



**MAGNOLIA<sup>®</sup>**  
**PROTECTION PLAN**

**Magnolia Protection Plan**  
**Magnolia Protection Plan with Accidental Damage from Handling**

Throughout these Terms and Conditions, the words “we”, “us” and “our” refer to Magnolia, Best Buy, Geek Squad or AIG WarrantyGuard, Inc. (“AWG”). AWG is the Obligor and Administrator of this Plan. AWG can be contacted at 500 West Madison, Chicago, IL 60606-6613, telephone 1-800-250-3819. “Obligor and Administrator” means the party responsible for claims made in respect of the Covered Product. In Florida and Oklahoma, the Obligor is AIG Warranty Services of Florida, Inc., whose address is 175 Water Street, 25th Floor, New York, New York 10038, telephone 1-800-250-3819. In addition, the term “Magnolia” refers to Magnolia Hi-Fi, LLC. “Best Buy” and “Geek Squad” refer to Best Buy Stores, L.P. The words “you” and “your” refer to the purchaser or transferee of this Plan.

These Terms and Conditions apply only to Plans sold by Magnolia Hi-Fi, LLC, doing business as Magnolia through its Magnolia Design Center locations. Magnolia Design Center locations are usually operated within a Best Buy store. See Magnoliaav.com for a list of current Magnolia Design Center store locations. For clarity, these Terms and Conditions are not applicable to plans (i.e., Geek Squad Protection) sold in relation to products for sale at Best Buy stores containing a Magnolia Home Theater floor area or elsewhere at Best Buy or Best Buy.com.

1. **The Plan.** These terms and conditions of this service contract (“Terms and Conditions”) govern the hardware services and, if applicable, accidental damage from handling coverage we will provide you under the above-mentioned plans (each referred to herein as a “Plan”) for the product identified on your purchase receipt as having coverage under a Plan (“Covered Product”). The Covered Product shall include any accessories included in the original packaging. These Terms and Conditions describe the coverage under each type of Plan (“Coverage”). Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer’s hardware warranty.
2. **When Your Plan Begins and Ends.** Your Plan begins on the later of (i) the date you purchase this Plan, or (ii) the date your original Covered Product is delivered to you although certain parts of the Coverage will begin upon the expiration of the manufacturer’s warranty as explained in Section 3. Subject to certain product specific exceptions providing for longer periods of Coverage as stated in Section 5.3, the “Coverage Period” means the date your Plan begins as per the preceding sentence and shall end as explained below depending on what type of Plan you purchased:
  - a. **One-Time-Pay Plans.** If you paid for your Plan in one payment, Coverage under your Plan will end one, two, three, four or five years from the date on which it started depending on the length of the Plan you purchased unless it is renewed or cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with Section 12(c) hereof.
  - b. **Monthly Paid Term Plan.** If you select a Plan for a set period (e.g., 24 months) and pay for it on a monthly basis, Coverage under your Plan will continue for the set Plan period, unless it is renewed, or is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 12(c) hereof. Until the Plan described in this paragraph is cancelled or our obligations under the Plan become fulfilled in their entirety in accordance with Section 12(c) hereof, you authorize us to charge your credit or debit card for the amount specified on your payment receipt, plus tax, for each month of the set Plan period specified on your payment receipt plus tax. Your account must be current to receive service.
  - c. **Continuous Monthly Plans.** If you select a Plan that automatically renews on a month-to-month basis, Coverage under your Plan will continue and you authorize Best Buy to charge your credit or debit card for the amount specified on your payment receipt each month until your Plan is cancelled, we have fulfilled our obligations under the Plan in accordance with Section 12(c), or we discontinue the monthly renewals in accordance with Section 12(a)II hereof. Your account must be current to receive service.
  - d. **Cancellations/Renewals/Fulfillment.** You can cancel your Plan at any time by calling 1-877-643-9682. For more information on how your Plan may be cancelled or renewed or how our obligations are fulfilled under your Plan in their entirety, please refer to Section 12, below.
3. **Manufacturer’s Warranty.**
  - a. Parts and services covered under the manufacturer’s warranty are the manufacturer’s responsibility and are not covered by us under this Plan during the manufacturer’s warranty period. Therefore, Coverage for hardware failure described in Section 5.1 will begin when the manufacturer’s warranty expires except that if the manufacturer’s warranty does not cover one of the listed Coverage items in Section 5.1, this Plan will provide coverage on the Plan start date.
  - b. Although not covered nor an obligation of ours under this Plan, Best Buy or Magnolia may provide hardware service to you if Best Buy or Magnolia is a manufacturer authorized service provider or Best Buy or Magnolia may otherwise offer to help facilitate manufacturer’s warranty claims by providing you administrative assistance to process a manufacturer’s warranty claim directly with the manufacturer.
  - c. If your Covered Product is replaced as a result of a manufacturer’s warranty claim, your replacement device will become the Covered Product under this Plan, provided that you contact us to provide the serial number and any other information requested so that we can properly identify the new device as the Covered Product.
4. **Types of Plans.**
  - a. **Magnolia Protection Plan.** This Plan includes hardware service as described below.

