

OUR SERVICE ADVANTAGE



Major Appliances

Outdoor Power Equipment **Paint Power Equipment**

Power Tools and Equipment

Small Appliances

Consumer Electronics

IF WE CAN'T REPAIR IT, WE'LL REPLACE IT!

* Home Depot is not the obligor or administrator of the plan. Please refer to Terms and Conditions for obligor and administration information.

In FL, provided by United Service Protection, Inc.



Mixed Sources

oduct group from well-managed rests, controlled sources and cycled wood or fiber



Our Extended Service Plan (ESP) covers 100% functional parts and labor.

This comprehensive coverage begins upon the expiration of the manufacturer's labor warranty and protects your budget by eliminating out-of-pocket expenses.

- 24/7 toll-free customer support Get fast and easy service when you need it by calling 1-877-THD-ESPS (1-877-843-3777).
- No deductible Helps you save money by protecting your budget.
- Reputable service network Enjoy dependable, worry-free repairs from our large national network of service providers.
- **Transferable coverage****To a new owner at no additional charge.
- In-home Service for Major Appliances
 Enjoy the convenience of service right at your home.

Take advantage of this great plan and protect your product today!

^{**}No transfer for Lifetime Water Heaters.



MAIOR APPLIANCES

- Power surge coverage from date of purchase
- In-Home Service we come to you
- Functional parts and labor coverage
- Food Spoilage protection up to \$300 from date of purchase



WATER HEATERS

- Power surge coverage from date of purchase
- In-Home Service we come to you



POWER EQUIPMENT (OUTDOORS, PAINT AND POWER TOOLS)

 Pickup and delivery service on selected products over \$799, from date of purchase



- Extended Service Plans are available on selected mechanical, cordless and pneumatic products and selected products powered by:
 - Electricity
- Batteries
- Fuel



REPLACEMENT PLANS (under \$300)

- Product replacement for failed products under \$300[†]
- † Limited to a one-time replacement, possibly with a rebuilt or refurbished product. Plan ends with replacement and is not transferable.

Purchase Price ††	2-Year Service Plan	4-Year Service Plan
\$0 ⁰⁰ - UP	\$ 69 95	\$99 95
5-Year	8-Year	Lifetime
Labor Service Plan	Service Plan	Service Plan
\$ 59 ⁹⁹	\$79 99	\$99 99
(For 6-year product warranty only)	(For 9-year product warranty only)	(For 12-year product warranty only)
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Purchase Price ††	2-Year	4-Year
Torchase Trice	Service Plan	Service Plan
\$30000 - \$39999	\$ 49 ⁹⁹	\$99 99
\$400 ⁰⁰ - \$499 ⁹⁹	\$5 9 ⁹⁹	\$139 ⁹⁹
\$500 ⁰⁰ - \$799 ⁹⁹	\$99 99	\$169 ⁹⁹
\$80000 - \$99999	\$149 ⁹⁹	\$199 ⁹⁹
\$1,00000 - \$1,99999	\$22 9 ⁹⁹	\$299 ⁹⁹
\$2,00000 - \$4,99999	\$27999	\$349 ⁹⁹
\$5,00000 - \$6,99999	\$31999	\$499 ⁹⁹
\$7,00000 - \$9,99999	\$35999	\$679 ⁹⁹
Purchase Price ††	1-Year Replacement Plan	
\$0 ⁰⁰ - \$49 ⁹⁹	\$ 4 99	
\$50 ⁰⁰ - \$99 ⁹⁹ \$100 ⁰⁰ - \$149 ⁹⁹	\$ 9 99	
\$100 ⁰⁰ - \$149 ⁹⁹ \$150 ⁰⁰ - \$199 ⁹⁹	\$14 ⁹⁹ \$1 9 99	
\$20000 - \$24999	*19 ⁷⁷ \$29 ⁹⁹	
\$25000 - \$29999	\$3999	
†† Pre-tax Purchase Price		

Eligible Products

- Advantium
- Air purifiers
- Central humidifiers
- Compactors
- Cooktops
- Dehumidifiers
- Dishwashers
- Dryers
- Freezers

- Microwaves
- Ranges
- Range hoods
- Refrigerators
- Reverse osmosis
- Room ACs
- Wall ovens
- Washers

