

FURNITUREGARD COMPREHENSIVE PLAN

TERMS AND CONDITIONS

This Furniture Comprehensive Plan ("Plan") is not an insurance contract. Unless otherwise regulated under state law, the contents of this Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

1) **DEFINITIONS:**

"Administrator" means Conn Appliances, Inc. ("Conn's"), 3295 College Street, Beaumont, TX 77701.

"Conn's" means the Conn Appliances, Inc. store where You purchased the Product and this Plan.

"Plan" means this service plan and includes Your invoice for the Product and the Plan. "Product" means the furniture that You purchased that is covered by this Plan and listed on Your invoice. "We", "Us" and "Our" means the obligor, which is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 and Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in Oklahoma. "You" and "Your" means the purchaser of this Plan, including the Lessee, if the Product was acquired under a lease-to-own arrangement ("LTO Arrangement"). "Lessee" under a LTO Arrangement means the payor customer leasing the Product and this Plan. "Lessor" under a LTO Arrangement means the owner of the Product and payee of cash benefits under this Plan until You fulfill Your obligations under the LTO Arrangement necessary to acquire full ownership of the Product and this Plan.

2) **AGREEMENT:** In return for Your purchase of this Plan, We agree to provide the benefits stated herein during the term as described below.

3) **MANUFACTURER'S WARRANTY: THIS PLAN IS EFFECTIVE DURING THE TERM OF THE MANUFACTURER'S WARRANTY AND THEREAFTER UNTIL THE END OF THE PLAN; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.** If the Product is repaired or replaced by Us due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, separate and apart from or notwithstanding the terms of the manufacturer's warranty, You agree to subrogate and assign to Us all of Your rights of recovery against the manufacturer, up to the amount paid to You by Us or the cost of the replacement product provided to You by Us. You will be reimbursed for any reasonable costs and expenses You incur in connection with the subrogation or assignment to Us of Your rights against the manufacturer.

4) **LENGTH OF COVERAGE:** The coverage for this Plan begins on the date of purchase and continues for the period indicated on Your invoice. **In the event Your Product is being serviced by an authorized repair center when the Plan expires, any authorized claims filed before the expiration date will be covered.**

5) **NUMBER OF PRODUCTS COVERED:** This Plan may cover one single Product, multiple Products, matching sets and/or groupings, depending upon Your coverage selection at the original time of purchase and Your payment for that coverage. Your invoice will be Your proof of the Products covered.

6) **PLAN MAXIMUM:** The maximum benefit for service or replacements under this Plan is limited to an aggregate of the original retail purchase price of the Product covered or \$25,000, whichever is less.

7) **WHAT IS COVERED:** This Plan is available for Products that are sold by Conn's and purchased at the same time as this Plan. The Plan covers structural repairs and the removal of stains described in paragraph 9 below.

8) **LTO ARRANGEMENT:** If You acquired the Product and this Plan through a lease under a LTO Arrangement, You are entitled to all non-cash benefits under this Plan until You acquire full ownership of this Plan and the Product. Until You acquire full ownership of this Plan and the Product, any rights to a cash settlement or cancellation refund under this Plan will belong exclusively to the Lessor. Upon acquiring full ownership of this Plan and the Product, You are entitled to all benefits under this Plan.

9) **PLAN COVERAGES:** The following coverage is available. The Plan purchased by You will be specified on Your invoice.

REPAIR AND REPLACEMENT:

In the event You sustain a stain or damage from a specific incident, including any cracking and/or peeling of leather or bonded leather topcoats, covered under any of the Plans listed below, such stain or damage, including any cracking and/or peeling of leather or bonded leather topcoats, must be reported to Us within 15 days of the first occurrence. If

You do not report the stain or damage within the 15-day period, the coverage for stain removal or cracking and/or peeling for Your Product may be cancelled in accordance with the terms of the Plan.

