

## Service Contract Programs

### Firearm Protection Plan Terms and Conditions

This is a legal contract. By purchasing this Firearm Protection Plan (this "Plan") and paying for this Plan, you acknowledge that you have had the opportunity to carefully read and understand the terms and conditions set forth herein and agree with each provision of this document. Please retain this document for your records. These terms and conditions, along with your receipt for this Plan (your "Receipt"), constitute the entire agreement between the parties to this Plan. This document shall govern in the event of any conflict between this document and your brochure or Receipt.

**Definitions.** Various terms are defined throughout this Plan document. Certain additional terms shall be defined as follows:

- (1) "We", "Us" and "Our" mean the company obligated under this **Agreement**, the "Obligor," as follows:
  - (a) Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, is the Obligor in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, Idaho, Illinois, Iowa, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin.
  - (b) Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555, is the Obligor in Georgia and Oklahoma.
  - (c) The retailer from which you purchased the Covered Product (the "Retailer"), is the Obligor in Connecticut, New York.
  - [(d) Coverage under this Agreement is not yet available in District of Columbia, Hawaii, and Wyoming.]
  - (e) Plateau Warranty Company, 2701 N. Main Street, Crossville, TN 38557, is the Obligor in Florida.
- (2) "You" and "Your" mean the person who purchased coverage as outlined in this **Agreement**, and any authorized transferee/assignee of the purchaser.
  - a. "You" and "your" refer to you, the Plan holder, as identified on your Receipt.
  - b. "Administrator" means Warranty Concepts Inc. DBA Ensure Protect, 1604 Dell Court, San Jose, CA 95118, (844) WARRNTY or (844) 927-7689.
  - c. "Covered Claim" refers to the repair or replacement of a Covered Firearm in accordance with the terms and conditions of this Plan.
2. **Term and Coverage.** The term of this Plan will be either for one or three years, as indicated on your Receipt and/or brochure, commencing from the original date of purchase (the "Term"). This Plan may only be purchased from an Atwoods store or via the web on [Shooting Sports - Department \(atwoods.com\)](https://atwoods.com), at the time you purchase the firearm covered under this Plan as indicated on your Receipt (the "Covered Firearm"). This Plan does not apply to any other merchandise, regardless of when purchased. This Plan provides the following benefits during the Term, subject to Sections 3 and 4 below:
  - a. **Repair.** We will repair or replace (at our option) the Covered Firearm if it fails to operate due to a defect in materials or workmanship during the Term, in the course of normal and intended use.
  - b. **Maintenance.** We will field-strip and clean your Covered Firearm, as follows:
    - i. Under the one-year Plan, once during the Term.
    - ii. Under the three-year Plan, once per year during the Term.
  - c. **Manufacturer Warranty Service - Shipping.** We will provide free shipping and handling on warrantable repairs for firearms for the term of the coverage purchased", as follows:
    - i. Under the one-year Plan, for one year from the original date of purchase on a Covered Firearm, where the manufacturer has issued a warranty with a specified term.

- ii. Under the three-year Plan, for 3 years from the original date of purchase on a Covered Firearm (notwithstanding the Term hereof), where the manufacturer has issued a lifetime warranty.

You hereby authorize us to act on your behalf to ship your Covered Firearm to, and receive it back from, the manufacturer or the manufacturer's designee, for warranty service. We will not reimburse your shipping or handling costs if you send the Covered Firearm to the manufacturer or its designee by means other than delivery by us.

