We, Asurion or the retailer from whom you purchased the product covered by this Plan, may make available additional products and services at a discount from time to time, for your consideration.

This is a legal contract (referred to hereinafter as the “Plan”). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligor: The company obligated under this Plan in all states and the District of Columbia except Florida is Asurion Service Plans, Inc., whose address is P.O. Box 601078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is Asurion Service Plans of Florida, Inc. P.O. Box 601078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

Definitions: (1) “we,” “us” and “our” refer to the company obligated under this Plan, as referenced above; (2) “administrator” refers to (a) Asurion Services, LLC in all states and the District of Columbia except Florida; and (b) Asurion Service Plans of Florida, Inc. in Florida. “Asurion” refers collectively to Asurion Services, LLC, and Asurion Service Plans of Florida, Inc., the administrator can be contacted at P.O. Box 1340, Sterling, VA 20167. (3) “retailer” refer to Home Depot U.S.A., Inc. (“THD” or “Home Depot”); (4) “breakdown” refers to the mechanical or electrical failure of the product caused by: a) defects in materials and workmanship; b) normal wear and tear; c) dust, heat, or humidity; and d) power surges. (5) “product” refers to the consumer item covered by this Plan; (B) “you” and “your” refer to the individual who purchased the product and this Plan or the individual to whom this product and Plan were transferred per these terms and conditions; and (7) “replacement product” refers to a NEW REMANUFACTURED OR REFURBISHED PRODUCT, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT. Technological advances may result in a replacement product with a lower selling price than the original product.

Instructions: You must keep the receipt for your product, it is an integral part of this Plan and you may be required to reference or provide it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the receipt containing the term of this Plan and product identification, constitute the entire agreement.

Replacement Plan (products $299.99 and under other than Hot Water Heaters and Major Appliances):

What is Covered: This Plan covers the replacement of your product in the event the product experiences a breakdown, which is not concurrently covered under any insurance policy or any other service contract. We may replace your product with a replacement product, or we may, at our discretion, issue you a Home Depot gift card or check for the purchase price paid for the product, including taxes, as indicated on your sales receipt.

This Plan includes the following enhanced coverage beginning on the date of Plan purchase:

- **Surge protection** – beginning on the date of Plan purchase
- **Re-installation labor in the event a water heater needs to be replaced after the manufacturer’s warranty expires.**

Term of Coverage for Hot Water Heaters: The term and coverage of the Water Heater Plan begins immediately following the expiration of the manufacturer’s labor warranty, and remains in effect for a period of five (5) years, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

Repair Plan for Major Appliances:

What is Covered: This Plan covers the cost of parts and labor to repair your product in the event your product experiences a breakdown, which is not concurrently covered under any insurance policy or any other service contract. If we determine that we cannot service your product as specified in this Plan, we may at our discretion, (a) replace the product with a replacement product, or (b) issue you a Home Depot gift card or check for the purchase price paid for the product, including taxes, as indicated on the sales receipt. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable.

This Plan includes the following enhanced coverage from the date you purchased the Plan (unless otherwise noted) until the applicable Plan expires:

- **Food Spoilage** – You will be eligible to receive reimbursement for food losses resulting from a reported breakdown of your refrigerator or freezer up to $300.00 per incident. Documented proof of loss will be required.
- **Surge protection** – beginning on the date of Plan purchase
- **Preventative Maintenance Parts Reimbursement**:
  - You will be eligible to receive reimbursement of 50% of the actual amount paid for select preventative maintenance parts on your product (including air filters, aluminum vents, coil brushes, dryer lint brushes, washer fresheners, hoses, water filters and water lines) purchased at Home Depot U.S.A., Inc. (“THD” or “Home Depot”) retail locations, online at homedepot.com, or on the Home Depot U.S.A., Inc. (“THD” or “Home Depot”) mobile application, for the term of this Plan. The preventative maintenance parts eligible for this reimbursement are batteries, belts, blades, filters, oil, spark plugs, and tires. There is a $500 maximum reimbursement for preventative maintenance parts over the term of this Plan. You must contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this benefit. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or using its mobile applications.
- **Cosmetic Parts Reimbursement**: You will be eligible to receive reimbursement of 50% of the actual amount paid for cosmetic parts related to the product (including, drip pans, freezer and refrigerator shelves and drawers, range and oven knobs, range heating elements or grates and trim kits) purchased at Home Depot U.S.A., Inc. (“THD” or “Home Depot”) retail locations, online at homedepot.com, on the Home Depot U.S.A., Inc. (“THD” or “Home Depot”) mobile application, or from any other supplier of cosmetic parts. Contact Asurion at 800-HOMEDEPOT (800-466-3337) to file a claim for this benefit. You will be required to provide Asurion with a copy of the sales receipt to obtain the reimbursement. Retailer will not apply the aforementioned reimbursement amount to the purchase of these products in its stores, on its website or using its mobile applications.
- **No Claim Reward:** (a) (1) and (5) year Plans: Upon expiration of your Plan, you will be eligible to receive a reimbursement of 30% of the price of your Plan exclusive of taxes provided you have not made any service claims. Contact Asurion to claim this benefit within sixty (60) days of the expiration of your Plan. This benefit is only available for Major Appliances. NOTE: Claims for reimbursement for Preventive Maintenance Parts or Cosmetic Parts do not constitute a service claim.
- **Fix It Fast Program: In the event your product is not repaired within seven (7) days of the initial service diagnosis of the breakdown, you are eligible for a one-time payment of $50.00 during the term of this Plan. This benefit begins upon expiration of the manufacturer’s warranty. Contact Asurion at prevmainpgm@asurion.com to file a claim for this benefit.**

