



5-Year Premier Lighting and Ceiling Fan Protection Plan
Maximum Original Retail Purchase Price: \$10,000

- Keep this Protection Plan and Your sales receipt, which constitutes an integral part of and becomes an addendum to this Protection Plan in a safe place as You will need these to file a claim under this Protection Plan.
- You must report damage to Us within thirty (30) days after the date that the damage occurred. Notify Us by initiating a claim at guardsman.com or call toll-free 1-800-253-3957. See section 2. for details.
- Si usted necesita un Plan de Protección en Español, llámenos al 1-800-253-3957.

6455SD5E

- 1.1. Welcome to Your Guardsman® Premier Lighting Protection Plan, which helps You enjoy Your Lighting without fear. This Plan supplements Your manufacturer's warranty against certain Failure of Your Lighting, as described below. This Plan covers Your Lighting up to a maximum retail purchase price of \$10,000.
- 1.2. **Please read all the terms and conditions below so You'll know exactly what this Plan covers and what it doesn't cover**, as there are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us. This Plan does not replace Your maintenance plan, insurance policy, warranty, or benefits provided in a lease-to-own agreement ("LTO") You may have for the Lighting covered by this Plan.
- 1.3. Be sure to read Your manufacturer's warranty to understand what it covers and does not cover, for that might affect Your coverage under this Plan. This Plan supplements Your manufacturer's warranty by providing additional protection against certain structural and mechanical failure.
- 1.4. You may not transfer this Plan to any other individual or entity. The benefits available to You under this Plan are not available to the lessor under an LTO.
- 1.5. You'll need to retain a copy of this Plan and Your original sales receipt to file a claim; so please keep them in a safe place for Your future use. Both the covered Lighting and this Plan must appear on a single sales receipt, or coverage may not apply. Your sales receipt and the information contained therein, including Your identity, the name and location of the selling retailer, the item covered by and the purchase price of this Plan, are incorporated into this Plan by reference and together with this Plan constitute a service contract between You and Guardsman.

2. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Plan. **Your failure to comply may disqualify Your claim.**

- 2.1. **Read this entire Plan carefully to see if a damage to Your Lighting is covered under this Plan.** We determine the coverage eligibility of damage to Your Lighting on the basis of this Plan document, the information You provide to Us when You submit Your claim and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the damage is different from what You reported to Us, Your claim might not be covered under this Plan.
- 2.2. **Within thirty (30) days of the date that a damage to Your Lighting occurred, You must report that damage to Us, or Your claim will be denied.** To report the damage to Us and obtain a claim form, You may either: (a) go to guardsman.com and follow the directions for submitting a claim; or (b) Call toll-free 1-800-253-3957 during normal business hours (Monday through Thursday, 8:30 a.m. to 5:00 p.m. Your local time, Friday 8:30 a.m. to 6:00 p.m., Eastern Time) and We will mail or email a claim form to You. If You fail to receive a claim form by mail or email from Us within ten (10) days of Your request for a claim form, You must notify Us of that failure.
- 2.3. **Guardsman must receive the following within thirty (30) days of when You report the damage to Us: You must properly complete, sign, and mail the claim form (from paragraph 2.2.) to Guardsman along with a copy of the sales receipt showing purchase of both the Plan and the covered Lighting, a copy of this Plan, and photos or other documentation that We may request to show the damage for which You are making a claim. Otherwise, Your claim may be denied.**

