

great  
new name,  
same great benefits



**advantage**<sup>SM</sup>  
PROTECTION PLAN

# Comprehensive Service Guide

for Home & Car Electronics  
Computer Products



## WELCOME

You've made the best possible choice for getting the most out of your new purchase. With the Circuit City Advantage<sup>SM</sup> Protection Plan, you can rest assured knowing your purchase is protected beyond the manufacturer's warranty.

Use this Service Guide for helpful information including:

- What's covered and what's not
- Easy step-by-step instructions on how to get service
- Complete terms and conditions

## WHAT'S COVERED

Home and Car Products:

- Failures due to normal use and operation and power surges.
- Pixel burnout is covered as specified by the manufacturer.
- Original lamps on projection TVs are covered and include one-time replacement.
- No-lemon guarantee—replacement with 3rd failure.
- Annual cleaning of products with tape heads (cassette decks, camcorders, and micro/shelf stereo systems with built-in cassette decks).

Computer Products:

- Hardware problems due to normal use and operation and power surges.
- Batteries for notebook PCs and bulbs for LCD projectors are covered and replaced if necessary.
- Pixel burnout is covered as specified by the manufacturer.

## WHAT'S NOT COVERED

- Accidental damage (except when purchased with Circuit City Advantage<sup>SM</sup> Protection Plan Plus).
- Customer abuse/misuse or acts of nature.
- Cosmetic damage or damage caused by defacement, including the alteration of identification numbers.
- Consumables, such as batteries (except for notebook PC batteries & original LCD lamps), toner, ink, etc.
- Software-related issues. If you purchased Circuit City Advantage<sup>SM</sup> Protection Plan for a desktop or notebook PC, refer to your PC Resource Kit for offers related to software help and service.
- For other exclusions from coverage, please see Terms & Conditions of the Circuit City Advantage<sup>SM</sup> Protection Plan in the back of this guide for complete coverage details.

Please exercise proper care in your product's use and storage.

## UNDER CIRCUIT CITY'S RETURN POLICY

You can take advantage of Circuit City's return policy during the first 30 days or 14 days (depending on the product) after the sale date. For more details on returns or exchanges, visit or call any Circuit City store.

## UNDER CIRCUIT CITY ADVANTAGE<sup>SM</sup> PROTECTION PLAN

Home & Car products

- The Circuit City Advantage<sup>SM</sup> Protection Plan for Home and Car Electronics starts on the date of purchase and extends for the life of the plan. The plan term is inclusive of the manufacturer's warranty and store return policy.
- Should you need service, follow the steps outlined on pages 4-5.
- Service is not available outside the U.S.

Computer products

- The Circuit City Advantage<sup>SM</sup> Protection Plan for Computer Products begins on the date of purchase with power surge protection and notebook PC battery coverage. All other benefits begin with the expiration of the manufacturer's warranty or one year, whichever comes first, and extends for the remaining life of the plan. The plan term is inclusive of the manufacturer's warranty and store return policy.
- Should you need service, follow the steps outlined on pages 6-7.
- Service is not available outside the U.S.

- TELEVISIONS
- SATELLITE EQUIPMENT
- AUDIO & VIDEO PRODUCTS
- CAR ELECTRONICS

Find your product below and follow the easy step-by-step instructions. Having your receipt at hand when calling for service can help save time.

If you don't have your receipt, we can usually track your Circuit City Advantage<sup>SM</sup> Protection Plan using the name, phone number, and address you gave at the time of purchase.

### **BIG SCREEN TVs, TVs 25" & UP, and SATELLITE DISHES**

In-home Service and Original Lamp Replacement for Projection TVs

- Call (888) 333-2333 for troubleshooting and service information.
- Service is typically completed during normal business hours and within about 14 business days.
- Projection TV replacement lamp may be mailed to you.

### **SATELLITE RECEIVERS & DVRs**

Replacement Service

- Call (888) 333-2333 for diagnosis, troubleshooting, and replacement information. (Please have your product at hand and available for troubleshooting).
- If defective, a new or remanufactured replacement product and pre-paid shipping label will be sent to you in about 7 days.
- You may be required to provide a credit card number as a guarantee that the defective product will be returned.
- Ship the defective product using the label provided.

### **TVs SMALLER THAN 25", AUDIO COMPONENTS, HOME THEATER, DVD PLAYERS, MICRO/SHELF STEREO SYSTEMS & CAMCORDERS**

Drop-off Service

- Drop off your product at any Circuit City store. This includes products eligible for annual inspection and cleaning (products with tape heads).
- You'll be notified when your product is ready for pickup.
- Repairs are typically made in about 14 business days.

### **CAR ELECTRONICS (AUDIO, VIDEO, NAVIGATION, SECURITY & MORE)**

Drop-off Service

- Drop-off your product at any Circuit City Store.
- If your product was installed by Circuit City, we'll uninstall it for you at any store with car installation services—no appointment required.
- If defective, your equipment will be removed and transferred to our nearest repair facility.
- You'll be notified when your product is ready for pickup or reinstallation.
- Repairs are typically made in about 14 business days.

- **DESKTOP PCs**
- **NOTEBOOK PCs**
- **PDAs, DIGITAL CAMERAS**
- **MONITORS, PRINTERS, SCANNERS**
- **LCD PROJECTORS**
- **OTHER PERIPHERALS & ACCESSORIES**  
INTERNET HARDWARE, PC UPGRADES, KEYBOARDS,  
MOUSES, JOYSTICKS & COMPUTER SPEAKERS

The Circuit City Advantage<sup>SM</sup> Protection Plan for Computer Products begins on the date of purchase with power surge protection and notebook PC battery coverage. All other benefits begin with the expiration of the manufacturer's warranty or one year, whichever comes first, and extends for the remaining life of the plan. The plan term is inclusive of the manufacturer's warranty and store return policy. Use the chart below to help determine who to call.

Type of Problem	Who to call
Hardware problems related to power surges and notebook PC battery problems	Call (800) 555-4615
Hardware problems outside the manufacturer's warranty or after 1 year from date of purchase, whichever is earlier	Call (800) 555-4615
Hardware problems within the manufacturer's warranty	Contact the manufacturer
Software problems	Refer to your PC Resource Kit offer or Contact the Manufacturer

The Circuit City Advantage<sup>SM</sup> Protection Plan covers hardware problems only. Many computer problems resemble hardware issues, but in reality are caused by software conflicts or viruses. For software related issues, please contact the software provider.

If you purchased a Circuit City Advantage<sup>SM</sup> Protection Plan for a desktop or notebook PC, refer to your PC Resource Kit for offers related to software help and service. Virus protection software is available at most Circuit City stores.

**BEFORE CALLING FOR SERVICE - DIAGNOSE & TROUBLESHOOT YOUR PC**

Complete the following steps before calling for service.

- Visit [circuitcity.com/protectionplan](http://circuitcity.com/protectionplan) for self-help articles.
- Run "scan disk" or "defrag" for devices that are running slowly.
- If you have more than one computer, monitor, or printer, try switching components to isolate the problem source.
- Describe your problem in detail, writing down any error messages. Let us know about any recently added hardware or software.

- Be at your computer or with your product when you call. To save time, have your receipt, brand, model and serial numbers at hand.
- Reserve about 20 minutes for a certified technician to walk you through the troubleshooting session. Many problems can be resolved this way.
- The technician may ask if you are comfortable opening up your computer. If you are, this can speed the diagnostic process.
- If a defect is found, your product will be repaired or replaced as indicated below.