3. **Exclusions from Coverage.** This Plan does not cover the following items or events:
- a. Failure to provide proper care and maintenance, including but not limited to damage resulting from failure to follow any instructions provided by the manufacturer;
  - b. Barrel obstruction;
  - c. Hand loaded, reloaded or improper ammunition;
  - d. Any failure that is covered by the manufacturer's warranty, another service agreement, insurance policy or manufacturer recall;
  - e. Manufacturer's defects, or problems resulting from the original manufacturer's design plan or manufacturing process (as determined solely by us);
  - f. Peripherals, adjunct devices or any device that is not built into your Covered Firearm's housing, such scopes, cases and other accessories;
  - g. Unintentional or accidental loss or damage not resulting from normal and customary use and handling of the Covered Firearm such as, but not limited to, submerging the Covered Firearm or exposing it to extensive amounts of water;
  - h. Damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of the Covered Firearm, such as but not limited to appearance parts, broken swivels, or decorative finishing;
  - i. Problems caused or augmented by abuse, misuse, criminal or negligent use, improper installation, or collision with any object;
  - j. Special, indirect, consequential or incidental damage;
  - k. Theft or loss of the Covered Firearm; loss of use; or physical injury or property damage;
  - l. Any commercial, public rental, or law enforcement or military use;
  - m. Mechanical alteration of the Covered Firearm not performed by us;
  - n. Pre-existing conditions; or,
  - o. As otherwise provided in these terms and conditions.
4. **If You Need Service.** To request service within the Term of your Plan, call 844-644-APPP [2777], or send an email to [claims@ensureprotect.com](mailto:claims@ensureprotect.com), or request service on line at <https://ensureprotect.com/atwoods>. If the Plan applies, we will perform the required maintenance or shipping; or, if your Covered Firearm is not covered by the manufacturer's warranty and is covered by this Plan, we will, at our option, repair the defect, or replace the Covered Firearm at no cost to you. We will not reimburse you for any service you obtain elsewhere. Should we choose to replace the Covered Firearm, we will keep and/or dispose of the defective Covered Firearm and your Plan will be over. If we choose to replace the Covered Firearm, you may be required to complete new forms as required by federal or state law, and to pass an additional background check.

**You are solely responsible for the safe and secure storage of the Covered Firearm, except when it is in our possession for purposes of providing you any service under this Plan.**

5. **Limit of Liability.** PLAN COVERAGE WILL ONLY BE EXTENDED TO THE COVERED FIREARM LISTED ON YOUR RECEIPT. THIS PLAN AND THE MANUFACTURER'S WARRANTY ARE YOUR EXCLUSIVE REMEDY IN THE EVENT OF PRODUCT FAILURE OR DEFECT. US AND RETAILER SPECIFICALLY DISCLAIM AND EXCLUDE ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS APPLIES WHETHER OR NOT IT IS CLAIMED THAT US OR RETAILER WERE NEGLIGENT OR

**OTHERWISE AT FAULT. NEITHER US NOR RETAILER GUARANTIES THAT THE COVERED FIREARM IS IN PROPER AND RELIABLE CONDITION, OUTSIDE OF WHAT IS COMTEMPLATED BY THIS PLAN.**

**UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER FORESEEABLE OR NOT) INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR BUSINESS, FUTURE PROFITS OR LOSS OF GOODWILL.**

**NEITHER WE NOR OUR VENDORS, SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY: (A) ACT OR OMISSION BY YOU, OR ANOTHER PERSON OR COMPANY; (B) PROVIDING OR FAILING TO PROVIDE SERVICE; (C) INTERRUPTION OR FAILURE IN ACCESSING OR ATTEMPTING TO ACCESS THE SERVICE. CERTAIN PORTIONS OF SERVICE MAY BE PROVIDED BY PARTIES THAT ARE OUR INDEPENDENT CONTRACTORS. WE DISCLAIM AND WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS COMMITTED BY ANY SUCH INDEPENDENT CONTRACTORS. IF WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICE, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE FEE YOU PAID FOR THIS PLAN DURING THE TERM.**

The terms and conditions of this Plan shall apply except in those jurisdictions where some or all of these terms and conditions are specifically prohibited by law, and then shall apply except to the extent of those specific prohibitions. This Plan gives you specific legal rights, and you may also have other rights.