Eligible Products

- 6-year water heaters
- 9-year water heaters
- 12-year water heaters

Eligible Products

- Air compressors
- Blowers/vacs
- Chainsaws
- Chippers
- Combination tool kits
- Drills
- Drill presses
- Edgers
- Electric sanders
- Electric staplers
- Grills (gas and electric)
- Generators
- Grinders/polishers
- Heat guns
- Jointers/planers
- Log splitters

- Mowers
- Nailers
- Paint sprayers
- Power paint rollers
- Power screwdrivers
- Pressure washers
- Pumps
- Routers
- Saws
- Shredders
- Snow blowers
- Soldering irons
- Tillers
- Tractors
- Trimmers
- Many of the product categories listed above may have products under \$300 that would qualify for a replacement plan.
- If your replacement plan product experiences a covered failure, simply call to request a gift card or check.

STAPLE RECEIPT HERE



Your receipt along with the information below is required for plan registration and service, so please ensure both items are kept in a safe place.

Call 1-877-THD-ESPS (1-877-843-3777) to schedule service.

Register* your plan by logging online at www.espregister.com/hd

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PURCHASE INFORMATION		
RECEIPT NUMBER**		
DATE OF PURCHASE		
SERVICE PLAN SKU NUMBER		
PRODUCT PRICE		
PLAN PRICE	STORE NUMBER	
BRAND	MODEL	
SERIAL NUMBER (LOCATED ON PRODUCT)		

^{*} Registration may also be done with your receipt at the time you have a service or claim event.

^{** 11-}digit number located at the bottom left hand corner of the bar code on your receipt.

These Terms and Conditions, together with your proof of purchase of the product and plan covering the product, constitute your service contract.

Call 1-877-THD-ESPS (1-877-843-3777) to schedule service.

Terms and Conditions

This Contract is not an insurance contract.

1. Parties

The obligor ("Obligor") of this service contract is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000, in all states except in CA where Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689 is the Obligor and in Florida where UNITED SERVICE PROTECTION, INC., 11222 Quail Roost Drive, Miami, FL 33157 is the Obligor and in MA, where Home Depot, Inc. ("THD"), 2455 Paces Ferry Road, NW, Atlanta GA, 30339-4024 is the Obligor. For Water Heaters, the Obligor is the same as stated above except in VA and CA, where THD is the Obligor. The administrator ("Administrator") of this Contract is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000. The service performed under this Contract is provided through the Administrator or a servicer approved by Administrator. This service contract is insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 ("Insurer"). "We", "Us", and "Our" mean the company obligated under the service contract, "You" and "Your" mean the owner of the covered product who paid for this service contract.

2. Special Provisions

Note – These terms and conditions ("Terms and Conditions"), together with Your receipt or other proof of purchase of the product and contract covering the product ("Sales Receipt") shall collectively constitute the entire contract relating to Your coverage ("Contract"). Your Sales Receipt describes the covered product ("Product") and the duration of the Contract.

Subrogation – In the event We repair or replace any Product due to any defect for which the product's manufacturer ("MFR") or its agents or suppliers may be legally responsible, You agree to subrogate and assign Your rights of recovery to Us. You will be reimbursed for any reasonable costs and expenses You may incur in connection with the subrogation or assignment of Your rights.

3. Coverage Period

Except for certain benefits described in Section 5, Our coverage commences upon expiration of the MFR's labor warranty and extends for the term purchased as indicated on your Sales Receipt.

LOOK FIRST TO YOUR MFR'S ORIGINAL WARRANTY FOR COVERAGE. IF THE MFR'S WARRANTY OVERLAPS WITH THIS CONTRACT COVERAGE, AS INDICATED ON YOUR SALES RECEIPT, THIS CONTRACT EXCLUDES ANY COVERAGE PROVIDED UNDER THE MFR'S WARRANTY. HOWEVER, IN THE EVENT OF SUCH OVERLAP, THIS CONTRACT FILLS GAPS IN AND/OR PROVIDES OTHER ADDITIONAL BENEFITS.