**DESKTOP PCs**

In-home Service

- Follow the steps under "Before Calling for Service."
- Call (800) 555-4615 for diagnosis, troubleshooting, and service information.
- If defective, in-home service will be scheduled.
- Service is typically completed during normal business hours, within about 7 to 10 business days.

**MONITORS, PRINTERS, SCANNERS, INTERNET HARDWARE, PC UPGRADES, KEYBOARDS, MOUSES, JOYSTICKS & COMPUTER SPEAKERS**

Replacement Service

- Follow the steps under "Before Calling for Service."
- Call (800) 555-4615 for diagnosis, troubleshooting, and service information.
- If defective, a new or remanufactured replacement product will be sent to you in about 3 to 5 business days.
- Ship your defective product using the pre-paid shipping label provided.

**NOTEBOOK PCS, PDAS, DIGITAL CAMERAS & LCD PROJECTORS**

Repair Service, Battery Replacement for Notebook PCs & Bulb Replacement for LCD Projectors

- Follow the steps under "Before Calling for Service."
- Call (800) 555-4615 for diagnosis, troubleshooting, and service information.
- If defective, a box and pre-paid shipping label will be provided. Replacement laptop batteries and LCD projector bulbs will be mailed to you.
- Ship the defective product using the label and box provided.
- Your repaired product will be mailed to you in about 7 business days.

The following products are eligible for Circuit City Advantage<sup>SM</sup> Protection Plan coverage:

**Home & Car Electronics**

TVs: All TVs & TV/VCR/DVD combos (handheld TVs are covered under our Replacement Plan)

Car Electronics: CD Players, Car Speakers, Woofers/Subwoofers-Auto, Power Amps, Mobile Video and Navigation, Satellite Radio, CD Changers, Radar Detectors, Car Stereos, Loaded and Unloaded Enclosures, FRS Radio, FM Modulators, Remote Start, and Automotive Security

Home Video: Digital Video, Camcorders, Satellite Systems, Satellite Dishes and Equipment, Set-top Decoders, Digital Cable Decoders, Personal Video Recorders, Video Peripherals, Movie Disc Players, and Personal Video

Home Audio: Home Theatre In a Box, Receivers, Micro/Shelf Stereo Systems, Speakers, CD Players, Digital and Analog Audio Recorders, Powered Subwoofers, In-wall Loudspeakers, Power Amps, Pre Amps, Rack Systems, and Lifestyle Systems

**Computer Products**

Desktop PCs, Notebook PCs, Printers, Digital Cameras, Monitors, PC Upgrades, PDAs, Internet Hardware, Scanners, Peripherals, Projectors, and Home Networking Hardware

**Circuit City Advantage<sup>SM</sup> Protection Plan for Home and Car Electronics Terms and Conditions**

(See Section 19 for Terms and Conditions Applicable to Certain State Residents)

**1. Parties.** “We”, “Us” and “Our” shall mean the company obligated under your service contract for the Circuit City Advantage<sup>SM</sup> Protection Plan For Home and Car Electronics (“Plan”). Unless otherwise provided in Section 19 of these Terms and Conditions, the company obligated under the Plan is **National Product Care Company, 1000 Milwaukee Avenue, Glenview, IL 60025**. The Circuit City Advantage<sup>SM</sup> Protection Plan For Home and Car Electronics is only available in the 48 contiguous United States and Hawaii. “You” and “Your” mean the purchaser of the product(s) (collectively, “Product”) covered under the Plan and any authorized transferee/assignee of the purchaser. The administrator of the Plan is Circuit City Stores, Inc. (the “Administrator”). Services are provided under the Plan by Circuit City Stores, Inc. (“Service Provider”) or its authorized designee. The address of the Service Provider is the Circuit City store location where the Product was purchased, or Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233.

**2. Contract.** These Terms and Conditions, together with the sales receipt or other evidence of Your purchase of the Plan (“Sales Receipt”) shall collectively constitute the entire contract relating to Your coverage (“Contract”). The Sales Receipt describes the covered Product, the commencement date of the Plan (which is Your purchase date), and the duration of the Plan. Although We retain a record of Your Plan and Product purchase, You are encouraged to retain Your Contract as proof of ownership. In the event Your Product is being serviced under this Plan when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

**3. Coverage.**  
**A.** Subject to these Terms and Conditions, services performed under the Contract shall consist of furnishing labor, functional parts and components necessary to restore the covered Product to normal operating condition in accordance with the manufacturer’s written specifications, provided such service is necessitated by Product failure during normal non-commercial use. The Plan also specifically covers loss or damage resulting from power surges. **THE PLAN IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY. THE PLAN DOES NOT REPLACE THE MANUFACTURER’S WARRANTY BUT ADDS CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER’S WARRANTY PERIOD.** There is no deductible required to obtain service.  
**B.** If the covered product is a television that requires a lamp to

generate a picture (e.g. DLP, LCD, LCoS televisions) Your contract covers one (1) lamp replacement per Contract term. Refer to Section 6.E. for lamp replacement details.

**C.** If the covered Product is a refrigerator or freezer, the Contract covers food loss occurring as a direct result of a mechanical or electrical defect. This food loss coverage is limited to reimbursement of up to Two Hundred Dollars (\$200) per incident for the covered Product, and must be verified by a qualified servicer.

**D.** Your Contract covers one annual cleaning or other preventative maintenance per covered Product as required to maintain normal operation in accordance with the manufacturer's specifications for the following covered Products: home cassette decks, VCRs, camcorders and TV/VCR combinations. All such preventative maintenance shall be performed on a drop-off basis only.

**E.** We will not make any reimbursements or cash outlays for labor or parts relating to repairs for the covered Product, except to the Service Provider or its authorized designees.

**4. When Service Is Needed For Product Failure.** When You need assistance, refer to Your Sales Receipt for instructions on how to obtain service. If the Sales Receipt indicates that "Drop-Off Service" (as defined herein) is applicable to Your covered Product, You should deliver the covered Product to Your nearest Circuit City store location for service as set forth in Section 5 of these Terms and Conditions. If the Sales Receipt indicates that "In-Home Service" (as defined herein) is applicable to Your covered Product, You should call [1-888-333-2333] and speak with a phone representative for directions on service as set forth in Section 6 of these Terms and Conditions. Service shall normally be available and rendered during the regular working hours and work week of the Administrator. The Administrator will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by acts of nature, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

**5. Drop-Off Service.**

**A.** If the Sales Receipt indicates that Drop-Off Service is applicable to Your covered Product, You must deliver the covered Product to a Circuit City store location for repair. For information regarding the Circuit City location most convenient to You, You may call [1-888-333-2333].

**B.** If the covered Product is deemed non-repairable, at the sole determination of the Service Provider or its designee, We will attempt to replace it with a product of equal or similar features and functionality, though not necessarily of the same brand or original purchase price. Replacement products may be new or rebuilt at the sole discretion of the Service Provider. A condition of replacement is that You may be required to return the original Product to the Service Provider, at the Service Provider's reasonable expense, upon receipt of the replacement product.

If We are unable to provide a new or rebuilt replacement Product within a reasonable time period, at Our discretion, We may issue a Circuit City Gift Card to You, equal to the original purchase price of Your Product, excluding sales tax.