**6. Cancellation.**

a. **By You.** You may cancel this Plan for any reason within the first 30 days after you purchase it and receive a full refund of the amount you paid for the Plan, if you have not sought or received any service under the Plan. If you cancel after receiving service under the Plan or after the first 30 days, you will receive a refund prorated to the number of months remaining in the Term, less the actual cost of services that have been provided under the Plan. To cancel, you must send a written notice to us at our address listed below and include a copy of your Receipt.

b. **By Us.** We may cancel this Plan in our discretion based upon actual or suspected fraud, material misrepresentations or omissions, a material breach of your obligations under this Plan, or unsafe conditions, as determined solely by us. If we cancel this Plan within the first 30 days after you purchase it, you will receive a full refund of the amount you paid for the Plan, if you have not sought or received any services under the Plan. If we cancel at any time after the first 30 days, you will receive a refund prorated to the number of months remaining in the Term, less the actual costs of services that have been provided under the Plan. We will promptly send you a notice of cancellation and a refund, if applicable, to your last known address.

7. **Force Majeure.** We will not be held responsible for any delay or failure in performance under any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond our control.

8. **Abuse of Plan.** This Plan is for your use only and any of our obligations hereunder may not be assigned. Firearms owned by anyone other than you are not covered by this Plan. Any abuse of this Plan by you including, but not limited to, seeking repair or replacement of a firearm not belonging to you, may result in termination of this Plan.

9. **Transferability.** You may not transfer or assign this Plan, any interest in this Plan, or any benefits under this Plan, to another party or to another firearm.

10. **Renewability.** This Plan may be renewed at our discretion.

11. **Financial Responsibility.** This Plan is not an insurance contract. The obligations of the Obligor under this Plan are insured under a service contract reimbursement insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555 (the "insurer"). In all states in which coverage is available and in which Rural King is not the Obligor, you are entitled to make a direct claim against the insurer in the event we fail to pay any claim within 60 days after the claim has been filed with us. We may delegate any or all of our administrative responsibilities under this Plan to the administrator as permitted by applicable law. Neither any such Administrator nor any of our employees are authorized to alter or modify these terms and conditions, either orally or in writing.

12. **State-Specific Provisions.** The following additional terms and conditions apply only to Plans purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Plans purchased over the telephone or Internet, refer to the state in which you reside.

**Alabama, Arkansas, Louisiana, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Virginia, Washington and Wyoming** Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you, or within 10 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of this Plan. This right to void this Plan is not transferable and applies only to the original Plan purchaser.

**Alabama, Arkansas, Hawaii, Louisiana, Maryland, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Texas, Virginia and Wyoming** Only. A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Plan to us.

**California, New York and Washington** Only. A 10% penalty per month will be added to a refund that is not made within 30 days of return of this Plan to us.

**Florida and Oklahoma** Only. If you cancel this Plan, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on your behalf. If we cancel this Plan, return of premium will be based upon 100% of unearned pro rata premium less any claims paid or the cost of repairs made on your behalf.

**Maryland and Vermont** Only. If no claim has been made under this Plan, you have the right to return this Plan within 20 days of the date this Plan was mailed to you or delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price of the Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

**Nevada and New Mexico** Only. We will not cancel this Plan, if it has been in effect for at least 70 days, before the expiration of the Plan term or one year after the effective date, whichever occurs first except for: (a) failure by you to pay any amount under this Plan when due; (b) your conviction of a crime which results in an increase in the service required under this Plan; (c) discovery of fraud or material misrepresentation by you in obtaining this Plan, or in presenting a claim under this Plan; or, (d) your act or omission, or your violation of any condition of this Plan, the discovery of which occurs after the effective date of this Plan and which substantially and materially increases the service required under this Plan. Cancellation of this Plan as permitted hereunder is effective 15 days after we mail the cancellation notice to you.

**Alabama** Only. If you submit a written request to cancel this Plan, you will be provided a pro rata refund of the Plan's full purchase price less an administrative fee of up to \$25. If we cancel this Plan, per Code of Alabama §8-32-5(k) our notice shall state the effective date of the cancellation and the reason for the cancellation.

**Arizona** Only.

We will not cancel this Plan for preexisting conditions that were known or that reasonably should have been known by us. A preexisting condition will not be excluded under this Plan if such condition were known or should reasonably have been known by us. We will not cancel or void this Plan due to acts or omissions of us or our assignees or subcontractors for our or their failure to provide correct information or our or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner. If this Plan is cancelled, you will be provided with a pro rata refund after deducting for administrative expenses associated with the cancellation, without deduction for any Covered Claim incurred or paid.