3. Definitions

- 3.1. **Administrator:** In California it is Guardsman Industries, LLC. In all other states it is Guardsman US LLC. Both can be contacted at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889.
- 3.2. **Cash Settlement:** A Cash Settlement provides the purchaser an amount based on the value of Your Lighting where permitted by applicable law. We are not obligated to offer this option.
- 3.3. **Customer's Own Material ("COM"):** Material or items provided by You for customization of the covered Lighting, such as (a) fabric that You purchased independently and provided for Lighting upholstery or (b) a specialized frame.
- 3.4. **Failure:** Mechanical, structural, or electrical breakdown of Your Lighting to perform its intended function due to defects in materials or workmanship.
- 3.5. **Guardsman, Our, Us, or We:** The Administrator, Obligor or Seller obligated to perform under this Plan
- 3.6. **Lessee:** The person signing and original Lessee under an LTO with purchase rights.
- 3.7. **Lessor:** The company leasing Lighting to Lessee under an LTO.
- 3.8. **Lighting:** Any electrical table, ceiling, wall, or floor lamp, lighting fixture (such as chandelier, sconce, or pendant lighting), or ceiling fan that requires an electrical connection for intended use in residential indoor or outdoor setting.
- 3.9. **Lighting Set:** More than one Lighting item sold under a single SKU number. A set is a single item for purposes of Reselection.
- 3.10. **LTO:** Acquiring Your Lighting through a lease-to-own agreement.
- 3.11. **Obligor or Seller:** In Florida the Obligor is WCPS of Florida, Inc. (License No. 80202). In all other states it is Guardsman US LLC. Both can be contacted at 4999 36th Street SE, Grand Rapids, MI 49512, 616-285-7889.
- 3.12. **Plan:** This Protection Plan or service contract between You and Us.
- 3.13. **Refund:** A Refund pays You the amount of Your original purchase price for this Plan, under certain circumstances, as indicated in Section 5. Service Procedures of this Plan.
- 3.14. **Replacement:** A Replacement replaces the affected Lighting item. Please understand that dye lots vary and Lighting may fade over time, so You might find slight unavoidable differences in color.
- 3.15. **Reselection:** Reselection provides a financial credit for You at the store location where You purchased Your Lighting. The amount of the credit will be the original purchase price of the affected Lighting item, excluding any applicable taxes or delivery charges. If the original Lighting item is no longer available at the store location where You purchased Your Lighting, You may select a new lighting item. Your Reselection store credit will expire sixty (60) days after We notify You of Your credit. Our obligations under this Plan for a claim for which We provide a Reselection end when We notify You of Your credit. If You allow Your store credit to expire, We will make no additional attempt to resolve Your claim for the affected Lighting item under this Plan.