**C.** The Circuit City Gift Card may be used to purchase a replacement product of Your choice at any Circuit City store location. You are responsible for any difference between the purchase price of Your selected replacement and the amount paid for the covered Product. Any excess funds will be placed on a Circuit City Gift Card. You cannot redeem the Circuit City Gift Card for cash. The Gift Card is not valid for payment on a Circuit City Credit Card. If lost or stolen, only the balance remaining on the Gift Card at the time an original receipt is presented will be reissued. The Circuit City Gift Card does not have an expiration date. Any balance remaining on a Circuit City Gift Card may be used for future purchases. The law of the Commonwealth of Virginia shall apply to the Circuit City Gift Card. Please refer to the Gift Card for controlling terms of use.

**6. In-Home Service.**

**A.** If Your Sales Receipt indicates that In-Home Service is applicable to Your covered Product, You must call [(888) 333-2333] to arrange for service. The Service Provider or its designee will attempt to troubleshoot Your reported issue in advance of scheduling repairs or submitting Your Product for service. Repairs will generally be performed at Your address, as provided in Section 6.B. below. For certain Products, the Service Provider or its designee will direct service by shipping a replacement product as set forth in Section 6.D. below.

**B.** In order to provide repair service at Your address, Your Product must be accessible to the Service Provider. The Service Provider is not authorized to remove or reinstall Products affixed to a wall, furniture or other structure that may result in property damage. You are required to arrange for removal of the Product prior to the Service Provider's scheduled service call. As a condition of service at Your address, You also agree to ensure a non-threatening and safe environment and the presence of an adult at the time of the scheduled in-home service. If some or all of the repair work must be done outside of Your home, in the sole discretion of the Service Provider or its authorized designee, We will furnish the transportation of the covered Product to and from the service location and Your address. In some instances We may be unable to arrange for a service call due to the remote location of Your covered Product. In such event, We will provide You a full refund of the purchase price of Your Contract, less any claims paid.

**C.** If the Service Provider or its designee determines, at its sole discretion, that the covered Product is non-repairable, We will attempt to replace it with a product of equal or similar features and functionality, though not necessarily of the same brand or original purchase price. Replacement products may be new or rebuilt at the sole discretion of the Service Provider. A condition of replacement is that You may be required to return the original Product to the Service Provider, at the Service

Provider's reasonable expense, upon receipt of the replacement product. If We are unable to provide a new or rebuilt replacement Product within a reasonable time period, at Our discretion, We may issue a Circuit City Gift Card to You, equal to the original purchase price of Your Product, excluding sales tax. Please refer to Section 5.C. above and the Gift Card for controlling terms of use.

D. During phone troubleshooting of Your covered Product, the Service Provider or its designee may authorize service of Your Product (or a component thereof, such as a remote control) using a "replaced and shipped" method. This service will ensure that You have a working Product as soon as possible. In such instance, at Our sole discretion We will (1) replace Your Product with a new or factory reconditioned Product of equal or similar features and functionality, though not necessarily of the same brand or original purchase price; or (2) issue to You a Circuit City Gift Card, if a new or factory reconditioned replacement product is no longer available. The Gift Card shall be equal to the original purchase price of the Product, excluding sales tax. Please refer to Section 5.C. above and the Gift Card for controlling terms of use. You will be required to return the original Product to the Service Provider or its designee, at the Service Provider's reasonable expense. You may be required to provide a credit card number as a guarantee that the replaced defective Product will be returned. Covered Products found to be non-defective or found to have a non-covered issue may be returned to You, and You shall be responsible for all associated costs.

E. If through troubleshooting a television that requires a lamp to generate a picture (e.g. DLP, LCD, LCoS televisions), We determine that the non-functioning component is the lamp, You will be required to uninstall the lamp and return the lamp to the Service Provider or its designee, at the Service Provider's reasonable expense. Upon the defective lamp being received and inspected by the Service Provider, You will be sent a replacement lamp from an authorized warehouse for installation by You. Lamps found to be non-defective or excluded from coverage will be automatically returned to You at Your expense. You may be required to provide a credit card number as a guarantee for return shipping on lamps found to be non-defective or excluded from coverage.

7. **Exclusions from Service.** Your Plan does not cover the following:

**A. MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, NEGLIGENCE, ACCIDENT, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE (EXCEPT DAMAGE INCURRED**

**BY AUTHORIZED SHIPMENT OF THE PRODUCT TO AND FROM AN AUTHORIZED SERVICER), DAMAGE TO CABINetry, LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, BURNED PHOSPHOR (INCLUDING IMAGE GHOSTING), PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE OF THE PRODUCT.**

**B. DAMAGE TO CLOTHING OR FABRIC INCLUDING BUT NOT LIMITED TO TEARS, WEAR-THROUGH, PUNCTURES, BURNS, INK AND STAINS OF ANY KIND.**

**C. DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS.**

**D. DAMAGE TO WATER AND GAS LINES, AND OTHER EXTERIOR PIPES OR PLUMBING, BEYOND THE COVERED PRODUCT.**

**E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.**

**F. LOSS OF OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA .**

**G. CONSUMABLES INCLUDING BUT NOT LIMITED TO BATTERIES, TONER, DRUMS, BELTS, CONSUMER REPLACEABLE PRINTER HEADS, 2 OR MORE REPLACEMENT LAMPS FOR TELEVISIONS THAT REQUIRE A LAMP TO GENERATE A PICTURE (e.g. DLP, LCD, LCoS TELEVISIONS).**

**H. UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS DROP-OFF.**

**I. COMMERCIALY-USED PRODUCTS.**

**J. PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS.**

**K. ANY REPAIR THAT IS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.**

**L. PRODUCTS LOCATED OUTSIDE OF THE 48 CONTIGUOUS UNITED STATES AND HAWAII.**

**M. REPAIR OF PRODUCT UPON THE NONCOMPLIANCE BY YOU OF ANY PART OF SECTION 13.**

**N. EXCEPT AS OTHERWISE INDICATED, CLEANING OR OTHER PREVENTATIVE MAINTENANCE.**

8. **Replacement Parts.** In connection with the repair service for a covered Product as provided under this Plan, the Service Provider or its designee, at its sole discretion, may use replacement parts which are new or rebuilt parts that perform to the factory operational specifications of the Product.

9. **No Lemon Guarantee.** Notwithstanding Sections 5 and 6 above, during the term of the Contract if Your Product is repaired twice and it fails a third time, as verified by the Service Provider, We will replace it under Our No Lemon Guarantee.

Replacement Products will be of equal or similar features and functionality, though not necessarily of the same brand or original purchase price. Replacement Products may be new or rebuilt at the sole discretion of the Service Provider. If We are unable to provide a new or rebuilt replacement Product within a reasonable time period, at Our discretion, We may issue a Circuit City Gift Card to You equal to the original purchase price of Your Product, excluding sales tax. Please refer to Section 5.C. above and the Gift Card for controlling terms of use. A condition of replacement is that You may be required to return the original Product to the Service Provider, at the Service Provider's reasonable expense, upon receipt of the replacement Product. Service events that don't result in a physical repair such as "customer education," "no defect found," or cleaning and preventative maintenance do not constitute a repair event.

**10. Cancellation.** You may cancel the Contract for any reason at any time. We may cancel the Contract only under the circumstances provided in Section 10.C. below.

**A.** If You cancel the Contract within thirty (30) days of receipt of the Contract, You will receive a full refund. If You purchased the Contract at a Circuit City store location, You may initiate cancellation of Your Contract within the first thirty (30) days at any Circuit City store location. If You purchased the Contract by phone or via internet, You may initiate cancellation of Your Contract at any Circuit City store location or submit a written notice to the Administrator at Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233.