Paragraph a. of Section 3 (Exclusions from Coverage) is replaced with the following:

- a. Failure to provide proper care and maintenance, including but not limited to damage resulting from failure to follow any instructions provided by the manufacturer, while owned by you;

Paragraph i. of Section 3 (Exclusions from Coverage) is replaced with the following:

- i. Problems caused or augmented by abuse, misuse, criminal or negligent use, improper installation, or collision with any object, while owned by you;

**California** Only. If you cancel this Plan within 60 days from when you receive this Plan (the "First 60 Days"), you will receive a refund or credit for the full Plan purchase price unless you had a Covered Claim during the First 60 Days. In the event you had a Covered Claim during the First 60 Days, or you cancel this Plan after the First 60 Days, your refund will be the greater of the full Plan purchase price paid less the cost of any Covered Claim or 100% of the pro-rata unearned portion of the Plan purchase price paid, if any, based upon elapsed time.

**Connecticut** Only. We and you will make reasonable efforts to resolve disputes over the terms of this Plan. In the event that we and you cannot reach agreement, you may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written  
March 21, 2022 (7:05PM)

complaint must contain a description of the dispute, the purchase price of the Covered Firearm, the cost of repair of the Covered Firearm, and a copy of this Plan (including receipt and application).

**District of Columbia** Only. We may cancel this Plan upon 5 days prior written notice to you; except, that prior notice shall not be required if the reason for cancellation is nonpayment of the Plan purchase price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Covered Firearm or its use.

**Florida** Only. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia** Only. We may cancel this Plan only for fraud, material misrepresentation, or failure to pay. You may cancel this Plan at any time upon demand and surrender of the Plan, in which case we will refund the excess of consideration paid above the customary short rate for the expired term of the Plan.

**Hawaii** Only. If no claim has been made under this Plan, you have the right to return this Plan within 30 days of the date this Plan was mailed to you, or within 20 days of delivery if this Plan was delivered to you at the time of sale. In such a case, this Plan will be void and we will refund to you the full amount of the purchase price for this Plan. This right to void this Plan is not transferrable and applies only to the original Plan purchaser.

**Illinois** Only. If you cancel this Plan within 30 days after you purchase this Plan and no service has been provided, we will refund the total cost of this Plan less a cancellation fee. At any other time, you will be provided a pro rata refund for the unexpired term of this Plan, based upon the elapsed term of this Plan less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of the Plan price or \$50.

**Iowa** Only. The issuer of this Plan is subject to regulation by the insurance division of the department of commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

**Michigan** Only. If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.

**New Hampshire** Only. 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, or (603) 271-2241.

**Nevada** Only.

Paragraph d. of Section 3 (Exclusions from Coverage) is replaced with the following:

- d. If repair or replacement is covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure, this Plan provides coverage for the Covered Firearm once the limits of any existing other contract, warranty, insurance policy or manufacturer recall covering the Covered Firearm are reached. Further, this Plan covers any other components of the Covered Firearm which are specifically identified as covered in this Plan and which are not covered by any other contract, warranty, insurance policy or manufacturer recall;

Paragraph m. of Section 3 (Exclusions from Coverage) is replaced with the following:

- m. any unauthorized or non-manufacturer-recommended modifications to the Covered Firearm, or any damages arising from such unauthorized or non-manufacturer-recommended modifications; however, if the Covered Firearm is modified or repaired in an unauthorized or non-manufacturer-recommended manner, we will not automatically suspend all coverage; rather, this Plan will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Plan;

The first sentence of Paragraph b. of Section 6 (Cancellation) is replaced with the following:

- b. By Us. We may cancel this Plan in our discretion based upon actual or suspected fraud by you, material misrepresentations or omissions by you, a material breach of your obligations under this Plan by you, or unsafe conditions, as determined solely by us.