A. FABRIC AND LEATHER/VINYL STAIN REMOVAL

If Your Product fails to resist accidental staining (identified below in paragraph A (1)) or damage (identified below in paragraph A (2)) from a specific incident during normal residential use, We will provide service consisting of labor and parts necessary to restore Your Product to a reasonably satisfactory condition based on condition of the Product at the time of repair. We cannot guarantee exact color matches and natural grains.

1) Accidental stains covered under this Plan include the following: household food and beverage stains; accidental/incidental stains from human and/or pet saliva, urine, stomach fluid or blood; ballpoint pen ink, crayon, facial cosmetics or nail polish.

2) Damage covered under this Plan includes the following: accidental rips, punctures and tears; structural defects; structural damage occurring from a specific incident during normal residential use.

B. STRUCTURAL, COMPONENT AND SURFACE FAILURE/DAMAGE

If Your Product has a structural, component or surface failure or becomes damaged from a specific incident during normal residential use, We will make every attempt to restore Your Product to a reasonably satisfactory condition based on condition of the Product at the time of repair. We cannot guarantee exact color matches and natural grains.

Coverage is provided for, but not limited to:

Structural defects to frames, such as warpage and frame breakage, separation of frame components on/in solid wood, veneer, laminate, lacquer or engraved photo finished Products, breakage of welds and the accidental bending of structural metal components, such as recliners, dinette sets, sleeper mechanisms, swivel rocker bases and springs, excessive loss of foam resiliency to cushions on upholstered Products.

Component failures, such as defective light fixtures, casters, wheels, drawer pulls/slides, broken and defective hinges, motors, massagers and heaters.

Surface damage is comprised of checking, lifting, cracking or peeling of wood and laminate finishes, scratches, chips, gouges, stains, water marks, and loss of silvering to mirrors and must be reported to Us within 15 days of the first occurrence.

C. CASE GOODS/SURFACE (WOODS, METALS, GLASS AND MIRRORS)

Surface damage is comprised of light checking, lifting, cracking or peeling of wood and laminate finishes, scratches, chips, gouges, stains, water marks, and loss of silvering to mirrors and must be reported to Us within 15 days of the first occurrence.

D. MATTRESS COVERAGE

This Plan is available for new mattresses only that are sold through Conn's that are protected with a mattress pad. To be eligible for coverage, You are required to (1) use a mattress pad, (2) make the mattress pad available at the time of service, and (3) the mattress pad must have the same stains, accidental rips, punctures or tears as the underlying mattress.

Stains and damage covered under this Plan include the following: household food and beverage stains; stains from humans and/or pet saliva, urine, stomach fluid or blood; ballpoint pen ink, crayon, facial cosmetics or nail polish and accidental rips, punctures and tears. To avoid permanent setting of the stain, it must be reported to Us within 15 days of the first occurrence.

Structural damage covered under this Plan includes the following: structural defects and warpage to frames, broken wooden supports, excessive loss of foam resiliency.

E. OUR OBLIGATION IF REPAIR IS NOT POSSIBLE OR IS NOT ECONOMICAL

If damage occurs to Your Product that is covered under this Plan, We will make every reasonable attempt to restore Your Product to a reasonably satisfactory condition based on condition of the Product at the time of repair. At the discretion of **FWSC**, We may elect to replace a covered item or issue a store credit for the purchase price of Your item rather than repair it. The decision to replace or issue credit rather than repair items is solely Our option. Should We choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available at Conn's.

We will make reasonable efforts to provide an exact match, when available at Conn's. We are not liable to provide exact match in color or dye to address potential fading of other furniture pieces which have occurred over time. If the defective furniture item is no longer available at Conn's, at Our discretion, We may give You a store credit. In such cases, the amount of such credit shall be equal to the original purchase cost of the defective item.

With respect to all clearance, close-out, scratch and dent or "as is" purchases, if We elect to replace an item rather than repair, store credit may be provided in the amount of the original purchase price for You to reselect a similar product from a Conn's.

10) YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN

On-Going Care and Maintenance of Your Product: In order to receive coverage under this Plan, You must have maintained Your Product as recommended by the manufacturer. Any variation from the manufacturer's recommended maintenance will cause Your claim to be denied.

On-Going Care and Maintenance of Fabric and Leather/Vinyl: Your Product must have been maintained through routine cleaning and maintenance, shielded from direct sunlight, whenever possible, and protected from prolonged exposure to heating sources, vents and radiators.

On-Going Use Based On Manufacturer's Guidelines: Your Product must be used in accordance with the manufacturer's guidelines including, but not limited to, any weight or capacity restrictions.

You have a duty to protect the Product from further damage and follow the instructions in the owner's manual.

- 11) **IF YOU NEED SERVICE:** Call 1-855-266-6349, Monday thru Friday, 8:00 a.m.-8:00 p.m., Saturday, 8:00 a.m.– 6:00 p.m. and Sunday, 10:00 a.m.- 6:00 p.m., Central Time. We will dispatch a professional technician at no charge to You for covered failures.
- 12) **TYPES OF SERVICE AND SERVICE LOCATION:** Repairs will normally be performed at Your residence. If some of the work must be done at one of our authorized repair centers, We will transport Your Product to the repair center.
- 13) **AVAILABILITY OF SERVICE:** Service is normally available and rendered during the regular working hours and workweek of the authorized repair center and within territory normally serviced by Federal Warranty Service Corporation's Administrator. The Administrator will make a reasonable effort to arrange for service outside of the territory serviced. In the event the Administrator is unable to arrange for service outside of the territory serviced, the Administrator at its sole discretion may elect to reimburse You for the cost of necessary repairs up to a reasonable and customary amount for such repairs.
- 14) **DELAYS:** We will exercise reasonable efforts in providing service under this Plan, but neither We nor the Administrator will be liable for any damages arising out of delays; and in no event will We or the Administrator be liable for consequential damages pursuant to Section 18 below.
- 15) **PARTS:** Materials furnished as replacements for parts will be ordered directly from the manufacturer and/or (where applicable) drawn from Our authorized repair centers' inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty, while still in effect, and then by Our Plan during the remainder of the term of coverage.
- 16) **WHAT IS NOT COVERED:** This Plan does not cover: (a) anything not specifically mentioned in the coverage section (Section 8); (b) damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us, the Administrator, or Conn's specifically for the Product) that may adversely impact the effectiveness of the original protection; (c) damage caused by transit, delivery, redelivery, or movement, including damage caused by packing or unpacking of the Product; (d) stains from dye, bleach, caustic solution, felt tip marker, tobacco products or chewing gum; (e) fading, color loss, or discoloration; (f) consumables; (g) Products that are used in rental settings, other than in Your personal residential rental setting for personal or household use, or non-residential locations ; (h) rattan, bamboo or wicker if used outdoors; (i) natural inconsistencies in wood grains, fabrics, coloring or dyeing of leathers; (j) normal wear and tear to fabrics and leathers, such as but not limited to soiling from everyday use, darkened bodily contact areas, surface abrasions, fabric fraying and loose joints caused by use overtime or depressions in mattresses that occur over time; (k) seam separation, stress tears and defects in buttons; (l) leather scratches; (m) leather flaws and manufacturer's defects that cause rips, cuts or punctures; (n) pet damage, except pet bodily fluid stains; however, repetitive bodily fluid stains are considered preventable occurrences and will not be eligible for Service; (o) nubuck, suede, split hides and other sensitive leathers, faux stone, fossil stone, marble, brass or chrome; (p) loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, extensive intentional abusive or negligent activities performed by You

or others, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, dust, insect/rodent infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, or any other peril (q) preventive maintenance; (r) initial installation, assembly or hookup, or removal and reinstallation of Your Product; (s) pre-existing conditions or damage to showroom furniture, as noted on Your invoice, prior to the effective date of this Plan; (t) any recall program or other manufacturer defects, whether the manufacturer is in business or not.