**B.** If You initiate cancellation of Your Contract at any time after the first thirty (30) days of receipt of the Contract, You will receive a pro rata refund based on the remaining portion of the Contract purchase price, less an administrative fee equal to the lesser of ten percent (10%) of the Contract purchase price or Twenty-Five Dollars (\$25.00), unless otherwise provided by state law. Your refund will also be reduced by the amount paid in claims, unless otherwise provided by state law. You may initiate cancellation of Your Contract after the first thirty (30) days either at a Circuit City store location or submit written notice to the Administrator at the address provided in Section 10.A. above.

**C.** We can cancel the Contract only for non-payment by You, material misrepresentation, fraud or any other violation of these Terms and Conditions. If We cancel the Contract after the first thirty (30) days for any reason other than non-payment by You, Your refund will be pro rated based on one hundred percent (100%) of the remaining portion of the Contract purchase price, less any claims paid unless otherwise provided by state law.

**11. Transfer of Contract.** Your rights under the Contract are transferable to another person at any time by providing written notice to the Administrator at Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233. The notice must include the name, address and phone number of the person to whom the Contract is being transferred. Your transfer takes

effect as soon as the Administrator receives Your written notice.

**12. Renewals.** In no event shall We be required to issue a renewal contract. In the event We offer a renewal contract, and if the covered Product is a television that requires a lamp to generate a picture (e.g. DLP, LCD, LCoS televisions), a renewal contract may or may not include one (1) time lamp replacement coverage. In no event shall We be required to issue a renewal contract with lamp replacement coverage. If a renewal contract is offered to You, the renewal price will reflect the age of the covered Product, the current service costs at the time of renewal, and the available coverage benefits for the renewal period (e.g. one time lamp replacement). Your renewal Sales Receipt will indicate if one time lamp replacement is included in Your renewal coverage.

**13. Your Requirements Under the Contract.** For the Contract to remain active, You must maintain the covered Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure: full cooperation with the Service Provider and authorized servicers during any telephone diagnosis and repair of the covered Product.

**14. Limitation of Liability.** To the extent permitted by law, neither the company obligated under the Contract, the Administrator, the Service Provider or its designees, nor the insurer (see Section 15 below) shall have any liability for incidental or consequential damages related to any service provided under the Contract.

**15. Contract Insurer.** Unless otherwise provided in Section 19 of these Terms and Conditions, Our obligations under the Contract are insured by a policy of insurance issued by Virginia Surety Company, Inc., 1000 Milwaukee Avenue, Glenview, IL 60025, Phone:1-800-209-6206 (the "Contract Insurer").

**16. Governing Law.** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

**17. Contract Provisions.** If there is a conflict between the Contract and information communicated either orally or in writing by the company obligated under the Contract, the Service Provider, the Administrator, or the respective employees or agents of any of them, the provisions of the Contract shall control.

**18. Subrogation.** In the event Your covered Product is repaired or replaced under the terms of the Contract, You agree to subrogate and assign Your rights of recovery to Us and/or the Service Provider. You will be reimbursed for any reasonable costs and expenses You may incur in connection with the assignment of

Your rights. You will be made whole before We and/or the Service Provider retain any amounts that may be recovered.

**19. State Variations.** The following state variations will control if inconsistent with any other provisions:

**Alabama Residents:** Non-original manufacturer's parts may be used for repair if the manufacturer's parts are unavailable. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer. Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and requires immediate repair.

**Arizona Residents:** The company obligated under the Plan is **Service Saver, Incorporated, 1000 Milwaukee Avenue, Glenview, IL 60025**. No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. In Section 7 of these Terms and Conditions ("Exclusions from Service"), the statement: "ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT" does not apply in the state of Arizona. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**California Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. Informal dispute resolution is not available.

**Connecticut Residents:** If You purchased this Contract in Connecticut, You may pursue arbitration to settle disputes between You and the Service Provider of this Contract. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, the purchase price of the Product and cost of repair, and include a copy of the Contract. The term of this Contract will be automatically extended for the period during which the Product is in the custody of a service center for repair. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Florida Residents:** The company obligated under the Plan is

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**Service Saver, Incorporated, 1000 Milwaukee Avenue, Glenview, IL 60025.** The license number is: 80173. Section 10.C. of these Terms and Conditions is amended to read as follows: If We cancel the Contract, Your refund will be pro rated based on one hundred percent (100%) of the remaining portion of the Contract purchase price. Claims paid shall not be deducted from the amount to be refunded upon cancellation of the Contract by Us. This contract shall be interpreted and enforced in accordance with the laws of the state of Florida.

**Georgia Residents:** If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. In the event of cancellation by Us, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 33-24-44 of the Code of Georgia. Claims paid and/or administrative fees shall not be deducted from any refund owed as a result of cancellation by Us or by You. In Section 10.C. of these Terms and Conditions ("Cancellation"), the first sentence is replaced with "We can cancel the Contract only for non-payment by You, material misrepresentation or fraud." Section 7.E. of these Terms and Conditions ("Exclusions from Service"), is changed to "Any and all pre-existing conditions known by You that occur prior to the effective date of this Contract." In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Hawaii Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract.

**Illinois Residents:** In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Kentucky Residents:** In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Maine Residents:** The company obligated under the Plan is **Circuit City Stores, Inc., Warranty Administration, 9950 Mayland Drive, Richmond, Virginia 23233**. The provisions of Section 15 shall not apply to residents of Maine.

**Maryland Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract.

**Michigan Residents:** If performance under the Contract is

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interrupted because of a strike or work stoppage at the Service Provider's or Our place of business, the term of the Contract shall be extended for the period of the strike or work stoppage.

**Nevada Residents:** We may not cancel this Contract without providing You with written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Contract. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. This Contract shall be interpreted and enforced in accordance with the laws of the State of Nevada.

**New Hampshire Residents:** In the event You do not receive satisfaction under this Contract You may contact the New Hampshire insurance department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**New Mexico Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Contract. We may not cancel the Contract without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If the Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Contract term or one (1) year, whichever occurs first, unless (a) You fail to pay any amount due; (b) You are convicted of a crime which results in an increase in the service required under the Contract; (c) You engage in fraud or material misrepresentation in obtaining the Contract; or (d) You commit any act, omission, or violation of any terms of the Contract after the effective date of the Contract which substantially and materially increase the service required under the Contract.

**New York Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer. **Emergency repairs:** In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. **Emergency repair** is defined as a failure that creates a risk to health or property

and requires immediate repair.

**North Carolina Residents:** You understand that the purchase of the Contract is not required to purchase or to obtain financing for the Product. We may not cancel the Contract except for nonpayment by You or for violation of any of the Terms and Conditions of the Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Oklahoma Residents:** The Contract is not issued by the manufacturer or wholesale company marketing the product covered by the Contract. The Contract will not be honored by such manufacturer or wholesale company. In the event the Contract is cancelled by You after the first thirty (30) days of receipt of the Contract, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium. In the event the Contract is cancelled by Us at any time or by You within the first thirty (30) days of receipt of the Contract, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium.

**Oregon Residents:** **Emergency repairs:** In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. **Emergency repair** is defined as a failure that creates a risk to health or property and requires immediate repair.