4. Programs

The following programs are available:

REPAIR PROGRAM – Available only for products with a retail purchase price over \$299.99 – Your Product will be restored to normal operating condition after it has failed during normal single family household use, including failures due to power surges. This Contract also covers normal wear and tear. The Contract covers the cost of all labor and parts necessary to repair Your Product for problems due to functional part failures. Non-Repairable Products – If We, in Our sole discretion, determine that Your Product is not repairable, We will provide a new, rebuilt, or refurbished product of equal or similar features and functionality (not necessarily at the same retail purchase price as the originally Product) or, at Our option, if a similar product is not available, We will either issue a Gift Card from THD or provide a refund up to the replacement price of the Product. The Gift Card may only be used at THD and

is not redeemable for cash or credit. We reserve the right to select the MFR and model of the replacement product, which may be a repackaged and/or refurbished product. This Contract is deemed fully performed by replacement of the Product and the coverage provided under this Contract shall not be transferable to any replaced product, unless otherwise required by state law. All defective products will become Our property, should We unilaterally elect to exercise Our rights to the property.

REPLACEMENT PROGRAM — Available only for Products with a retail purchase price under \$300 — This Contract provides replacement coverage for product failures due to normal wear and tear. This Contract provides for replacement of the Product with a new, rebuilt, or refurbished product of equal or similar features and functionality or, at Our option if a similar product is not available, We will either issue a Gift Card from THD or provide a refund up to the original purchase price of the covered product. The Gift Card may only be used at THD and is not redeemable for cash or credit. We reserve the right to select the MFR and model of the replacement product, which may be a repackaged and/or refurbished product. This Contract is deemed fully performed by replacement of the Product or issuance of a Gift Card from THD and the coverage provided under this Contract shall not be transferable to any replaced product, unless otherwise required by state law. All defective products will become Our property, should We unilaterally elect to exercise Our rights to the property.

5. Date of Purchase Benefits

During the MFR's labor warranty period and this Contract's coverage period, this Contract provides for 1) pick up and delivery between the address where the Contract is registered and the repair facility for Products with a retail purchase price over \$799 as described in Section 7; 2) power surge protection; and 3) food spoilage coverage for refrigerators and freezers.

6. Product Coverage

The following products are eligible for coverage. The products for which You actually purchased coverage will be listed on Your Sales Receipt. Certain exclusions apply as outlined below and in Section 15.

Major Appliances: Such as Washers, Dryers, Refrigerators, Dishwashers, Compactors, Ovens, Ranges, Microwave Ovens. **Food Spoilage** – You will be reimbursed for food losses resulting from the covered failure of Your refrigerator or freezer up to \$300 per appliance over the life of this Contract; proof of loss required.

Other Appliances: Such as Water Softeners, Undercounter Water Filters, Reverse Osmosis Water Systems.

Water Heaters: Such as branded Gas and Electric Water Heaters, excluding Hotpoint.

Holding or storage tanks are covered for tank pitting, splitting, bad welds, elements, flame damage, and all other defects not related to rust.

Consumer Electronics: Such as Televisions, Audio Components.

Small Appliances: Such as Carpet Shampooers, Coffee Makers, Compact Refrigerators, Countertop Microwaves, Food Processors, Rotisserie Roasters, Toaster Ovens, Wine Coolers, Vacuums, Blenders, Mixers, Sewing Machines, Disposals, Steamers, Fryers, Indoor Grills.

Outdoor Power Equipment: Such as Blowers/Vacs, Snow Blowers, Chainsaws, Chippers, Edgers, Generators, Log Splitters, Mowers, Pressure Washers, Shredders, Tillers, Tractors, Trimmers.

Other Outdoor Equipment: Such as Gas and Electric Grills. This Contract provides coverage for rust and corrosion for Gas and Electric Grills only.

Power Tools & Equipment: Such as Air Compressors, Drills, Drill Presses, Generators, Grinders/Polishers, Jointers/Planers, Nailers, Saw/Tile Saws, Routers, Sanders, Power Screwdrivers, Soldering Irons, Electric Staplers, Welders, Lathers, Electric Pallet Jacks, Winches/Hoists, Water Pumps.

Paint Power Equipment: Such as Heat Guns, Paint Sprayers, Power Paint Rollers, Pressure Washers.