- b. **Magnolia Protection Plan with ADH.** This Plan includes hardware service and accidental damage from handling coverage as described below (“ADH Coverage”). If you purchased this Plan, it may be abbreviated and identified as “ADH” on your receipt or similar marking.

## 5. What is Covered?

### 5.1 Hardware Service

- A. We will repair or replace your Covered Product if you notify us of a hardware failure that occurred during the Coverage Period resulting from:
- i. Defects in material or workmanship;
  - ii. Normal wear and tear;
  - iii. Dust, internal overheating, internal humidity/condensation;
  - iv. Power surge/fluctuation;
  - v. Defective pixels for those Covered Products that have a pixel-based display. Pixel repair will be based upon three defective pixels throughout the entire display area;
  - vi. Screen image burn-in;
  - vii. **One-Time Battery Replacement.** The non-disposable battery fails to hold a charge per the manufacturer guidelines. You are limited to one battery replacement claim per Plan term, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months.
  - viii. If you purchased an installation or delivery service from Best Buy or Magnolia when you purchased your Covered Product and you receive a replacement product pursuant to these Terms and Conditions, or if it is necessary for us to remove your Covered Product for it to be serviced, we will cover the delivery and/or re-installation costs for your replacement product or serviced product at the original address exclusive of parts such as mounting brackets, kits, etc. that may be needed to complete the installation.
- B. **No Lemon Benefit.** After two covered hardware repairs concerning the same defect have been attempted or completed on the same Covered Product during the Coverage Period (each, a “Qualified Repair”) and such Covered Product requires a third Qualified Repair, we will replace it with a new device of like kind and quality and of comparable performance in accordance with the terms of Section 7 below (the “No-Lemon Benefit”) and our obligations under this Plan will have been fulfilled in their entirety. However, for clearance, open-box, and other Covered Products originally purchased at a discount, we may issue a gift card or voucher for the original discounted purchase price plus tax instead of offering a replacement, which would also fulfill our obligations under the Plan. This No Lemon Benefit shall also be subject to the following:
- I. You have 90 days from the date of our No-Lemon Benefit authorization to complete your Covered Product replacement transaction.
  - II. **The following services are not Qualified Repairs for purposes of the No-Lemon Benefit:** ADH Coverage repairs and replacements; parts and service covered under the manufacturer’s warranty or by a manufacturer’s recall; preventative maintenance; cleanings; troubleshooting and diagnosis; any technical support services in relation to computer software-related issues; virus and/or spyware damage/removal; a valid no-fault-found determination; customer education; accessory repairs/replacements (e.g., ice makers, chargers, disposable batteries); and amplifier vacuum tube replacements.
- C. **Product Specific Terms.** In addition to the terms above, please see the additional specific Coverage terms for the Covered Products identified in Section 5.3.