**South Carolina Residents:** You may notify the South Carolina Department of Insurance at PO Box 100105, Columbia, SC 29202-3105, 803-737-6180, with any complaints or questions regarding the Contract. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. **Emergency repairs:** In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. **Emergency repair** is defined as a failure that creates a risk to health or property and requires immediate repair.

**Tennessee Residents:** The expiration date of the Contract will automatically be extended by the duration that the Product is withheld from consumer use while being repaired, plus two (2) days.

**Texas Residents:** Unresolved complaints concerning a provider or questions concerning the registration of the company obligated under this Contract may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin TX 78711. A ten percent (10%) penalty per month

shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Utah Residents:** Coverage afforded under the Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and does not invalidate a claim if You can show it was filed as soon as reasonably possible. There is no deductible required to obtain service for Your covered Product. Non-original manufacturer's parts may be used for repair if the manufacturer's parts are unavailable. We can cancel the Contract during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the Contract 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 the Contract by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract, (c) substantial breaches 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 the cancellation and, (4) a detailed explanation of the reason for cancellation. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer. This Contract shall be interpreted and enforced in accordance with the laws of the State of Utah. Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and requires immediate repair.

**Vermont Residents:** Emergency repairs: In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and requires immediate repair.

**Washington Residents:** We may not cancel the Contract without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer. You are not required to wait sixty (60) days before filing a claim directly to the insurer. This Contract shall be interpreted and enforced in accordance with the laws of the State of Washington. Emergency Repairs: In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider at a reasonable cost (to be determined at Our sole discretion) without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and requires immediate repair.

**Wisconsin Residents:** The company obligated under the Plan is **Service Saver, Incorporated, 1000 Milwaukee Avenue, Glenview, IL 60025**. The Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one year after the time required by the Contract. Failure to furnish such notice or proof within the time required by the Contract does not invalidate or reduce a claim. The contract holder will be made whole before the Service Provider retains any amounts it may recover. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Contract. In the event any covered claim is not satisfied within sixty (60) days after proof of loss has been filed, or if We cease to do business or go bankrupt, You may apply directly to the Contract Insurer.

**Wyoming Residents:** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. This Contract shall be interpreted and enforced in accordance with the laws of the State of Wyoming.

## **Circuit City Advantage<sup>SM</sup> Protection Plan for Computer Products Terms and Conditions**

**(See Section 22 for Terms and Conditions Applicable to Certain State Residents) This contract is not an insurance contract.**

**1. Parties.** Unless otherwise provided in Section 22 of these Terms and Conditions, the obligor ("Obligor") of this Contract is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348]. The administrator ("Administrator") of this Contract is Federal Warranty Service Corporation. "We", "Us", and "Our" mean collectively the Obligor, the Administrator, and the Insurer. "You" and "Your" mean the purchaser of the computer-related product(s) covered under the Plan (collectively, "Product") and any authorized transferee/assignee of the purchaser. The Circuit City Advantage<sup>SM</sup> Protection Plan For Computer Products is only available in the United States. If You have questions about Your Contract or need service, please call the Administrator at [1-800-555-4615] or write to [Attn: Circuit City Advantage<sup>SM</sup> Protection Plan Program, P. O. Box 105689, Atlanta, GA30348].

**2. Contract.** These Terms and Conditions, together with the sales receipt or other evidence of purchase of the Plan ("Sales Receipt"), shall collectively constitute the entire contract relating to Your coverage ("Contract"). Your Sales Receipt describes the covered Product, the commencement date of the Plan, and the duration of the Plan. Although We retain Your Plan records, You are encouraged to retain Your Contract as proof of ownership. In the event Your Product is being serviced under this Plan when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

**3. Coverage.** Subject to these Terms and Conditions, the provisions of the Contract provide for the repair or replacement (as applicable) of the covered Product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications. The Contract also specifically covers loss or damage resulting from power surges. The Contract provides coverage only for the Product listed as covered on Your Sales Receipt.

**THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.**

**4. When Service Is Needed For Product Failure.** When You need assistance, call [1-800-555-4615]. For assistance in Mexico, call [001-800-555-4615]. The Administrator will perform a telephone diagnosis of the hardware Product failure. If Your covered Product is deemed defective, at the

sole determination of the Administrator, You will be instructed as to the procedures for obtaining service applicable to Your covered Product. Service may include, either In-Home Service, Repaired and Shipped Service, Drop Off Service, or Replaced and Shipped Service, as defined herein. Service shall normally be available and rendered during the regular working hours and work week of the Administrator. You may check the status of Your claim at any time by going to [www.circuitcity.com/protectionplan](http://www.circuitcity.com/protectionplan) and typing in Your claim incident number as Your password. For other questions about the Contract or coverage offered under this Plan, or to check the status of Your claim if You do not have Internet access, please call [1-800-555-4615]. The Administrator will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by acts of nature, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

**5. In-Home Service.** If the Administrator's telephone diagnosis indicates that In-Home Service is applicable to Your covered Product, repairs will generally be performed at Your address by the Administrator or its authorized designee. If some of the work must be done outside of Your home, at the sole discretion of the Administrator or its authorized designee, We will furnish the transportation of the covered Product to and from the service location. If We are unable to arrange for In-Home Service or necessary transportation outside of Your home to a service location due to the remote location of Your covered Product, We may either (A) authorize You to utilize Drop Off Service at the Circuit City store location most convenient to You; or (B) provide You a full refund of the purchase price of Your Contract, less any claims paid, unless otherwise precluded by law

**6. Repaired and Shipped Service.** If the Administrator's telephone diagnosis indicates that Repaired and Shipped Service is applicable to Your covered Product, the Administrator will authorize You to mail-in Your covered Product to a service location. The sensitive technical nature of Products covered by Repaired and Shipped Service require that repairs be made within the controlled environment of an authorized service center. We will pay delivery charges for Your Product covered by Repaired and Shipped Service.

**7. Drop Off Service.** If In-Home Service or Repaired and Shipped Service cannot be conveniently scheduled by Us for You, We at our sole discretion will authorize You to utilize Drop Off Service at the Circuit City store location most convenient to You. The services provided under the Contract are generally available and rendered by the Service Provider during the regular working hours of the Circuit City store location. You will be responsible for delivery and pick up of the covered Product to/from the Circuit City store location. For

information regarding the nearest Circuit City location for drop-off service, You may call [1-888-333-2333].

**8. Replaced and Shipped Service.**

A. If the Administrator's telephone diagnosis indicates that Replaced and Shipped Service is applicable to Your covered Product, the Administrator will provide You a new or refurbished Product of equal or similar features and functionality at Our sole discretion, though not necessarily of the same brand. If a replacement Product is not available or if You refuse the refurbished Product, the Administrator may issue a Circuit City Gift Card to You equal to the current replacement cost of like-kind product. The Gift Card may be used only at Circuit City stores and is not redeemable for cash or credit. At the Administrator's sole discretion, You may be required to return Your defective Product to the Administrator with freight pre-paid by the Administrator. This service will ensure that You have a working Product as soon as possible. You may be required to provide a credit card number as a guarantee that the defective Product will be returned. Our limit of liability is the purchase price of the covered Product at the time of purchase including sales tax.