7. Location of Service for Repair Program

To determine the location of service for Your covered product, please contact the Administrator at the telephone number listed below. If We in Our sole discretion determine that Your Product is eligible for "in-home" service, it will be provided at the address at which the Contract is registered. Periodically, Your Product with "in-home" service may need to be removed and repaired elsewhere. In this case, We will provide pick up and delivery, between the address where the Contract is registered, and the repair facility. Alaska residents must also pay for the service technician's travel costs to and from the address at which the Contract is registered. If We in Our sole discretion determine that Your Product is eligible for "carry-in" service, You will be responsible for the delivery and pick-up of Your Product to and from the repair center. If shipping is required, You will be responsible for any shipping charges incurred.

8. If You Need Service

Please call 1-877-843-3777 24 hours a day, 7 days a week to schedule service. Service will normally be available during the regular working hours of the authorized repair center.

9. Moving Your Product to a New Location in the USA.

Except for coverage on Water Heaters, You can change Your service address by notifying the Administrator in writing at the address below.

10. If the Owner of the Product is Changing

You can assign the product coverage to another person by notifying the Administrator in writing at the address below. The coverage will become effective when the Administrator receives Your written notice. However a Contract with a Lifetime Term, as defined in Section 12, cannot be assigned.

11. Contract Cancellation

- a. If We cancel this Contract, You will receive a refund based upon one hundred percent (100%) of the unearned pro rata purchase price of this Contract, less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law. We reserve the right to cancel this Contract at any time in the event of a breach of Contract by You, nonpayment by You, fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service. If this Contract was inadvertently sold to You on a product which was not intended to be covered by this Contract, We will cancel this Contract and return the full purchase price of the Contract to You. Notice of cancellation by Us will be sent to You at least 30 days before cancellation, and will state the effective date and reason for cancellation.
- **b.** You may cancel this Contract within the first ninety (90) days of the original purchase date (which is also the date of receipt) on Your Sales Receipt, by visiting THD. If no claim was made, Your refund will be based upon one hundred percent (100%) of the Contract purchase price. 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 right to void this Contract is not transferable and applies to the original purchaser of this Contract.
- e. You may cancel this Contract after ninety (90) days from of the original purchase date by contacting Us in writing at the following address: P.O. Box 100, Rapid City, SD 57709. You will be refunded ninety percent (90%) of the unearned pro rata purchase price of this Contract, less a fifteen dollar (\$15) cancellation fee and less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law. If Your Contract has a Lifetime Term as defined in Section 12, You will be refunded ninety percent (90%) of the unearned pro rata purchase price of this Contract based on a term of twenty four (24) years, less a fifteen dollar (\$15) cancellation fee and less the cost for any services and/or repairs that have been provided to You, unless otherwise provided by state law.

12. Contract Limitations

a. Indirect Damages – IN NO EVENT WILL ADMINISTRATOR, OBLIGOR OR THE INSURER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS CONTRACT.

- **b.** Renewals We are not obligated to renew Your Contract.
- **c.** Non-Original Manufacturer and Re-Manufactured Parts Genuine factory parts will be used whenever possible; however the use of non-original manufacturer and re-manufactured parts is allowed under this Contract.
- d. Lemon Policy We will replace a Product or part should the same major failure occur to the product or part and require a service call on three (3) separate occasions within a twelve (12) month period after the Contract commencement date. Replacement shall be with a product of comparable type, quality and functionality, but not necessarily brand or color. Replacement will be authorized after the product is repaired for the second time and upon the occurrence of the third repair request. Validation by a technician of product failure is required prior to replacement. Your Contract remains in force upon replacement of the Product under this Lemon Policy.
- e. Lifetime Term If You received lifetime coverage with your Water Heater as indicated on Your Sales Receipt, the term lifetime refers to the lifetime of the Water Heater and the Contract is deemed fulfilled when the Water Heater is replaced.
- f. Limitation of Liability To the extent permitted by applicable law, Our liability, if any, for any allegedly defective Product or part shall be limited to repair or replacement of the product or part at Our option, and Our liability, if any, for damages relating to any defective Product or part shall not exceed Your purchase price for the product or part in question. THIS CONTRACT IS YOUR SOLE EXPRESS REMEDY WITH RESPECT TO THE 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.