### 5.2 Accidental Damage from Handling (“ADH”)

If during the Coverage Period you submit a valid claim notifying us that the Covered Product has failed due to accidental damage from handling (ADH), we will either (i) repair the damage using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Product with a replacement product that is new or equivalent to new in performance and reliability.

ADH Coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional event (e.g. drops and spills) that arises from your normal daily usage of the Covered Product as intended for such Covered Product. We may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We may deny your claim if you fail to provide information relating to the accident when asked. We also reserve the right to determine the applicability of ADH Coverage based upon the condition of the Covered Product at the time of the claim.

### 5.3. Product Specific Coverage Terms.

- a. **Home Theater Products:**
1. Recalibration is provided on applicable televisions. This benefit only applies if you purchased TV calibration from Best Buy or Magnolia on the same receipt as this Plan. It is your responsibility to schedule the recalibration after completion of a qualified repair by calling 1-877-643-9682. This benefit also applies if the TV is replaced under the term of this Plan.
  2. You are limited to making one claim during the term of this Plan to replace a bulb for DLP, Projection LCD TVs and Home Theater Projectors, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months.

3. You are limited to making one claim during the term of this Plan to replace a TV remote control that was included in the original packaging, or, if you have a Continuous Monthly Plan, you can make one claim every 36 months.
  4. For amplifiers with vacuum tubes, the quantity of vacuum tubes eligible for replacement under this Plan shall be limited to the number of vacuum tubes included in the original product design.
  5. Removal and reinstallation of your TV in the same location for service purposes provided the TV was delivered and/or installed by a Best Buy, Magnolia or Geek Squad or one of their Authorized Servicers or Installation Providers as stated on the same purchase receipt as the purchase of this Plan.
  6. Coverage for home speakers and subwoofers (powered and non-powered) will be covered for a period beginning on the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of ten years (e.g., if you purchased a 3 year Plan and the manufacturer's warranty is 2 years, your Coverage will expire after 5 years from the date of purchase).
  7. Preventative maintenance checks and alignments on a carry-in basis for turntables, tube amplifiers, CD players, DVD players and Blu-ray players. The preventative maintenance checks are limited to one per Plan year.
  8. Removal and reinstallation of your home audio speakers for service purposes provided the product was installed by a Best Buy, Magnolia or Geek Squad or one of their Authorized Servicers or Installation Providers as stated on the same purchase receipt as the purchase of this Plan.
- b. Universal Remote Controls and Control Systems:
1. If your original universal remote control or control system was programmed by Best Buy, Geek Squad or Magnolia as stated on the same purchase receipt as the one provided through the purchase of this Plan, and you receive a replacement product pursuant to these Terms and Conditions, we will cover the reprogramming costs.
  2. Reprogramming will be done on a carry-in basis, in-home or through on-line assistance at our sole discretion.

## 6. What's Not Covered?

In addition to any other Coverage and Product-specific exclusions identified above, claims and Coverage under this Plan will be denied in the following situations:

- a. Cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;
- b. Theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product;
- c. Damage caused by accident (unless you have purchased ADH Coverage and it is a covered event as stated in Section 5.2);
- d. Faulty installation, repair, or maintenance by anyone other than a Best-Buy-authorized service provider;
- e. Extreme environmental conditions (including extreme temperature or humidity) leading to problems such as external condensation and mold;
- f. Acts of God including lightning, fire, flood, earthquakes and other external causes;
- g. Use outside of the permitted or intended uses described by the manufacturer;
- h. Damage caused by contact with any human or animal bodily fluids;
- i. Covered Products that have been lost or stolen (this Plan only applies to products returned in their entirety);
- j. If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product unless you show that you received a replacement product from the manufacturer under the manufacturer's warranty;
- k. Damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing repair or replacement service, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);
- l. If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;
- m. If the Covered Product has been used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan;
- n. Preventative maintenance on the Covered Product;
- o. Damage that is secondary damage or any damage that would be ordinarily covered under a primary insurance policy (e.g., car accident causes damage to the Covered Product);
- p. Protection against any other act or result not covered by this Plan; and
- q. Any resultant damage to the Covered Product that arises from one or more conditions described above.