B. The Circuit City Gift Card may be used to purchase the replacement of Your choice, at any Circuit City store location. You are responsible for any difference between the purchase price of Your selected replacement and the amount paid for the covered Product. Any excess funds will be placed on a Circuit City Gift Card. You cannot redeem the Circuit City Gift Card for cash. The Gift Card is not valid for payment on a Circuit City Credit Card. If lost or stolen, only the balance remaining on the Gift Card at the time an original receipt is presented will be reissued. The Circuit City Gift Card does not have an expiration date. Any balance remaining on a Circuit City Gift Card may be used for future purchases. The law of the Commonwealth of Virginia shall apply to the Circuit City Gift Card. Please refer to the Gift Card for controlling terms of use.

**9. Exclusions from Service. YOUR CONTRACT DOES NOT COVER THE FOLLOWING:**

**A. MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSES OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER AND OTHER ENVIRONMENTAL CONDITIONS, NEGLIGENCE, ACCIDENT, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, UNAUTHORIZED REPAIRS BY THIRD PARTIES, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE (EXCEPT DAMAGE INCURRED BY AUTHORIZED SHIPMENT OF PRODUCT(S) TO AND FROM AN AUTHORIZED SERVICER), DAMAGE TO CABINETS, LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, MOLD,**

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**BATTERY LEAKAGE, BURNED PHOSPHOR (INCLUDING IMAGE GHOSTING) IN CRTs, PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, COMPUTER VIRUSES, SOFTWARE DEFECTS, SOFTWARE GENERATED PROBLEMS, TERRORIST GENERATED VIRUS THREAT, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE OF THE PRODUCT.**

**B. PRODUCT(S) USED AS A SERVER PRODUCT OR SUBSEQUENT LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA; PERSONAL COMPUTERS WHILE CONNECTED TO A NETWORK.**

**C. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.**

**D. CONSUMABLES SUCH AS TONER, RIBBONS, DRUMS, BELTS, CONSUMER REPLACEABLE PRINTER HEADS AND ALL BATTERIES EXCEPT LAPTOP POWER SOURCE BATTERIES. PLEASE NOTE, IF THIS IS A RENEWAL CONTRACT, LAPTOP POWER SOURCE BATTERIES ARE EXCLUDED FROM COVERAGE.**

**E. UNAUTHORIZED TRANSPORTATION CHARGES.**

**F. PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.**

**G. ANY REPAIR THAT IS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.**

**H. PRODUCTS LOCATED OUTSIDE OF THE UNITED STATES, UNLESS CARRIED-IN OR MAILED-IN AT YOUR EXPENSE AND LIABILITY.**

**I. PRODUCTS USED IN A COMMERCIAL ENVIRONMENT, SUCH AS FOR EXAMPLE ENTERPRISES WITH TWENTY-FIVE (25) EMPLOYEES OR MORE IN ONE LOCATION.**

**J. REPAIR OF PRODUCT UPON THE NONCOMPLIANCE OF ANY PART OF SECTION 16 BY YOU.**

**10. Replacement Parts.** In connection with the repair service for a covered Product as provided under this Plan, the Administrator or its designee, at its sole discretion, may use replacement parts which are new or rebuilt parts that perform to the factory operational specifications of the Product. The use of NON-ORIGINAL MANUFACTURER PARTS is allowed under the Contract.

**11. No Lemon Guarantee.** If any component in Your covered Product fails three (3) times due to the same problem within any twelve (12) month period immediately following the expiration date of the manufacturer's warranty or one year from the Contract purchase date, whichever comes first as verified by the Administrator, We will replace covered Product or component under Our No Lemon Guarantee. Replacement products will be of equal or similar features and functionality at Our sole discretion, though not necessarily of the same brand. Replacement products may be new or rebuilt at the sole discretion of the Administrator. Our limit of liability is the purchase price of the covered Product at the time of purchase

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including sales tax. A condition of replacement is that You may be required to return the original Product to the Administrator, at the Administrator's reasonable expense, upon receipt of the replacement product. If a replacement Product is not available or if You refuse the refurbished Product, the Administrator may issue a Circuit City Gift Card to You equal to the current replacement cost of like-kind product. The Gift Card may be used only at Circuit City stores, shall not be redeemable for cash or credit, and shall otherwise be subject to the terms and conditions set forth in Section 8.B. of this Contract. Service events that do not result in a physical repair such as "customer education," "no defect found," cleaning and preventative maintenance do not constitute a repair event.

**12. Non-Repairable Products.** If the covered Product is deemed non-repairable, at the sole determination of the Administrator or its designee, We will replace it with a product of equal or similar features and functionality, though not necessarily of the same brand. Replacement products may be new or rebuilt at the sole discretion of the Administrator. Our limit of liability is the purchase price of the covered Product at the time of purchase including sales tax. A condition of replacement is that You may be required to return the original Product to the Administrator, at the Administrator's reasonable expense, upon receipt of the replacement product. If a replacement Product is not available or if You refuse the refurbished Product, the Administrator may issue a Circuit City Gift Card to You equal to the current replacement cost of like-kind product. The Gift Card may be used only at Circuit City stores, shall not be redeemable for cash or credit, and shall otherwise be subject to the terms and conditions set forth in Section 8.B. of this Contract.

**13. Cancellation.** You may cancel the Contract at any time for any reason. To cancel You must notify the Administrator in writing of Your desire to cancel this Contract. The Administrator will accept Your cancellation notice and determine the amount of any applicable refund. Mail Your notice of cancellation to Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233.

**A.** If the Administrator receives Your written cancellation notice within thirty (30) days of the original purchase date of the Contract, You will receive a full refund of the amount paid for the Contract. Your refund will be reduced by the amount paid in claims due to power surge, unless otherwise provided by state law.

**B.** If the Administrator receives Your written cancellation notice more than thirty (30) days after the original purchase date of the Contract as indicated on Your Sales Receipt, You will receive a refund equal to a pro-rated amount of the price paid for the Contract (based on the duration of the Contract),

less an administrative fee equal to the lesser of ten percent (10%) of the Contract purchase price or Twenty-Five Dollars (\$25.00), unless otherwise provided by state law. Your refund will also be reduced by the amount paid in claims, unless otherwise provided by state law.

**C.** We can cancel the Contract for a breach of contract by You, material misrepresentation or fraud. If We cancel the Contract after the first thirty (30) days for any contractual reason, You will receive a refund equal to a pro-rated amount of the price paid for the Contract (based on the duration of the Contract), unless otherwise provided by state law. Your refund will also be reduced by the amount paid in claims, unless otherwise provided by state law. Such written notice of cancellation by Us shall be sent to You at least thirty (30) days prior to cancellation, and shall state the effective date and reason for cancellation.

**14. Transfer of Contract.** Your rights under the Contract are transferable to another person at any time by providing written notice to the Administrator at the following address: [Attn: Circuit City Advantage<sup>SM</sup> Protection Plan Program, P. O. Box 105689, Atlanta, GA30348]. The request must include the name, address and phone number of the person to whom the Contract is being transferred. Your transfer takes effect as soon as the Administrator receives Your written notice.

**15. Renewals.** We are not required to issue a renewal Contract. If a renewal Contract is offered to You, the renewal price will reflect the age of the covered Product and current service costs at the time of renewal. Please note, if Your Contract is renewed, laptop power source batteries will be excluded from coverage as stated in section 9. D.

**16. Your Requirements Under This Contract.** For the Contract to remain active, You must maintain the covered Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure: full cooperation with the Administrator and authorized servicers during any telephone diagnosis and repair of the covered Product; accessibility of the covered Product; a non-threatening and safe environment for In-Home Service; and the presence of an adult at the time of scheduled In-Home Service.