13. Arbitration

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or damages Through Court Action.

As used in this Provision, "You" and "Your" mean the person or persons named in this Contract, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Contract or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Contract ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Contract was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Contract.

You agree that any arbitration proceeding will only consider Your Claims.

Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

You and We Understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

14. Consumer's Promises and Assurances

In order to keep this Contract in force during its term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. You must provide proper electrical requirements as specified by the manufacturer. In addition, You promise and assure: (1) full cooperation with the Administrator, technicians and authorized servicers during diagnosis and repair of the Product; (2) accessibility of the Product; (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at the time of scheduled service; (5) that the Product is not used for business or commercial purposes; and (6) that You will provide written notice of any defect or deficiency in service within 90 days of discovery.

15. What is Not Covered - Your Contract does not cover:

a. repair of product(s) upon noncompliance of any part of Section 14 by You; **b.** coverage, components, products or items not specifically listed herein; **c.** consumer replaceable items as such as bulbs, drawers, racks, baskets, caps, knobs, liners, tubs, keys, handles, dials, water filters, lint screens, belts, hoses, blades, needles, bags, batteries, oil filters, oil, air filters, fuses, accessory cables, seats, fuel of any kind, LP tanks, grates, lava rocks, briquettes, spark plugs, tires, wheels, tubes, hoses, drill bits, brushes, grinder pads, disks, sandpaper, staples; d. any repair or parts covered by a MFR's original warranty or initiated by the MFR or under a recall program whether the MFR is in business or not; e. all new products with less than an original 90 day MFR's parts & labor warranty and costs associated with MFR's recommended normal maintenance; f. unauthorized repairs performed by third parties, inaccessible products, theft; q. failures of components such as cabinets, frames, masks, finish defects, glass, scratched lenses, exhaust system parts, freeze plugs, wheel covers, dry clutch assemblies, external chains, frames, decks, lines, trimmer heads, augers, impellers, nozzles, paint, bright metal, sheet metal, plastic body or molding, ornamentation, LEDs, LCDs, lenses, fabrics, or plastic parts; h. damage or failures caused by conditions beyond Our control such as inadequate plumbing, wiring, power supply, infestation, negligence, abuse, misuse, accident, acts of God, improper installation, leaking batteries, problems with phone lines; i. repair or replacement caused by defects known to You that existed prior to this Contract purchase; i. service outside the continental USA, Alaska, and Hawaii; k. water filtration systems where water is microbiologically unsafe or of unknown quality when there has not been adequate disinfecting before or after the system, such as single-user wells, or other non-public water systems not regulated by federal or state health and safety requirements; I. products used for commercial purposes; m. loss or damage to recording media, software or data, computer viruses, burned-in phosphor in Cathode Ray Tubes, video game or any other types of display markings; n. shipping damage to products resulting from inadequate packaging by You; o. liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product; p. seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants; g. damage resulting from freezing or overheating. g. TV image burn-in, plasma or LCD panels for minor pixel illumination issues that do not affect the overall viewing of the panel such as, but not limited to, missing pixels, intermittent pixels, or wrong color pixels; s. TV stands, whether customer fit or otherwise; t. upgraded, retrofit, or unapproved components, such as electronic thermostats; u. damages, malfunctions, or failures resulting from operating the Product with an empty or partially empty tank; v. tank failure due to the water temperatures exceeding the maximum setting of the operating and/or high limit control on the Product; w. failure caused by operating the Product when it is not supplied with potable water,

free to circulate at all times; $\underline{\mathbf{x}}$. damages, malfunctions or failures caused by subjecting the tank to pressures or firing rates greater than those shown on the rating label; $\underline{\mathbf{y}}$, damages, malfunctions, or failures caused by improper conversion of the Water Heater's fuel source from natural gas to LP gas or LP gas to natural gas; $\underline{\mathbf{z}}$. damages, malfunctions, or failures caused by operating the Product with the anode rod removed; $\underline{\mathbf{aa}}$. holding or storage tanks, solar water heaters; $\underline{\mathbf{bb}}$. damage or failures caused by rust or corrosion (except for Gas and Electric Grills).