- 3.16. Term:** The period beginning on the delivery date of Your Lighting covered under this Plan and ending five (5) years later, or when our obligations under this Plan terminate according to the terms in this Plan document. You may not renew this Plan.
- 3.17. You, Your, or the Purchaser:** The person who made the original purchase of this Plan and the Lighting covered by this Plan. This shall include the Lessee, but not the Lessor, under an LTO.
- 4. Eligibility**
- 4.1.** This Plan only covers a new Lighting that You purchased and must be:
- 4.1.1.** Free of damage when delivered to Your U.S. residence.
- 4.1.2.** For Your personal indoor or outdoor use only in Your residence. This Plan does not cover a Lighting that You rent or lease to others, that is left in the care or custody of others, used commercially, or used for other non-residential purposes.
- 4.2. If Your Lighting is under an LTO:** Any Replacement, Reselection, Refund, or Cash Settlement described in paragraphs 5.1.2. or 5.1.3. will be arranged with the owner of the Lighting at the time the Replacement, Reselection, Refund, or Cash Settlement is made. This will be the Lessor if You have not yet acquired ownership of the Lighting through an LTO. The Lessor is responsible for applying any Refund or Cash Settlement toward Your remaining LTO. Any reference to “purchased,” “sold,” or similar terms shall include “rented” and “leased” and their derivatives.
- 5. Service Procedures**
- 5.1.** If Your Lighting is damaged during the Term, and the type of damage is covered under this Plan, We will provide service using one or more of the following procedures. Our service begins with Step 1 below:
- 5.1.1. Step 1. Replacement, Reselection, or Cash Settlement:** In Our sole discretion, We may arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where You bought the covered Lighting, or a Cash Settlement.
- 5.1.2. Refund:** If We are unable to provide a Replacement or Reselection because, for example, the retail store location where You bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Lighting, or You have moved from the original store location’s operating area since Your purchase, We will provide You a Refund of the purchase price of the Plan rather than a Replacement or Reselection. A Refund will complete Guardsman’s obligations under this Plan for the Lighting covered by this Plan.
- 5.2.** Replacement, Reselection, Refund, or Your acceptance of a Cash Settlement will complete the coverage and all our obligations under this Plan for the Lighting.
- 6. What is Covered.** This Plan provides coverage for the following accidental damage that arise from a specific occurrence and Failure during normal use, except for what is listed in the “What is Not Covered” section.
- 6.1.** Breakage, other than Failure, of Lighting base, blades, brackets, bridge arm, check ring, fan rods, lock nuts, pull chains, socket, socket nob, swivel, and tube.
- 6.2.** Failure of integral electrical components in Lighting (including connection points, cords, motor, power outlets, remote operation devices, USB ports, and wiring) that were originally installed by the lighting manufacturer, if they were covered by an original manufacturer’s warranty that has expired.
- 7. What is Not Covered**
- Some causes and some types of damage and Failure are not eligible and are therefore excluded from coverage under this Plan. This Plan provides no coverage for any of the following:
- 7.1.** Your failure to Perform Your Responsibilities. Any damage, if You have not fulfilled Your responsibilities as described in this Plan.
- 7.2.** When the actions listed in the “How to File A Claim” have not been followed.
- 7.3.** Any damage or Failure that is not specifically listed under Section 6., “What is Covered.”
- 7.4.** Wear-and-tear. This Plan does not cover cleaning, maintenance, or damage caused by normal wear and use including the buildup of Failures or damage that occurs, including without limitation to, stains, soil, rust, corrosion, loose joints, or damage that accumulates gradually over time from repeated use.
- 7.5.** Manufacturer Quality Issues. This Plan does not cover manufacturer’s product quality issues, including but not limited to the following:
- 7.5.1.** Fading, color loss, or color change.
- 7.5.2.** Damage or Failure resulting from defects in design, materials or workmanship, except for damage specifically listed in the “What is Covered” section.
- 7.6.** Ineligible Lighting and Components. This Plan does not cover the following items:
- 7.6.1.** Any Lighting sold without a manufacturer’s warranty.
- 7.6.2.** All pre-existing conditions or damage to Lighting occurring prior to the Term of this Plan, including damage occurring to floor samples or other Lighting sold “as-is” before delivery.
- 7.6.3.** Damage or Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise.
- 7.6.4.** Clocks, lamp shades, and other electrical accessories that are not a component part of the Lighting.
- 7.6.5.** Fan belts, LED lights, light bulbs, and other consumables.
- 7.7.** Other Items Not Covered.
- 7.7.1.** Installation and/or removal of installed lighting or ceiling fans.
- 7.7.2.** Cleaning, preventative maintenance, or customer education.
- 7.7.3.** Cosmetic damage to Lighting, outer casing or other non-operating parts or components.
- 7.7.4.** Damage or Failures covered under any maintenance plan, manufacturer’s warranty, extended warranty, homeowner’s or renter’s or other insurance policy, credit card protection program, LTO, or other protection plan.
- 7.7.5.** Damage caused during Lighting delivery, assembly, installation, or transportation.
- 7.7.6.** Damage caused by improper electric/power supply.
- 7.7.7.** Non-failure problems, including but not limited to, items not covered, odors, noises, squeaks, etc. Non-recurring issues are not product failures.
- 7.7.8.** Damage or Failure caused by prolonged periods of dampness or condensation, or water leaks, including those from skylights, roofs, or water pipes; appliance malfunctions, including but not limited to air conditioners and water heaters; fire, smoke, flood, other natural disaster, or act of God; theft, vandalism, or as a result of any other illegal activity; independent contractors not retained by Guardsman to repair Your Lighting, such as but not limited to cleaning or maintenance personnel, painters, or other repair or contractor services.
- 7.8.** Coverage under this Plan is not available while Your Lighting is located outside of the U.S. and Canada.
- 8. Non-Household Environments**
- This Plan covers Your indoor Lighting while You are using it in Your residence. This Plan does not cover damage that occurs in non-household environments, including but not limited to:
- 8.1.** Before the Lighting is delivered to Your residence; while the Lighting is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage, or between residences.
- 8.2.** Lighting that is or has been used for business, commercial, institutional, or rental purposes other than an LTO, including but not limited to, a Lighting used for a daycare center or a Lighting used in premises rented to others, regardless of the length of the rental period.
- 9. Improper Maintenance, Care, or Misuse**
- It is Your responsibility to take proper care of Your Lighting and to maintain it by methods recommended by the manufacturer of the covered Lighting. This Plan does not cover damage caused by or resulting from:
- 9.1.** Your failure to care for and maintain the Lighting in accordance with the manufacturer’s recommendations, instructions, or warranty.
- 9.2.** Use of Your Lighting for a purpose other than that for which it was designed.
- 9.3.** Animal damage (such as damage from beaks, teeth, and claws).