**17. Limitation of Liability.**

**A.** To the extent permitted by applicable law, Our liability or the liability of the retailer from whom You purchased the Contract, if any, for any allegedly defective covered Product(s) or components shall be limited to repair or replacement of the Product(s) or components as provided in the Contract, and Our liability, if any, for damages relating to any defective covered Product(s) or components shall not exceed Your

purchase price for the Product(s) or components in question.

**B. IN NO EVENT WILL THE RETAILER FROM WHOM YOU PURCHASED THIS CONTRACT, WE, OR ANY AUTHORIZED SERVICER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, OR LOSS OF USE DURING THE REPAIR PERIOD OF THE PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.** You are responsible for backing up all computer software and data files prior to commencement of any repairs. Neither We nor any authorized servicer is responsible for restoring software to Your Product(s).

**C. THE CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**

**D. Neither We nor the retailer from whom You purchased the Contract assume any responsibility or liability for their agents or assignees other than as specifically described in the Contract.**

**E. The Contract does not create any additional rights against the Obligor, Insurer and/or the Administrator.**

**18. MANDATORY ARBITRATION.** Please read carefully. Either party may elect to resolve any legal dispute by binding Arbitration. If You or We elect to arbitrate a Claim (defined below), neither party will have the right: (1) for a court or a jury to decide the Claim; (2) to engage in discovery to the same extent a court would allow; (3) to participate in a class action in court or in Arbitration, either as a class representative or a class member; (4) to act as a private attorney general in court or in Arbitration; or (5) to join or consolidate Your Claim(s) with claims of another person(s). Other rights, such as the right to appeal, are more limited in Arbitration than in court. Only a court may determine the validity and effect of the language in this section. If a court holds this language to be invalid, then this entire Mandatory Arbitration Provision shall be made null and void.

**Right to Reject Arbitration: You may reject Arbitration.** If You do, neither You nor We can require Arbitration of any Claim. Rejection of Arbitration will not affect any other part of Your Contract. To reject Arbitration, You must send us a Rejection Notice that We receive within sixty (60) days after the date You bought Your Contract. Any Rejection Notice must include Your name, address, and Contract number, and must be sent by certified mail to P.O. Box 100, Rapid City, SD 57709. If We dispute whether You sent a timely Rejection Notice, You must show a signed delivery receipt. This process is the only way to reject Arbitration.

**Definitions:** "We," "Us," "Our" for purposes of this Section includes the Obligor, the Administrator, the Insurer and any third party which the Obligor, Administrator or Insurer agree

to defend and indemnify regarding a Claim, and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

"Claim" means any dispute under any law or legal cause of action between You and Us that arises from or relates to Your Contract, the relationships which result from it, this Contract or any prior agreement or service contract, including the enforceability or scope of this Section. It includes disputes that seek relief of any type, including injunctive, declaratory or damages. It includes disputes that arose before this Section's effective date.

"Arbitrator" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.arb-forum.com](http://www.arb-forum.com), (800) 474-2371, American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879, or JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267.

Scope: This Section covers all Claims, except that We will not arbitrate an individual small claims court Claim, unless it is transferred, removed, or appealed to a different court.

**Starting Arbitration:** To start Arbitration, a party must give written notice of their election to arbitrate. Notice can be given after a lawsuit has been filed (including in papers in the lawsuit). Upon Notice, the Claim shall be resolved by Arbitration under this Section and the rules of the Arbitrator. You can choose the Arbitrator in Your written notice electing to arbitrate, or by giving Us written notice of Your selection within 30 days after Our Arbitration Notice. Arbitrators shall be selected as per the Arbitrator's rules and shall be retired judges or lawyers with at least 10 years experience.

**Location and Costs:** Any Arbitration hearing will occur in a location reasonably convenient for You. On Your written request, We will pay all filing, administrative, hearing and/or other fees charged by the Arbitrator to You for Claim(s) asserted by You up to \$2,500 after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court in the judicial district where You live. (If You have already paid a court filing fee, You will not be required to pay that amount again). If You must pay any fees over \$2,500 to the Arbitrator--and cannot get a hardship waiver for such fees--We will consider in good faith Your reasonable written request to pay all or part of such added fees. Each party must pay for its own attorneys, experts and witnesses, regardless of who wins the Arbitration, unless applicable law and/or the Arbitrator's rules provide otherwise. We will under all circumstances pay any fees or expenses We are required to pay by law.

**Governing Law:** This Section is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by any state Arbitration law. The Arbitrator shall follow applicable law related to any Claim, statutes of limitation, and claims of privilege. Upon either party's timely request, the Arbitrator shall explain his decision in writing. The Arbitrator will set rules of procedure and evidence consistent with the FAA, this Section and the Arbitrator's rules.

**Getting Information:** At either of our request, the Arbitrator shall (1) consider a request for additional information from the other party beyond what is allowed by the applicable rules, and (2) issue a written decision supported by findings of fact and conclusions of law.

**Effect of Arbitration Award:** Any court may enter judgment upon an Arbitrator's award. The Arbitrator's decision will be final and binding except for (1) any appeal right under the FAA, and (2) any party may appeal awards of more than \$100,000 to a three-Arbitrator panel appointed by the Arbitrator, which will reconsider any aspect of the appealed award from the beginning as if it had not been previously arbitrated. The panel's decision will be final and binding, except for any FAA appeal rights. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, We will consider any reasonable written request for Us to bear the cost.

**Continued Effect of Arbitration Section:** This Section will survive the termination of our relationship and remain in force no matter what happens to You or Your Contract. If this Mandatory Arbitration Provision (or any part of it) is not valid or cannot be enforced under any applicable law, whether for public policy reasons or otherwise, it shall be made null and void without further action by either of us and the rest of Your Contract will remain valid. In case of a conflict or inconsistency between this Section, the Arbitrator's rules, or other Contract Sections, this Section will govern. Only a court may adjudicate the validity of this Section or any part of it.

**19. Contract Provisions.** If there is a conflict between the Contract and information communicated either orally or in writing by one or more of Us, the Administrator, or their employees or agents, the provisions of the Contract shall control. No one has the authority to change or modify the Contract without Our prior written approval.

**20. Subrogation.** In the event Your covered Product is repaired or replaced under the terms of the Contract, You agree to subrogate and assign Your rights of recovery to Us and/or the Administrator. You will be reimbursed for any reasonable costs and expenses You may incur in connection with the subrogation and assignment of Your rights. You will be made whole before We and/or the Administrator retain any amounts that it or they may recover.

**21. Governing Law.** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

**22. State Variations.** The following state variations will control if inconsistent with any other provisions:

**Alabama Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period,

if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. If Your written notice of cancellation is received prior to the expiration date, the Administrator will refund You the remaining pro-rated price, REGARDLESS of prior services rendered against the Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Arizona Residents:** If Your written notice of cancellation is received prior to the expiration date, the Administrator will refund You the remaining pro-rated price, REGARDLESS of prior services rendered against the Contract. No claim incurred or paid shall be deducted from a refund. The remaining Contract coverage will be transferred to a like kind replacement product. We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. **The following is added to the arbitration provision of Your plan:** This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd FL, Phoenix, AZ 85018-7256, Attn: Consumer Affairs. The Contract shall be interpreted and enforced according to the laws of the State of Arizona.

