

**Pandora Cares**  
**SERVICE CONTRACT TERMS AND CONDITIONS**

This Service Contract is issued to You and includes the terms and conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Coverage Confirmation. This Service Contract covers the Product(s) described on Your proof of coverage, or if applicable, Your receipt, or other enrollment documentation, ("Coverage Confirmation"). We may require You to provide these documents prior to Your service event. This is not an insurance contract.

**COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR PRODUCT SELLER'S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR PRODUCT SELLER FOR BREAKDOWN ISSUES. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR PRODUCT DURING THIS WARRANTY TIMEFRAME.**

**DEFINITIONS**

**Administrator** means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is Federal Warranty Service Corporation in all states except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-320-4738.

**Breakdown** means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a failure or other defect in materials and workmanship that is outside of the manufacturer's warranty period due to normal wear and tear, We will arrange to service the Product with the necessary parts and/or labor as outlined in this Service Contract. Breakdown also includes stretching of chains and bracelets, discoloration, loss of precious or semi-precious stones and crystals (does not include the primary stone), kinks or knots, dents, chips, breaks, cracks, gouges, scratches, worn or bent prongs, ring resizing, thinning ring bands, refinishing and polishing, rhodium and other plating, earring repair, chain soldering, resetting Your diamonds and gemstones, broken earring posts, lost earring backs.

**Coverage Type** means the package of services and coverages provided under this Service Contract as listed on Your Coverage Confirmation. The Coverage Type You select at enrollment determines the coverages available under this Service Contract.

**Damage** means during the Service Contract term, if You submit a valid claim on a Product notifying Us of a failure due to damage, We will arrange to service the Product. Damage applies to cosmetic, discoloration, breaks, scratches, earring repair, chain soldering, and broken earring posts.

Refer to Your Coverage Confirmation to see if Damage is included in Your Coverage Type and available for Your Product type.

**Products(s)** means Your eligible property listed on Your Coverage Confirmation.

**Provider** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-320-4738.

**Seller** is the entity that made available this Service Contract as listed on Your Coverage Confirmation.

**We/Us/Our** means the Provider, the Administrator, or our third party authorized servicers.

**You/Your** means the Product(s) owner or lessee under this Service Contract.

**WHEN COVERAGE BEGINS AND ENDS**

This Service Contract begins one year plus one day from the date You purchase this Service Contract. There are no benefits available prior to the contract start date.

We reserve the right to deny coverage for any property that We do not approve as Product. In addition, We may disapprove enrollment in this Service Contract for any reason. Should We disapprove Your enrollment, We will notify You within thirty (30) days of Your enrollment or Product registration and refund any applicable price collected.

Your coverage start date, Coverage Type, term, end date, price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

**WHAT IS COVERED**

In exchange for the price paid, this Service Contract covers one or more the following benefits as determined by Your Coverage Type:

**Breakdown and Damage:** If during the Service Contract term, You submit a valid claim on a Product to notify Us of a Breakdown or Damage, We will arrange to repair or replace the claimed Product.

In addition, during the Service Contract term, We may provide You with other services specific to Your Product(s). These limited benefits may include (but are not limited to) support, cleaning, buffing, or polishing, alternative servicing and rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.

## WHAT IS NOT COVERED

We will not provide service to a Product with failure or damage that results from:

1. Breakdown or damage caused the use of improper cleaning methods or products outside of the manufacturer's recommendation.
2. Breakdown or damage caused by
  - a. misuse, reckless, excessive, or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;
  - b. exposure to environmental or weather conditions outside of the manufacturer's guidelines;
  - c. rust or corrosion;
  - d. acts of God, or other external causes such as fire, except as described in What Is Covered;
  - e. service performed by anyone not authorized by the manufacturer or Us or any unauthorized alterations; or
  - f. any other force majeure or event originating from outside the Product.
3. Using the Product outside the permitted or intended use as described by the manufacturer or, a Product modified by You or with Your knowledge to alter its functionality or capability without the manufacturer's written permission.
4. A Product that was lost, stolen or damaged (when Damage is not part of Your Coverage Type).
5. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily oils, perspiration, bodily fluids, or functions).
6. Cosmetic damage (unless specified in What is Covered).
7. Pre-existing conditions known by You that occurred prior to the coverage start date or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.
8. Any intentional dishonest, fraudulent, or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.
9. Any liability for damage arising from delays or any indirect, consequential, or incidental damages due to a claim event. This includes but is not limited to loss of use, loss of business, or down time from delays in repair.
10. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.
11. Inherent design defect, natural flaws in the materials, precious or semi-precious stones, or gems.
12. Introduction of foreign objects into the Product, tampering with prongs, bezels, or other elements designed to secure stones.
13. Loss or damage to primary diamonds or other precious or semiprecious stones or gemstones (unless specified in What is Covered).
14. Unauthorized alterations to the Product or any engraving.
15. Any other act or result not described in What Is Covered.
16. Initial ring sizing and/or any ring sizing that will damage the integrity of the piece.

## YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. As part of a service event, provide a detailed description about where and when the issue occurred as well as the symptoms and causes of the Product's issues. In addition, We will need to know of any actions taken to resolve the issue prior to contacting Us.
2. Respond to Our requests for information, including but not limited to Product ownership.
3. Pay any applicable Service Fee as described below.
4. Follow the instructions We give You, including what you need to provide for the repair or replacement as well as any packing and shipping instructions (when appropriate).
5. Do not attempt to fix the issue yourself as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on a Product.
6. Protect the Product from damage and perform any routine care and preventative maintenance as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

## HOW TO OBTAIN SERVICE AND SUPPORT

Report any claim for service as soon as reasonably possible. This Service Contract covers only those service events reported within ninety (90) days of the date of the Product's Breakdown or Damage.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

To arrange for service, **visit [www.pandoracaresclaims.com](http://www.pandoracaresclaims.com), or call 1-800-320-4738**. If you live outside the US, call collect at 1-770-767-6694. We will assist You to determine the Product's issue. To the extent that We confirm a service event, We will process Your claim and arrange for service based the services available for Your Product type, Coverage Type, and applicable services.

Materials furnished as replacements for parts will be drawn from Our repair service contractor's inventory of new or used parts and components. Parts or replacements for any benefit under this Service Contract that are like kind and quality in look, performance, and reliability.

## SERVICE OPTIONS

We will setup service with an authorized servicer determined by Us based on the service available at Your location, for Your Product type, as well as the service that You purchased. Our repair options include:

1. If We determine that the Product qualifies for in-home/on-site service, We will repair Your Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from Our repair center.
2. If the Product qualifies for carry-in service, We either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with You to take the Product for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your Product to/from the repair center and assume any corresponding cost.
3. If We determine that the Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Product to You.

Should We choose to replace Your claimed Product because either We are unable to repair it, the repair cost exceeds the current retail replacement value of the Product, or Your Service Contract is a product replacement plan, We, at Our option, will either:

1. Replace the Product with a piece that is equivalent to new in look, performance, and reliability. While We

will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement will not exceed the Maximum Coverage Per Claim (specified below).

2. Issue a cash credit equal to the value of the replacement product plus applicable tax, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed Product or may be used by You toward the purchase of any eligible replacement of Your choice or used to upgrade to another product.
3. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

When You receive either the replacement, cash credit, or settlement, the damaged/unrepairable Product becomes Our property should We choose to take possession of it at Our sole discretion.

You may be responsible for transporting the claimed Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and the Product's eligibility to receive a particular method of service.

We cannot guarantee that any service or replacement will result in an exact match (such as make/model, materials, or color matches) to the claimed Product. This may be due to availability or differences in dye lots, natural grains, external conditions, or other similar reasons. If We choose to service a Product that is part of a set, We will repair or replace only the piece that is broken or damaged.

## LIMITS OF LIABILITY

Your Maximum Coverage Per Claim aligns with the Jewelry Types as outlined in the schedule below.

Jewelry Type	Maximum Coverage per Claim
All Pandora Jewelry	The advertised retail price of the product at the time of purchase excluding any discounts or taxes

In addition, the following limits apply:

The maximum number of replacements is one (1) during the coverage term. No further repairs or replacements will be provided. Such repair or replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

## SERVICE FEE

You will be assessed a non-refundable Service Fee plus applicable sales tax each time a claimed event is fulfilled.

Service Fee Schedule:

	Jewelry Type
Service Fee	N/A

**TERRITORY**

The service options and Service Fees listed above for Product services are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Product or its parts with a comparable replacement or parts that comply with the local standards of the countries where You request service.

If service is not available in the country where You request it, You are responsible for shipping and handling charges to facilitate service to a country where service is available. You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

**INELIGIBLE FOR COVERAGE**

**This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.**

**Your property not approved for coverage by Us as outlined under Product(s) and When Coverage Begins, is ineligible for coverage under this Service Contract.**

**CANCELLATION**

You may cancel this Service Contract at any time for any reason by returning to the Seller within thirty (30) days of Your purchase date. After thirty (30) days **visit [www.pandoracaresclaims.com](http://www.pandoracaresclaims.com), or call 1-800-320-4738**. If You cancel this Service Contract within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund including applicable sales tax.

If You cancel after the first thirty (30) days or when You incur a paid claim, We will issue a refund for any unearned pro rata price paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less).