## 7. Repair or Replacement of Covered Products. Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:

- a. Repairing your Covered Product. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications.
- b. Reimbursing you for replacement with a voucher or gift card equal to the Covered Product's current market value, as determined by us, not to exceed the original purchase price of your Covered Product including taxes.
- c. Replacing your Covered Product with a product of like kind and quality and of comparable performance. If we replace your Covered Product, the following may apply:

- i. Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
- ii. Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts; and
- iii. Covered Products and parts which are replaced become our property except where prohibited by law.

**8. How to Obtain Service and Support?** You may obtain service by visiting a Magnolia Design Center inside a Best Buy store (go to [magnoliaav.com/locations](http://magnoliaav.com/locations) to view current locations), by emailing customer service at [service@magnoliaav.com](mailto:service@magnoliaav.com) or by calling us at 1-877-643-9682. The type of information, service or support available through any particular channel depends on the nature of the Covered Product; store and call center hours vary.

**9. Service Options.**

9.1 In the U.S., Best Buy, Magnolia, Geek Squad or an authorized service provider will provide service to you on behalf of AWG through one or more of these options:

(i) Carry-in service. Carry-in service is available for most Covered Products. Return the Covered Products to a Best Buy or Magnolia store in the U.S. Service will be performed for you at the store or the store may send the Covered Product to another location. You will be notified when service is complete. It will be your responsibility to promptly retrieve the Covered Product.

(ii) In-home service. For TVs, if in-home service is provided under the manufacturer's warranty, then in-home service will be provided under this Plan. We may attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service.

(iii) Mail-in service. Direct mail-in service is available for most Covered Product products. If we determine that your Covered Product is eligible for mail-in service, we will send you prepaid way bills (and packaging material if necessary) and you will ship the Covered Product to a location in accordance with our instructions. Once service is complete, we will return the Covered Product to you. We will pay for shipping to and from your location if you follow all instructions.

(iv) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Product products. DIY parts service is available for many Covered Product parts or accessories and this will allow you to service your own Covered Product. If ERS or DIY parts service is available, the following terms will apply.

(a) Service where we deliver a replacement product or part to you in advance of us receiving your original Covered Product or part from you. In these cases, we may require that you authorize a charge to your credit card as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide a credit card authorization, we will offer alternative arrangements for service. We will ship a replacement product or part to you pursuant to instructions and any requirements for the return of the replaced product. If you follow the instructions, we will cancel the credit card authorization, so that you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed, return a replacement product or part that is ineligible for service, or do not unlock your device and turn off any device tracking feature or service, we will charge the credit card for the authorized amount.

(b) Service where we do not require return of the replaced product or part. We will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) We are not responsible for any labor costs you incur in respect to ERS or DIY parts service. Should you require further assistance, you should contact us at the telephone number listed above.

9.2 We reserve the right to change the method by which we may provide repair or replacement service to you, and your Covered Product's eligibility to receive a particular method of service.

**10. Your Responsibilities.**

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

(i) You will provide a copy of this Plan and a copy of your purchase, exchange and service receipts, if requested.

(ii) You will provide information about the symptoms and causes of the issues with the Covered Product.

(iii) You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.

(iv) You will follow instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions.

(v) You will make sure to back up software and data residing on the Covered Product prior to obtaining service from us.

(vi) You are responsible for delivering and picking up your Covered Product for carry-in service.

(vii) You will be required to sign a service order disclaimer or other service order terms to obtain repairs or a replacement device. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.