- 9.4. Lighting that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents, or other vermin.
 9.5. Damage caused by, or resulting in, mold or mildew.
 9.6. Damage caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme, or repetitious in nature.

GUARDSMAN IS NOT LIABLE UNDER THIS PLAN FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO SERVICES PROVIDED UNDER THIS PLAN OR ANY ITEM COVERED BY THE PLAN.

Arbitration. READ THE FOLLOWING ARBITRATION PROVISION (“ARBITRATION PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

You agree that all **claims**, disputes or controversies of any nature whatsoever arising out of, relating to, or in connection with (1) this Plan and Your purchase thereof and (2) the validity, scope, interpretation, or enforceability of the entire **Plan**, this **Arbitration** or any other part of the Plan (“**Claim**”), shall be resolved exclusively in small claims court or by binding arbitration in Grand Rapids, Michigan in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a single arbitrator, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, except for **ME** and **OR** residents where arbitration is voluntary and must be mutually agreed to. The matters that are the subject of the arbitration shall be governed by the substantive laws of the State of Michigan applicable to contracts made and to be performed therein, without application of any conflicts or choice of law rules, except as expressly stated below, and by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., as amended (“**FAA**”). In **WI**, arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall have no power or authority to order or grant any equitable remedy, or relief or any remedy or relief that a court could not order or grant under applicable law, and, except to the extent prohibited by the applicable laws of Your state of residency when You purchased this Plan, shall have no authority to award punitive, treble, or any other form of enhanced damages. The arbitrator shall render the award in writing and shall include findings of fact and conclusions of law upon which the award is based. Each party shall pay their own attorneys’ fees and expenses relative to arbitration. All costs and expenses of the arbitration (other than the parties’ attorney’s fees and expenses), including the arbitrator’s fees and expenses, shall be allocated between the parties according to the arbitrator’s discretion as set forth in the award. The arbitrator’s award may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, against the party against whom enforcement is ordered. Except for **WI**, (1) You agree that any arbitration proceeding shall proceed solely on an individual basis without any right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought by **You** in a purported representative capacity on behalf of others; (2) The arbitrator’s authority to resolve and make written awards is limited solely to claims between **You** and **Us** alone; (3) Your Claims may not be joined or consolidated with any claims or disputes involving others. No arbitration award with respect to Your Claim’s shall have any preclusive effect as to any **claims** or issues in any disputes with anyone who is not a named party to the arbitration of Your Claims. For **CA** residents, the Arbitration Provision is amended to include the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to arbitrate any Claim is solely at Your discretion; (2) If arbitration is elected, this does not waive Your right to file and pursue civil action or complaint; (3) If any statement found within this Plan contradicts this section, this section shall take precedence. For **AL** residents, Plans purchased in the state of **AL** shall be governed by the laws of **AL**. Matters that are the subject of the arbitration shall be held in **AL**, in the county in which the contract holder lives. For **AZ** residents, this arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 800-325-2548. For **ME** residents, arbitration shall take place in the county of the contract holder’s principle Maine location and local rules shall apply. For **WA** residents, any arbitration proceeding shall be held at a location in closest proximity to the service contract holder’s permanent residence. For **WI** and **OR** residents, any arbitration proceeding shall be held in a **WI** and **OR** venue, respectively. For **WI** and **OR** residents, the matters that are the subject of the arbitration shall be subject to governed by the substantive laws of **WI** and **OR** respectively. Coverage afforded under this Plan is not guaranteed by any state Property & Casualty Insurance Guaranty Association. There is no deductible under the Plan.

Rights under the Plan, including the right to return, cancel or void the Plan, apply only to the original purchaser and may not be sold or transferred.