- 17) **PRODUCTS NOT ELIGIBLE FOR COVERAGE:** This Plan does not provide any service for Products used for commercial or institutional purposes. This Plan is only available for new products purchased from Conn's and including a manufacturer's warranty at the time of purchase.
- 18) **INDIRECT DAMAGES/LIMITATION OF LIABILITY:** IN NO EVENT WILL WE OR THE ADMINISTRATOR OF THE PLAN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. This Plan does not cover claims arising from any breach of implied or express warranty of merchantability or fitness for a particular purpose of the Product from the manufacturer.
- 19) **RENEWALS:** This Plan is not renewable.
- 20) **TRANSFER:** This Plan is not transferable.
- 21) **CANCELLATION:** You may cancel this Plan at any time, for any reason, by mailing a signed written request for cancellation of this Plan to Us or the Administrator. If You cancel this Plan within the first 30 days after receipt, You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first 30 days from receipt of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less an administrative fee, not to exceed 10% of the price of the Plan or \$25.00, whichever is less, less any claims paid, where allowed by law. We may not cancel this Plan except for 1) fraud, 2) material misrepresentation, 3) nonpayment by You, 4) violation of any of the terms and conditions of the Plan, 5) if required to do so by any regulatory authority. If this Plan is cancelled, You will be refunded the unearned pro rata purchase price of this Plan, less any claims paid, where allowed by law. If this Plan was inadvertently sold to You on a Product which was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You.

The Cancellation terms stated above are further subject to the LTO Arrangement terms found in section 8 above.

- 22) **DEDUCTIBLE:** There is no deductible payment required for the coverage described in this Plan.
- 23) If You and Federal Warranty Service Corporation through its Administrator cannot agree to a satisfactory resolution of any dispute regarding the repair of the Product covered by this Plan, after the completion of the process described in Section 9 of this Plan, and after reasonable efforts on the parts of You and Federal Warranty Service Corporation through its Administrator to resolve any remaining issues, OR if You feel that Federal Warranty Service Corporation or its Administrator is not complying with its obligations under this Plan, the following actions are available to You under the terms of this Plan. If You do not understand these provisions and actions We recommend You seek advice of an attorney to assist You in understanding Your rights of enforcement of the terms of this Plan.

NOTICE OF ARBITRATION AGREEMENT

This Agreement provides that all disputes between you and us will be resolved by mediation or BINDING ARBITRATION.

You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT).

- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.
- Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- You may, but are not required, to have an attorney for mediation or arbitration.

FOR MORE DETAILS

- Read the Dispute Resolution Section below

- Call the American Arbitration Association at 1-800-778-7879
- To request mediation or arbitration, check out the American Arbitration Association's Web Site at www.adr.org

24) THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)

As used in this Provision, "You" and "Your" mean the person or persons named in this Plan, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products (including without limitation Conn's), and all of the dealers, licensees, and employees of any of the foregoing entities

Any and all disputes arising out of or relating to this Plan or any prior Plans between the parties, including without limitation the breach of any such Plan(s), shall be resolved exclusively in accordance with the Dispute Resolution Program, the last step of which is binding arbitration before a single arbitrator.

The parties shall first attempt to resolve any dispute informally through negotiation. In the event such efforts fail, either party may demand mediation by serving written notice on the other. Mediations shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures, available from the AAA at the phone and website listed above. The mediation shall take place at a mutually convenient time and place or, should the parties fail to agree, at any time and place designated by the mediator in accordance with the Commercial Mediation Procedures.