If you are not satisfied with the manner in which we are handling your claim under this Plan, you may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

**New Mexico** Only. A 10% penalty per month will be added to a refund that is not made within 60 days of return of this Plan to us.

**North Carolina** Only. The purchase of this Plan is not required either to purchase or obtain financing for a home appliance. We may only cancel this Plan for nonpayment or for your direct violation of any Plan provision. You may cancel this Plan at any time after purchase and receive a pro rata refund less any claims paid and an administrative fee of up to 10% of the pro rata refund.

**Oklahoma** Only. We are licensed by the Oklahoma Insurance Department as a property and casualty insurer, License No. 44197913. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Also, Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

**Oregon** Only. Weekend, holiday and evening service will be performed only if the Covered Firearm fails to operate due to a defect in materials or workmanship during the Term, in the course of normal and intended use of the Covered Firearm, for which repair is prescribed under this Plan ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency renders the Covered Firearm unfit for a person to use because of defects that immediately endanger the health and safety of the user of the Covered Firearm.

In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Firearm, for which repair is prescribed under this Plan. Upon completion of the service, the service provider must provide you an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the service provider directly for the services rendered as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan. Please call the Administrator at (800) 343-9353 to find out the best way to submit the paid invoice to us; or, you may submit the paid invoice by mailing it to the Administrator at 1604 Dell Court, San Jose, CA 95118 with an explanation of the emergency, when it occurred, your name, your account number and your contact information. We may need to contact you for further information.

**South Carolina** Only. In the event of a dispute with the provider of this Plan, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (800) 768-3467.

**Tennessee** Only. This Plan is automatically extended while the Covered Firearm is being repaired.

**Texas** Only. We are registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 660. We may elect not to renew this Plan upon 30 days written notice to you. We will credit to your account the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan. Upon any termination or cancellation by you or us, you will have coverage provided at no additional cost from the date of termination or cancellation plus an additional 30 days. Unresolved complaints concerning providers and administrators or questions concerning the regulation of providers may be addressed to the TDLR, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

**Utah** Only.

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association.

Weekend, holiday and evening service will be performed only if the Covered Firearm fails to operate due to a defect in materials or workmanship during the Term, in the course of normal and intended use of the Covered Firearm, for which repair is prescribed under this Plan ("Emergency Repair"). In the case of an Emergency Repair, you will not be required to obtain our prior authorization for service. Only in the case of an Emergency Repair, you may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Firearm, for which repair is prescribed under this Plan. Upon completion of the service, the service provider must provide you an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as you will be responsible for paying the service provider directly for the services rendered, including all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to us for reimbursement up to the limit of coverage under this Plan. Please call the Administrator at (800) 343-9353 to find out the best way to submit the paid invoice to us; or, you may submit the paid invoice by mailing it to the

Administrator at 1604 Dell Court, San Jose, CA 95118 with an explanation of the emergency, when it occurred, your name, your account number and your contact information. We may need to contact you for further information.

The first sentence of Paragraph b. of Section 6 (Cancellation) is replaced with the following:

- b. By Us. We may cancel this Plan at any time for any reason and if this Plan has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this Plan has been in force for 60 days, this Plan may be cancelled by us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of us and you; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into this Plan; or (v) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 3 days after the delivery or first-class mailing of a written notice to you. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to you. If we cancel this contract within the first 30 days of the contract effective date you will NOT be charged an administrative fee, and you shall be entitled to a refund of the paid premium less any service (claims) costs that were incurred by us. If we cancel this contract after the 30th day from contract effective date, you shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to \$45 (where permitted by law); and (z) any service (and claims) costs that were incurred by us.

**Virginia Only. If any promise made in this 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 at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.**

**Washington Only.** We may cancel this Plan upon 21 days prior written notice to you.

**Wisconsin Only. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan will only be cancelled for material misrepresentation, substantial change in the risk assumed, or a substantial breach of contractual duties, conditions or warranties. You may, within 15 calendar days of the delivery of this Plan, reject and return this Plan for a full refund less actual costs or charges needed to issue and service this Plan. If you cancel this Plan at any time during the coverage period, claims will not be considered when calculating any refund due.