Cancellation: We may not cancel this Plan. You have no right to cancel this Plan, except pursuant to any of the following exceptions that apply for your State:

1. Cancellation During the Return Period. Your state may allow You to return Your Plan within a designated period. If You purchased the plan in **AL, AR, CO, CT, MA, ME, MN, MO, NJ, NM, NY, NV, OR, SC, UT, WA, or WY** and have not made a claim, You may return the Plan to the retailer from whom You purchased within 20 days after Our mailing date of the Plan to You if You received the Plan by mail or 10 days after delivery of the Plan to You at time of sale by the retailer from whom You purchased the Plan for a full refund of its purchase price.

If You have made a claim, Your state may allow You to still return the Plan within a designated period. In **CA**: within 60 days after Your receipt of the Plan You may return the Plan to the retailer from whom You purchased your Plan for a full refund, but, if You have made a claim under the Plan during the 60 day return period, you must provide written notice of cancellation to Guardsman and the refund will be reduced by the claim amount. In **HI**: within 30 days after Our mailing date of the Plan to You if You receive the Plan by mail or 20 days after delivery of the Plan to You at time of sale by the retailer or seller from whom You purchased the Plan. In **IL**: within 30 days after Your purchase of the Plan, reduced by a return fee amount We will charge You which will be the lesser of 10% of the purchase price of the Plan or \$50.00. In **MD**: within 20 days after Our mailing date of the Plan to You if You receive the Plan by mail or delivery of the Plan to You at time of sale by the retailer or seller from whom You purchased the Plan. In **OK**: If this Plan is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, We will refund the entire Plan charge paid. In **TX**: within 30 days after Your purchase of the Plan, but, if You have made a claim under the Plan during the 30 day return period, the refund will be reduced by the claim amount. In **VT**: within 20 days after Your receipt of the Plan. In **WI**: within 15 calendar days after delivery of the Plan to You.

2. All Other Cancellations. Your state may allow other cancellations not listed above. If You purchased the Plan in **AL, AZ, CA, IL, or TX**, You must provide written notice of cancellation to Guardsman, and Guardsman will refund You a pro rata portion of the Plan’s purchase price based on the time remaining under its term, less (in **AL** only) an administrative fee of \$25.00. In **AZ**: A cancellation fee equal to the lesser of 10% of the gross amount You paid for the Plan or \$25. In **CA**: A pro rata refund less any claims paid or cost of repairs previously made under the Plan and a cancellation fee equal to the lesser of 10% of the Plan’s purchase price or \$25.00. In **IL**: A pro rata refund less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee equal to the lesser of 10% of the Plan’s purchase price or \$50.00. In **OK**: If this Plan is canceled by You after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. This Plan cannot be cancelled by Us. In **GA**: You must demand cancellation of the Plan and surrender it to Guardsman, and Guardsman will refund You the excess of the Plan’s purchase price above the customary short rate for the expired number of days of the Plan. You are entitled to make a direct claim against the insurer that insures Guardsman’s obligations under the Plan upon Guardsman’s failure to pay any claim or refund amount owed to You within 60 days after proof of loss or notice of cancellation has been filed with Guardsman. In **ME**: You must provide written notice of cancellation to Guardsman 15 days prior to the date of cancellation of the Plan, containing the date of cancellation and reason for cancellation, and Guardsman will refund You a pro rata portion of the Plan’s purchase price based on the number of days remaining under its term less any claims paid or cost of repairs previously made under the Plan and less a cancellation fee not exceeding 10% of the Plan’s purchase price. In **NV**: Guardsman will refund You a pro rata portion of the Plan’s purchase price based on the time remaining under its term and a cancellation fee equal to the lesser of 10% of the Plan’s purchase price or \$25.00. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund paid pursuant to this Plan.

Late Refund Penalty. Your state may require Us to pay You a penalty if We do not refund the Plan’s purchase price within a designated period following your cancellation request. In **TX**: If We do not send Your refund payment within 45 days after You cancel the Plan, We will also pay You interest of 10% per annum on the refund amount due for each month after that 45 day period until We send Your refund payment. In **AL, AR, CO, HI, MA, MD, ME, MN, MO, NJ, SC, TX, or VT**: if You are entitled to a return refund and We do not send Your refund payment within 45 days after You return the Plan, We will also pay You a penalty of 10% of the purchase price of the Plan for each month after that 45 day period until We send Your refund payment. In **CA, NM, NV, NY, or WA**: if You are entitled to a return refund and We do not send Your refund payment within 30 days (**CA, NY, and WA**) or 45 days (**NV**) or 60 days (**NM**) after You return the Plan, We will also pay You interest of 10% per annum on the refund amount due for each 30 day period (or fraction thereof) after that first 30 day period until We send Your refund payment (**CA**) or a penalty of 10% of the purchase price of the Plan for each 30 day period after that 60 day period until We send Your refund payment (**NM**) or a penalty of 10% of the purchase price of the Plan for each 30 day period after that 45 day period until We send Your refund payment (**NV**) or a penalty of 10% of the purchase price of the Plan for each month after that 30 day period until We send Your refund payment (**NY and WA**).