For month-to-month coverage, cancellation may occur upon request at the end of the billing cycle period.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

We may cancel this Service Contract for the following reasons: Within the first sixty (60) days, we may cancel for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the price; (2) fraud or material misrepresentation; or (3) breach of duties by You.

If We cancel, We will provide written notice, with the cancellation date and the reason for cancellation, at the last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata price less any claims paid.

**RENEWAL**

At the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the price and Service Fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.

**TRANSFER**

This Service Contract is transferable to another individual or entity. If You wish to transfer this Service Contract coverage on the Product(s) to another individual or entity, please contact the Administrator to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Service Contract cease and the designated individual or entity assumes all remaining benefits and obligations.

**CHANGES**

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If We adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

**OTHER CONDITIONS**

If You provide Your mobile number or email address to Us or the Seller, We may electronically deliver all notices, documents and communications related to this Service Contract to You through these channels. You may opt out of electronic communications at any time.

1. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.
2. The obligations of this Service Contract are insured by a policy issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Service Contract, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: P.O. Box 105689, Atlanta, GA 30348-5689, or by calling 1-800-852-2244.

## **ARBITRATION**

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

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You

may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**Certain states require special disclosures or provisions that may vary from the provisions above. The following state variations apply only when there is inconsistency.**

The purchase of this Service Contract is not required to obtain financing or to purchase property or goods.

**AR, ME, MO, OR, SC and WA:** If an emergency occurs that requires repair when We are closed and cannot provide authorization, you may contact Us immediately following the emergency repairs to report the claim.

**AL, AR, CO, MA, ME, MN, MO, NJ, NM, NV, NY, SC, WA, WI and WY:** If You cancel this Service Contract within the first twenty (20) days after the date the Service Contract was mailed or within ten (10) days of delivery, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund including applicable tax.

**MD and VT:** If You cancel this Service Contract within the first twenty (20) days after receipt, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund including applicable sales tax.

**AL, AR, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NY, NV, SC, TX, WA, WI and WY:** A ten percent (10%) penalty per month (or portion thereof) and any accrued penalties shall be added to any refund not paid to You within forty-five (45) days thirty (30) days in WA after this cancellation date.

**AL, CO, DC, HI, MA, MT, NJ, TX, SC and WY:** If We cancel this Service Contract, We will provide written notice with the cancellation date and reason for cancellation at the last known mailing or electronic address at least five (5) days ten (10) days in WY and fifteen (15) days in AR, NY, and SC prior to the cancellation date. Prior notice is not required for cancellation due to nonpayment, material misrepresentation, or a substantial breach relating to the covered Product or its use.

**GA, OR, UT, WI and WY:** The **ARBITRATION** provision is not applicable to You.

**AL, MO and NH:** No claims paid will be deducted from any refund regardless of who initiates the cancellation.

**AZ:** Preexisting defects known by You prior to the Coverage Start Date are not covered, except if the defect should reasonably have been known by Us or the Service Contract Seller. Nor does this Service Contract cover defects that are subject to a manufacturer's warranty or recall. We will not cancel or void this Service Contract due to acts or omissions by Us or Our subcontractors for failure to provide correct

information or failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Service Contract due to misrepresentation either by Us or any person selling the Service Contract on Our behalf. We may cancel or void coverage due to material acts or omissions by You which may include Your fraudulent or unlawful acts arising out of or relating to this Service Contract or Your use of the covered Product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the covered Product will be damaged or require repairs. Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a service company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., phone number 602-364-2499.

**CA:** The Service Contract Administrator is Federal Warranty Service Corporation or name of licensed Administrator. The address and phone number is P.O. Box 105689, Atlanta, GA 30348-5689, 866-344-5073.

**You may cancel this Service Contract at any time for any reason, by calling 1-800-320-4738, or by visiting [www.pandoracaresclaims.com](http://www.pandoracaresclaims.com).** If You cancel this Service Contract within the first sixty (60) days after the receipt of this Service Contract, the price has been paid, and no service events have been paid, We will issue a full refund. If you cancel after the first sixty (60) days of the receipt of this Service Contract or you incur a paid claim, We will issue a refund for any unearned pro rata price paid less an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less). We may only cancel this Service Contract for nonpayment, material breach or fraud by You. The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact 1-800-952-5210, write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, CA 95834, or visit [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

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**CT:** If Your coverage term is less than one (1) year, Your Service Contract will automatically extend by the

duration that the Product is withheld from You while being repaired. You may cancel this Service Contract for any reason, including but not limited to return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. If You purchased this Service Contract in Connecticut and a dispute arises between You and the Provider, You may mail Your complaint to: 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 Service Contract.