16. The following State Specific Requirements apply if Your Contract was purchased in one of the following states and supersede any other provision herein to the contrary:

AL, CT, GA, IL, IN, KY, NC, NH, NV, NY, OH, SC, TX, UT, VT, WI Residents only: If a claim for service has not been completed or if We fail to perform or make payment due under the terms of the Contract within sixty (60) days after proof of loss or Your request for performance or payment has been filed with Us, the claim or request can be submitted to American Bankers Insurance Company of Florida who insures Our obligations under this Contract, at the following address 11222 Quail Roost Drive, Miami, FL 33157, or call the toll free number at 1-800-852-2244.

HI, OR, MT, VT, WY Residents only: 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.

GA, LA, UT, WI, WY Residents only: Section 13, "Arbitration" is deleted in its entirety. It is not applicable to You.

AL Residents only: No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

AZ Residents only: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. 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 Contract: 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. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

AR and MO Residents only: The 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, including a claim for the refund of the unearned Contract purchase price or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

CA Residents only: The Terms and Conditions of this Contract are provided to You on the purchase date. The seller of this Contract is Home Depot, Inc., 2455 Paces Ferry Road, NW, Atlanta GA, 30339-4024. The following is added to the arbitration provision of Your Contract: 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.

CO Residents only: Action under this Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Contract may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CT Residents only: In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the Contract. You may cancel this Contract if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

FL Residents only: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. If the Administrator cancels Your Contract, the refund will be based on one hundred percent (100%) of the unearned pro rata purchase price of the Contract. If You cancel Your Contract after ninety (90) days, regardless of the length of the Contract term, Your refund will be based on ninety percent (90%) of unearned pro rata purchase price of the Contract less the cost of any services. All references to a gift card are deleted. You will receive a cash reimbursement should the Product be non repairable or a replacement is not available.

GA Residents only: Cancellation will comply with Section 33-24-44 of the Georgia Code. 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. The Contract shall be non-cancelable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. No claim paid or incurred nor any cancellation fees shall be deducted from any refund owed.

IL Residents only: You may cancel this Contract at any time. If You cancel this Contract 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).

MN Residents only: The Administrator's obligations under the Contract are insured by a policy of insurance issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157 whose toll free telephone number is (800) 852-2244. 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 Reliable Insurance Company.

NV Residents only: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. 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 for the reasons stated in Section 11 (a) above. 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. Emergency service on goods that are essential to the health and safety of the holder will commence within 24 hours after the claim is reported and will be completed as soon as reasonably practicable thereafter.

NH Residents only: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

NM Residents only: The Administrator may not cancel this Contract once it has been in effect for seventy (70) days except for the reasons stated in Section 11 (a) above.

SC Residents only: 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.

TX Residents only: If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599.

UT Residents only: Coverage afforded under the Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If in an emergency situation and Administrator cannot be reached, the customer can proceed with repairs. Administrator will reimburse the customer or the repairing facility in accordance with the Contract provisions. This Contract does not provide coverage for preexisting conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Contract. The single pay Contract purchase price is included on Your Sales Receipt You received for the Contract coverage. There is no deductible under this Contract.

WA Residents only: Nothing in the Section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. Obligations of the Service Contract Provider under this Contract are backed by the full faith and credit of the Service Contract Provider.

WI Residents only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. Unauthorized repairs may not be covered. You will be made whole before the administrator retains any amounts that may be recovered.

17. Do You need additional information or have questions? Please write: For Major Appliances, Other Appliances, Water Heaters:

Federal Warranty Service Corporation P.O. Box 100 Rapid City, SD 57709 or call toll-free 1-877-843-3777

For hearing impaired service call toll-free 1-877-885-2782

To schedule service for GE brand appliances, You may contact GE online at www.geappliances.com/geac

For all other Products:

Federal Warranty Service Corporation P.O. Box 105689 Atlanta, GA 30348-5689 or call toll free 1-877-843-3777

18. Privacy

To review the General Privacy Policy of Federal Warranty Service Corporation, United Service Protection, Inc., American Reliable Insurance, Inc. and Sureway, Inc., Assurant Solutions companies, please visit www.assurantsolutions.com/privPolGeneral.html.

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