If mediation does not resolve the dispute or mediation is not demanded, any and all disputes shall be resolved either by 1) binding arbitration before a single arbitrator or 2) if the dispute is within the scope of its jurisdiction, a small claims court. Arbitrations shall be administered by the AAA in accordance with its Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in effect at the time the claim is filed with the AAA. 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 or visiting the AAA's Web Site at www.adr.org. The fees for the arbitration will be set by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. 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 ARBITRATOR IS EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION REMEDIES UNDER ANY APPLICABLE CONSUMER PROTECTION STATUTE.** The arbitration shall take place at a mutually convenient location or, should the parties fail to agree, at any time and place designated by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. 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 Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You.** This Arbitration 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 Plan.

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 arbitration 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.

25) The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision herein to the contrary:

Notice for Alabama residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **Free Look:** You may, within 20 calendar days of receipt, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claim has been made, You will be refunded the full purchase price. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Plan. This provision applies only to the original purchaser of this Plan. The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from any Cancellation refund, regardless of who initiates the Cancellation. If We cancel, notice of Cancellation

shall be mailed to Your last known address at least 5 days prior to Cancellation and shall state the effective date and reason for Cancellation. Prior notice of Cancellation is not required if the reason for Cancellation is nonpayment of the Provider fee or material misrepresentation.

Notice for Arizona residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. The **WHAT IS NOT COVERED** provision, item (s) is deleted and replaced with the following: **(s) pre-existing conditions or damage to showroom furniture, as noted on Your invoice, prior to the effective date of this Plan, except if such conditions were known or should reasonably have been known by Us or Our subcontractors.** The following is added to the **CANCELLATION** provision: No claim incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Plan due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use, or unlawful acts relating to the Product or misrepresentation by the Administrator or its subcontractors or program ineligibility. All reference to an administrative fee is deleted and replaced with an administrative fee of ten percent (10%) of the gross amount paid for Your Plan or twenty-five dollars (\$25), whichever is less. The following is added to **THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 North 15th Avenue, Suite 102, Phoenix, AZ 85007-2624, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Plan 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.

Notice for Colorado residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The **CANCELLATION** provision is amended as follows: Prior notice is not required if this Plan is canceled for nonpayment by You, a material misrepresentation by You, or a substantial breach by You relating to the Product or its use. **FREE LOOK:** You may within 20 calendar days of mailing of the Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claims have been made, You will be refunded the full Plan price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Plan. The provision applies only to the original purchaser.

Notice for Georgia residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The following is added to **WHAT IS NOT COVERED:** This Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Plan. The **CANCELLATION** provision is amended as follows: Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. This Plan shall be non-cancelable by the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. No claim incurred or paid nor any cancellation or administrative fees will be deducted from any cancellation refund regardless of who initiates the cancellation. **The NOTICE OF ARBITRATION AGREEMENT and THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provisions are deleted in its entirety.

Notice for Louisiana residents: **The NOTICE OF ARBITRATION AGREEMENT and THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)** provisions are deleted in its entirety.

Notice for New Mexico residents: This Plan is insured by American Bankers Insurance Company of Florida. If the Plan provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid Claim, You may submit Your Claim to American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. If You have any concerns regarding the handling of Your Claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The purchase of this Plan is not required in order to purchase any Product. **FREE LOOK:** You may, within 20 days of the date mailed or 10 days of delivery of the Plan, reject and return this Plan. Upon return of the Plan within the applicable time period, if no claim has been made, the Plan is void and You will be refunded the full purchase price. A 10% penalty of the purchase price will be added to the refund for each 30-day period or portion thereof that the refund, and any accrued penalties, is not paid or credited within 45 days after return of the Plan. This provision applies only to the original purchaser of this Plan. The

following is added to the **CANCELLATION** provision: In the event We elect to cancel this Plan, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You.

Notice for Nevada residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The purchase of the Plan as a condition of approval of a loan or the purchase of goods is not permitted. **FREE LOOK:** If this Plan is returned within the first 30 days of purchase and a refund is not credited within 45 days after the return, We shall pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The **CANCELLATION** provision is amended as follows: We may not cancel this Plan once it has been in effect for 70 days, except for the following conditions: failure by You to pay the Plan Price; the conviction of You of a crime which results in an increase in the service required under the Plan; fraud or material misrepresentation by You in purchasing the Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required under the Plan; or a material change in the nature or extent of the service required under the Plan which occurs after the purchase of the Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase. This provision applies only to the original purchaser. In the event We elect to cancel this Plan, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You.