**FL:** The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. Arbitration will take place in the county where You reside.

**GA:** If You cancel this Service Contract within the first twenty (20) days after the date the Service Contract was mailed or within ten (10) days of delivery, and the price has been paid, the Service Contract is void and We will issue a full refund including applicable tax less claims paid. If You cancel after the first twenty (20) days, We will issue a refund for any unearned pro rata Service Contract price paid less any claims paid as of the cancel date in addition to an administrative fee not to exceed ten percent (10%) of the unearned pro rata Service Contract price or twenty-five dollars (\$25) whichever is less. We may cancel this Service Contract at any time only for fraud, material misrepresentation or for nonpayment by You. If a dispute arises between the English and foreign language version, due to issues of interpretation, the English version will prevail in all cases.

**MD:** This Service Contract is extended automatically when We fail to perform the services under this Service Contract. This Service Contract will not terminate until services are provided in accordance with the terms of the Service Contract.

**MN:** Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

**NC:** We can only cancel this Service Contract in the event of nonpayment of the price or a direct violation of the Service Contract by You.

**NH:** Service Contract Price: see sales receipt. In the event You do not receive satisfaction under this Service

Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416. Any arbitration proceeding is subject to RSA 542.

**NM:** If You have any concerns regarding the handling of Your Claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. A ten percent (10%) penalty for each thirty (30) day period or portion thereof, and any accrued penalties, shall be added to a refund that is not paid or credited within sixty (60) days after this Service Contract is cancelled. If this Service Contract has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Service Contract; (3) you engage in fraud or material misrepresentation in obtaining this Service Contract; (4) you commit any act, omission, or violation of any terms of this Service Contract after the effective date of this Service Contract which substantially and materially increase the service required under this Service Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Service Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**NV:** We may cancel this Service Contract within the first seventy (70) days for any reason. We may not cancel this Service Contract once it has been in effect for seventy (70) days, except for the following conditions: failure by You to pay the Service Contract price; You are convicted of a crime which results in an increase in the service required under the Service Contract; fraud or material misrepresentation by You in purchasing the Service Contract or in the presentation of a claim; the discovery of an act or omission, or a violation of any condition of the Service Contract by You which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the service required under the Service Contract which occurs after the purchase of the Service Contract and substantially and materially increases the service required beyond that contemplated at the time of purchase. All reference to an administrative fee is deleted and replaced with cancellation fee. No claims paid will be deducted from any refund. **This Service Contract will not cover any unauthorized or non-manufacturer recommended modifications to the Product, or Any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Product is modified or repaired in an unauthorized or non-manufacturer**

**recommended manner, We will not automatically suspend all coverage. Rather, this Service Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such coverage is otherwise excluded by the terms of this Service Contract.** If You are not satisfied with the manner in which We are handling the claim on Your Service Contract, You may contact the Commissioner by calling the toll-free number, (888) 872-3234.

**OK:** Oklahoma License Number 44199246. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. If you have a lifetime protection program, You will receive a pro rata refund that is calculated based on the price paid and an estimated lifetime of 35 years from date of purchase, less the cost of any claims paid as of the cancel date.

**Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Contract for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction,

You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**SC:** In the event of a dispute with the Provider of this Service Contract, You may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. All references to cash settlement are deleted.

**TN:** You may cancel this Service Contract at any time for any reason, by calling 1-800-320-4738, or by visiting [www.pandoracaresclaims.com](http://www.pandoracaresclaims.com).

**TX:** The Registration Number for Federal Warranty Service Corporation is 269. If You have complaints or questions regarding this Service Contract, you may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (Within TX only).

**UT:** Coverage afforded under this Service Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. After sixty (60) days, We may only cancel for the following reasons: material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Service Contract; or substantial breach of contractual duties, conditions, or warranties.

**VA:** If any promise made in this Service 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.

**WA:** The obligations under this Service Contract are backed by the full faith and credit of the Service Contract Provider. If We cancel this Service Contract, You will receive written notice at least twenty-one (21) days prior to the cancellation date. Nothing in **ARBITRATION** shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

**WI: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This is a 'service contract' as regulated under Wisconsin Law and as referenced in the Federal Public Law 93-637. Proof of loss must be provided as soon as reasonably possible and within one (1) year from the request. Failure by You to furnish proof of loss within this timeframe does not invalidate or reduce a claim unless We are prejudiced and it was reasonably possible to meet the time limit. We can cancel this Service Contract at any time only in the event of nonpayment of the Service Contract purchase price, material misrepresentation or substantial breach of duties by You related to the covered Product or its use. We will provide written notice at least five (5) days prior to cancellation for nonpayment of the Service Contract purchase price.