(viii) You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

**11. ELIGIBILITY FOR COVERAGE; TRANSFERRING YOUR PLAN.** We will provide service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product. If ownership of the Covered Product has changed and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts, as well as any service repair receipts or exchange receipts, should be transferred to the new owner. You may call 1-877-643-9682 to transfer your Plan.

**12. RENEWAL; CANCELLATION; FULFILLMENT OF PLANS**

**a. Renewal.**

I. **One Time Pay and Monthly Paid Term Plans.** At our discretion, we may offer you a renewal of this Plan or a new service contract. If we elect to renew this Plan, the claims limits applicable to your Covered Product and the limit of liability set forth in Section 14 herein shall reset. The renewal term and price may vary based on the age, condition of the Covered Product, and current service costs at the time of the renewal. It is at our discretion to determine the type of renewal benefits for which your Covered Product is eligible. If we elect to offer you a new service contract, it may contain different coverage and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of your Plan. Therefore, you may not receive any communication from us prior to your Plan expiring unless we offer you a renewal of this Plan or a new service contract.

II. **Continuous Monthly Plans.** Continuous Monthly Plans will provide Coverage on a month-to-month basis for a minimum of 36 months from the original Plan start date. At any time following the initial 36 months of Coverage, at our discretion and provided that we give you at least 60 days' notice, we may elect to discontinue further renewals of your Continuous Monthly Plan, offer you a new service contract that contains different coverage and benefits as compared to your original Plan, or offer you a renewal term and price that may vary based on the age, condition of the Covered Product, and current service costs at the time of the renewal offer. It is at our discretion to determine the conditions under which we may offer you a renewal or new service contract, or the type of benefits for which your Covered Product is eligible.

**b. Cancellation.**

I. **Cancellation by Us.** This Plan may be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us, or nonpayment of the monthly fee if you have purchased a Monthly Paid Term Plan or Continuous Monthly Plan ("Non-Payment Event"). If a Non-Payment Event occurs, we will provide you written notice, via mail and/or email, of the Non-Payment Event. If the Non-Payment Event is not cured, the Plan will be cancelled retroactively to midnight on the last day of the month for which the last monthly payment was paid. If we cancel this Plan and you have paid for a Plan term in advance per the One-Time-Pay Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. We may also suspend our obligations under this Plan while a Non-Payment Event exists or any other situation where you have failed to pay us an amount that is due in connection with this Plan or where you have failed to fulfill a material obligation such as not sending to us your defective device after we've given you a replacement product.

II. **Cancellation by You.** There are no fees to cancel this Plan. **You may cancel this Plan at any time, for any reason, at a store, by calling 1-877-643-9682, or by sending a notice of cancellation to us.** If you cancel your One-Time-Pay Plan within 30 days of your Plan's purchase, you will receive a full refund of the price paid for the Plan, less the value of any service provided to you under this Plan. If you cancel your One-Time-Pay Plan more than 30 days after your purchase of the Plan, you will receive a pro rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. If you have purchased a Monthly Paid Term Plan or a Continuous Monthly Plan and you cancel your Plan, you will be covered for any period of time for which you paid in advance, and your Plan will be cancelled on midnight on the last day of the month for which the last monthly payment was paid. For the Monthly Paid Term Plan and the Continuous Monthly Plan, it may take up to 60 days for the cancellation to be reflected on your credit card statement.

Mail cancellation requests along with this document and all original receipts to:

AWG / Magnolia Protection Plans  
ATTN: Cancellations  
P.O. Box 9312  
Minneapolis, MN 55440-9312

**c. Fulfillment of Plans.** Our obligations under your Plan will be fulfilled in their entirety if:

I. Except when covered by a Continuous Monthly Plan, our obligations will be fulfilled in their entirety if we replace your Covered Product with a new product or if we issue you a voucher or gift card for its current market value not to exceed the original purchase price of your Covered Product including taxes.

