by contacting us at (800) 250-3819. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

**South Carolina Residents:** In addition to Your cancellation rights set forth in the Plan, You may cancel this Plan within twenty (20) days of the date this Plan was mailed to You or within ten (10) days of delivery if this Plan is delivered to You at the time of sale or within a longer time period permitted under this Plan and if You have not received any protection, this Plan is void and You are entitled to a full refund of the amount paid by You under this Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser. A ten percent (10%) penalty per month on the Plan Price amount for this Plan must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Plan. In the event of a dispute with the provider of this Plan, You may contact South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467.

**Tennessee Residents:** This Plan is automatically extended while the Covered Product is being repaired.

**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. A ten (10%) percent penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Plan to Us. 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.

**Utah Residents:** Obligations under this Plan are insured by an insurance policy issued by Illinois National Insurance Co. If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with Us, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819. This Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. 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 Covered 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 sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://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. The commissioner is the Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The obligations of the Provider under this Plan are insured by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661. You may make a claim directly with Illinois National Insurance Co. who insures the obligations of the Provider under this Plan at the foregoing address. Any arbitration proceedings initiated, brought, or required under Section 10 of this Plan will be held at a location in closest proximity to the service contract holder's permanent residence.

**Wisconsin Residents:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE

COMMISSIONER OF INSURANCE. The obligations under this Plan are insured by a policy of insurance issued by Illinois National Insurance Co. If We fail to pay or provide service on a claim within sixty (60) days after a claim has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to Illinois National Insurance Co. at the following address: 500 W. Madison St., Ste. 3000, Chicago, IL 60661, or call the toll-free number at (800) 250-3819.

(a) A service contract may be canceled 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 five (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 canceled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred percent (100%) 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 ten percent (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.

**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 twenty (20) days after the date we have mailed the Plan to You, (b) within ten (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.