**California Residents:** The Obligor of this Contract is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348. The seller of this Contract is Circuit City Stores, Inc. 9950 Mayland Drive, Richmond, Virginia 23233. Regardless of where You purchased, if You cancel: (a) within thirty (30) days from the date that You received the Contract You will receive a full refund of the price paid provided no services have been performed, or (b) after thirty (30) days from the date that You received the Contract, You will receive a pro-rata refund, less a cancellation fee (the lesser of Twenty-Five Dollars (\$25.00) or ten percent (10%) of the Contract price), less the value of any service received. **The following is added to the arbitration provision of Your plan:** The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

**Colorado Residents:** The Contract is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

**Connecticut Residents:** The Administrator's obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, the purchase price of the Product and cost of repair, and include a copy of the Contract. The term of the Contract will automatically be extended by the duration that the product is withheld from consumer use while being repaired.

**Florida Residents: AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA** is the Obligor of the Contract. If Administrator cancels Your Contract, the refund will be equal to one hundred percent (100%) of the unearned pro rata purchase price. Your Contract will not be canceled by the Administrator except for fraud or misrepresentation or as otherwise permitted under this Contract or under applicable state law.

**Georgia Residents: Paragraph 9., Exclusions from Service, item C. is deleted and replaced as follows: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.** The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. You may cancel at any time and receive a refund of the excess of the consideration paid for the Contract above the customary short rate for the expired term of the Contract. No claim paid or incurred shall be deducted from any refund owed. The Contract shall be non-cancelable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefor. Cancellation by the Obligor or the Administrator shall be in accordance with Section 33-24-44 of the Code of Georgia. The arbitration provision in Your Contract is deleted. It is not applicable to You. The Contract shall be interpreted and enforced according to the laws of the State of Georgia.

**Hawaii Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract.

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Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. Obligations of the Administrator under this Contract are insured by: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**Illinois Residents:** If You cancel this Contract within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Contract at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The Contract does not cover normal wear and tear.

**Indiana Residents:** The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Kentucky Residents:** The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Maryland Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. A ten

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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 Contract. The right to reject and return this Contract applies to the original purchaser of this Contract.

**Massachusetts Residents: General Electric Company** is the Obligor of the Contract.

**Missouri Residents:** The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Nevada Residents: The last sentence of Section 5. In Home Service, is deleted and replaced with the following:** If We are unable, due to the remote location of Your covered Product, to arrange for In-Home service, or necessary transportation outside of Your home to a service location, We will authorize You to utilize Drop Off Service at the Circuit City store location most convenient to You .

You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. If Your written notice of cancellation is received prior to the expiration date, the Administrator will refund You the remaining pro-rated price, REGARDLESS of prior services rendered against the Contract. If We cancel the Contract, You will receive a refund equal to a pro-rated amount of the price paid for the Contract (based on the duration of the Contract). Your refund will not be reduced by paid or pending claims or administrative fees. No Contract that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Contract, or in presenting a claim for service thereunder; (d) discovery of:

(1) an act or omission by the holder; or (2) a violation by the holder of any condition of the Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (e) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. For non-repairable Product(s) and Product(s) replaced under replacement programs, then the remaining Contract coverage will be transferred to a like kind replacement product. The Contract shall be interpreted and enforced according to the laws of the State of Nevada.

**New Hampshire Residents: Paragraph 9., Exclusions from Service, item C. is deleted and replaced as follows: ANY AND ALL PRE-EXISTING LOSS OR DAMAGE THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to [American Bankers Insurance Company of Florida] who insures Our obligations under this Service Plan, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-800-852-2244. In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**New Mexico Residents:** This Contract does not provide coverage for preexisting conditions for any covered component or defect that is subject to neglect or abuse or damage prior to the issuance of the Contract. You may return this Contract within twenty (20) days of the date this Plan was provided to You, or within ten (10) days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within sixty (60) days of the return of the Contract to the Administrator. These provisions apply only to the original purchaser of the Contract. The Administrator may not cancel this Contract once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You of a crime that results in an increase in the service required under the Contract; fraud or material misrepresentation by You in purchasing the Contract or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Contract by You which substantially and materially increases the service required under the Plan. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, You may apply directly

to American Bankers Insurance Company of Florida.

**New York Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**North Carolina Residents:** The purchase of this Contract is not required to obtain financing. The Administrator may not cancel this Contract except for non-payment by You, or for violation of any of the terms and conditions of this Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

**Oklahoma Residents:** The Contract is not issued by the manufacturer or wholesale company marketing the product covered by the Contract. The Contract will not be honored by such manufacturer or wholesale company. In the event that the Contract is canceled by the Administrator, Your refund shall be based upon 100% of the unearned pro-rata purchase price. If You cancel the Contract, Your refund shall be based upon 90% of the unearned pro-rata purchase price.

**South Carolina Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. The right to reject and return this Contract applies only to the original purchaser of this Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or

the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. In the event You have a question, a complaint or Your claim is not handled in a timely manner, You may notify the Department of Insurance at P.O. Box 100105, Columbia, SC 29202-3105, 803-768-3467. You have a duty to protect against any further damage and are required to comply with the owner's manual. This Contract does not provide coverage for pre-existing conditions.

**Tennessee Residents:** The expiration date of the Contract will automatically be extended by the duration that the Product is withheld from consumer use while being repaired, plus two (2) working days.

**Texas Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. The right to reject and return this Contract applies only to the original purchaser of this Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. In the event You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202.

**Utah Residents:** We may cancel this Contract by providing You with thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract. We may cancel this Contract by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Contract does not provide coverage for preexisting conditions for any covered component or defect that is subject to neglect, abuse or damage prior to issuance of the Contract. The arbitration provision is deleted in its entirety; it does not apply to You. The single pay Contract purchase price is included on Your sales receipt You received for the Contract coverage. This Contract contains no deductible. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has

been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The toll-free number for American Bankers Insurance Company of Florida is 1-800-852-2244. Coverage afforded under the Contract is not guaranteed by the Property and Casualty Guaranty Association.

**Vermont Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida. The Contract shall be interpreted and enforced according to the laws of the State of Vermont.

**Washington Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of a returned Contract. These provisions apply only to the original purchaser of the Plan. You may make a claim directly with American Bankers Insurance Company of Florida who insures the Administrator's obligations under this Contract, at the following address: 11222 Quail Roost Drive, Miami, FL 33157.

**Wisconsin Residents:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. If You cancel the Contract within thirty (30) days of receipt of the Contract, You will receive a full refund. If You cancel after thirty (30) days of receipt of Your Contract, You will receive a pro rata refund of the Contract price. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes

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bankrupt, You may apply directly to American Bankers Insurance Company of Florida. You will be made whole before the Administrator retains any amounts it may recover from subrogation. If Your written notice of cancellation is received prior to the expiration date, the Administrator will refund You the remaining prorated price, REGARDLESS of prior services rendered against the Contract. Unauthorized repairs by third parties may not be covered.

**Wyoming Residents:** You may, within twenty (20) calendar days of receipt of the Contract, reject and return the Contract. Upon return of the Contract within the applicable time period, if no claim has been made under the Contract, You will be refunded the full purchase price of the Contract. 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 Contract. The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. The arbitration provision in Your Contract is deleted. It is not applicable to You. The Contract shall be interpreted and enforced according to the laws of the State of Wyoming.

### 23. Privacy.

[To learn more about how Federal Warranty Service Corporation, Sureway, Inc. and American Bankers Insurance Company of Florida, Assurant Solutions companies, use Your information, please visit Our website at [www.assurantsolutions.com](http://www.assurantsolutions.com)].