III. For Continuous Monthly Plans, our obligations will be fulfilled in their entirety if we issue you a voucher or gift card for the current market value of your Covered Product, not to exceed its original purchase price. If we replace your Covered Product, your replacement device will become the Covered Product under your Continuous Monthly Plan.

**13. AVAILABILITY OF SERVICES.** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

**14. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF USE, OR LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN;
- (II) FOR ANY SINGLE CLAIM, OUR LIABILITY SHALL BE THE LESSER OF THE COST OF (A) REPAIRS AUTHORIZED BY US, OR (B) REPLACEMENT WITH A NEW OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY THAT IS OF COMPARABLE PERFORMANCE; AND
- (III) EXCEPT FOR CONTINUOUS MONTHLY PLANS, OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR COVERED PRODUCT INCLUDING TAXES.

WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

The Insurer and Obligor shall not be deemed to provide cover and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**15. INSURANCE.** This Plan is not a contract of insurance, but it is secured by an insurance policy provided by Illinois National Insurance Company, 500 W. Madison St., 30<sup>th</sup> Floor, Chicago, IL 60661, Ph: (800) 250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, and VA, which are covered by New Hampshire Insurance Company, 175 Water St., 25<sup>th</sup> Floor, New York, NY 10038, Ph: (800) 250-3819. If, within 60 days, we have not paid a claim, provided you with a refund, or if you are otherwise dissatisfied, you may make a claim directly to the insurance company.

**16. GENERAL**

a. These Terms and Conditions and your purchase receipt (which contains the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy, Magnolia or Geek Squad have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

b. This Plan does not exclude pre-existing conditions.

**17. STATE-BY-STATE VARIATIONS.** The following state variations shall control if inconsistent with any other terms and conditions:

**Alabama Residents:** You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. **Resolution of Disputes:** If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Contract.

**Florida Residents:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine at our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind

and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages only to the extent such damages are known to you or reasonably should have been known to you. Should a discrepancy arise in the interpretation of a given issue between the English version and a version issued in another language, the English version will take precedence in all matters.

Illinois Residents: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If the contract has been in effect for seventy (70) days or more, We can only cancel this Contract due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, your Plan will be cancelled. We may deny coverage if you do not provide our repair technicians a safe work environment/condition to perform service.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (year, whichever occurs first, unless: (a) you fail to pay any amount due; (b) you are convicted of a crime which results in an increase in the service required under the Plan; (c) you engage in fraud or material misrepresentation in obtaining this Plan; (d) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (e) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

New York Residents: You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to you at the time of sale or within a longer time period if permitted within this Plan. If no claim has been made under this Plan, the Plan shall be void and we shall refund to you the full purchase price of the Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. This return and penalty provision shall only apply to the original purchaser of the Plan.

Oklahoma Residents: THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. IN THE EVENT THE CONTRACT IS CANCELED BY THE WARRANTY HOLDER, RETURN OF PREMIUM SHALL BE BASED UPON NINETY PERCENT (90%) OF THE UNEARNED PRO RATA PREMIUM. IN THE EVENT THE CONTRACT IS CANCELED BY THE ASSOCIATION, RETURN OF PREMIUM SHALL BE BASED UPON ONE HUNDRED PERCENT (100%) OF UNEARNED PRO RATA PREMIUM. THE COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE OKLAHOMA INSURANCE GUARANTY ASSOCIATION. THIS IS NOT AN INSURANCE CONTRACT.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to submit a claim directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of



loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan.

Texas Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. AWG: TDLR Lic #:162.

Utah Residents: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

Washington Residents: If we cancel this Plan for any reason, we must mail you written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this Plan.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

(a) A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider.

(b) The notice under paragraph (a) shall state the effective date of the cancellation and the reason for the cancellation.

(c) If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid.

(d) The provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. You may, within twenty (20) calendar days of the delivery of this Plan, reject and return this Plan for a full refund if no claim has been made. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us (a) within 20 days after the date we have mailed the Plan to you, (b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.