Insurance Securing this Plan: THIS IS NOT AN INSURANCE POLICY. This Plan is secured by contractual liability policies provided by Continental Casualty Company (in all states except Washington) and The Continental Insurance Company (in Washington only), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid any claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance companies.

STATE SPECIFIC REQUIRED DISCLOSURES AND TERMS AND CONDITIONS:

The following state specific requirements are added to and become part of this Plan and supersede any other provision to the contrary:

Service Requests & Emergency Repairs. Service requests are fulfilled only when a Guardsman approved service technician makes the repair. This Plan does not provide for 24-hour emergency repairs except in **AR, MO, OR, SC, UT, and WA**. In those states, if the covered item under the Plan requires a need for emergency repair to the covered item under the Plan and a repair cannot be performed during its normal business hours, You may obtain services for such emergency repair from Guardsman or any qualified service provider, and Guardsman will reimburse You up to the amount of Guardsman's negotiated service rate with its approved service technician for the reasonable and customary costs You incur for such emergency repair to the extent Guardsman determines that the damage requiring such emergency repair are covered under the Plan.

Unresolved Disputes. CT, NH, NV, SC, TX, and VA RESIDENTS: If You have an unresolved complaint or dispute under the Plan, or questions concerning Guardsman or its regulation as a service contract provider, You may contact or file a complaint with Your state insurance regulatory authority. **CT:** Consumer Affairs Division of the Connecticut Insurance Dept. State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. **NH:** New Hampshire Insurance Dept. at 21 South Fruit Street, Suite 14, Concord, NH 03301, or call 603-271-2261. **NV:** If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **SC:** South Carolina Dept. of Insurance, 1201 Main Street, Suite 1000, Columbia, SC 29201, or call 803-737-6227. **TX:** Texas Dept. of Licensing and Regulation at P.O. Box 12157 Austin, Texas 78711 or call 800-578-4677. **VA:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

AZ RESIDENTS: The "pre-existing" exclusion in section 7 does not include stains or damage that were known or should reasonably have been known by Guardsman, the Lessor, or the retailer from whom you purchased the Plan.

NM RESIDENTS: Final contract price to be determined prior to presentation to consumer for signature.

NV RESIDENTS: This Plan, including the Arbitration Provision section, shall be governed by the laws of Nevada.

OK RESIDENTS: The Plan Obligor, Provider, and Administrator is Guardsman US LLC., 4999 36th Street SE, Grand Rapids, MI 49512, (616)-285-7889, Service Warranty Association #507496076. This is not an insurance Contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

WA RESIDENTS: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract.

WI RESIDENTS: Wisconsin residents are not required to report damage within thirty (30) days as stated under the "How to File a Claim" Section, on page 1; however notice of loss should be made as soon as reasonably possible and within 1 year from the date of loss.

WA and WI RESIDENTS: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Governing Law.

WY RESIDENTS: This Plan cannot be sold to residents of Wyoming.

UT RESIDENTS: Your failure to give any notice or file any proof of loss to Guardsman required by the Plan within the timeframe specified in sections 2.2., 2.3., 5.1.1., and 5.1.2., of the Plan does not invalidate a covered claim, if You show that it was not reasonably possible to give notice of or file proof of loss within the prescribed timeframe and that notice was given or proof of loss was filed with Guardsman as soon as reasonably possible.

The Arbitration Provision above is replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND GUARDSMAN MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION RULES FOR NON-ADMINISTERED ARBITRATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM GUARDSMAN. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND GUARDSMAN. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. Emergency services are available per the **Service Requests & Emergency Repairs** section above.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at Utah Dept. of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114-6901.