Notice for North Carolina residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The Purchase of this Plan is not required either to purchase or obtain financing for the covered Product. The **CANCELLATION** provision is amended as follows: We may cancel this Plan at any time in the event of nonpayment by You or direct violation of the Plan by You.

Notice for Oklahoma residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-800-852-2244. **NOTICE:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Under **DEFINITIONS**, "We", "Us", and "Our" is amended by adding the following: Oklahoma license number for Assurant Service Protection, Inc. is 862541. The following provision is added to the Plan: The **CANCELLATION** provision is deleted and replaced with the following: You may cancel this Plan at any time, for any reason, by mailing a written request for cancellation and the original copy of this Plan to Us or the Administrator. In the event the Plan is cancelled by You within the first 30 days, and no claims have been made, the refund will be based upon one 100% of the unearned pro rata premium. If You cancel the Plan after 30 days, or have made a claim within the first 30 days, the refund will be 100% of the unearned pro rata premium, less (a) 10% of the unearned pro rata premium or \$25, whichever is less and (b) the actual cost of any service provided under the Plan. In the event the Plan is cancelled by the Us, the refund will be based upon 100% of the unearned pro rata premium, less the actual cost of any service provided under the Plan. We may not cancel this Plan except for 1) fraud, 2) material misrepresentation, 3) nonpayment by You, 4) violation of any of the terms and condition of the Plan, 5) if required to do so by any regulatory authority. If this Plan was inadvertently sold to You on a Product which was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You.

THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION) provision is deleted and replaced with the following: **NON-BINDING 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 Prior to Engaging in Non-Binding Arbitration.**

Disputes under this Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Plan for any added requirements in Your state. In the event this arbitration provision is

not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

Notice for South Carolina residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. **FREE LOOK:** You may, within 20 calendar days of mailing of this Plan, or 10 days if delivered at time of sale, reject and return this Plan. Upon return of this Plan within the applicable time period, if no claims have been made, You will be refunded the full purchase price. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of this Plan. This provision applies only to the original purchaser. **NOTICE:** If We do not timely resolve such matters within 60 days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. All references to cash settlement are deleted.

Notice for Texas residents: The Administrator Registration Number for Conn Appliances, Inc. is 140. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202 (within TX only). The obligations under this Plan 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 provided to You by the Us before the 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the Plan is canceled; You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Plan is not required in order to purchase or obtain financing. The following is added to the **CANCELLATION** provision: Prior notice is not required if the reason for Cancellation is nonpayment of the Purchase Price, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the Product or its use. We will pay a penalty of 10% per month on any Cancellation refund that is not paid or credited within 45 days after return of the Plan to Us. This right to cancel applies only to the original purchaser of the Plan and is not transferable.

Notice for Virginia residents: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244. The following is added to Your Plan: If any promise made in the Plan has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

If You have any complaints that are not resolved by Federal Warranty Service Corporation or the Administrator, You may contact Your local Better Business Bureau or the Office of the Attorney General of Your state of residency: <http://www.aldoi.gov/>, www.azag.gov/; www.colorado.gov/; <http://www.oci.ga.gov/>; www.ag.state.la.us/; <http://www.mid.ms.gov/>; www.nmag.gov/; <http://ag.nv.gov/>; <http://www.ncdoi.com/>; www.oag.state.ok.us/; <http://doi.sc.gov/>; <http://www.tn.gov/insurance/>; www.TexasAttorneyGeneral.gov/; or <http://www.scc.virginia.gov/boi/>.

Customer signature acknowledging receipt and their understanding of this Plan is in the Invoice referenced above to which this Plan is attached.