Term of Coverage: The term of your Plan commences upon the date of purchase of the product and continues for a period of three (3) or five (5) years, depending on the Plan purchased, as indicated on the sales receipt. Coverage for some of the above additional benefits begin on the date of purchase of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, the Plan continues to provide some of the manufacturer’s benefits as well as certain additional benefits listed within the Plan’s terms and conditions. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.
The following provisions apply to All Plans:

How it Works: If your product experiences a breakdown, contact customer service at 1-844-529-2701 or go online to home depot.com/protect to process your claim twenty-four (24) hours a day, seven (7) days a week, and have your product serviced within thirty (30) days. We will pay for the cost of shipping your product to and from the authorized service center for repair or replacement. In the event of a replacement under any Plan, we may request that you return the original product as a condition to receiving the replacement product. All claims must be reported within thirty (30) days after expiration of this Plan.

No Lemon Policy: If we determine that a product requires a fourth (4th) repair during the term of this Plan for the same breakdown or component, we will, at our discretion, either: (a) replace the product with a replacement product, or (b) issue you a “THD” or “Home Depot” gift card or a check with a value equal to the purchase price you paid for the product, less any claims which have been paid or repairs that have been made, as indicated on the sales receipt. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer’s warranty. NOTE: The No Lemon Policy is not applicable for Replacement Plans.

Limit of Liability: For any single claim, the limit of liability under the Plan is the lesser of the cost of (1) authorized repairs, (2) a replacement product, (3) reimbursement for authorized repairs or replacement of your product, or (4) the price paid for the product (excluding any delivery charges), including taxes. The total liability under the Plan is the purchase price paid for the product, including taxes, as indicated on your sales receipt. In the event that: (a) the total cost of all repairs exceeds the purchase price you paid for the product, including taxes, (b) we reimburse you for the purchase price of your product or (c) we provide you a replacement product, all of our obligations under this Plan have been fulfilled in their entirety.

Manufacturer’s Responsibilities: Parts and services covered during the manufacturer’s warranty period are the sole responsibility of the manufacturer.

Deductible: There is no deductible required to obtain service for your product.

Transferable: This Plan may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 1-844-529-2701. Any documents, including the Plan receipt and service repair receipts, should be transferred to the subsequent owner, as they may be requested in support of future claims processing.

Moving: Except for coverage for water heaters, in the event you move or relocate, please contact us so

Mail cancellation request along with this document and all original receipts to: P.O. Box 1818
Sterling, VA 20167

Insurance Securing this Plan: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin, Chicago, IL 60605. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Arbitration Agreement: For the purpose of this arbitration agreement (referred to hereinafter as the “A.A.”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) Home Depot U.S.A., Inc. ("THD" or "Home Depot") and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-806-856-3882. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

(a) This A.A. shall survive termination of the Plan, and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim to certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37224-0656. The Notice must describe the dispute and relief sought. If we agree that your dispute can be resolved without the dispute being arbitrated, you may choose to have the dispute resolved with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for $25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an impromptu or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than $25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or $7,500, whichever is greater; and (2) pay the attorney’s fees incurred in connection with the arbitration. If your dispute is for $25,000 or less, the arbitrator will also decide whether you are entitled to an award of fees and expenses in addition to the amounts awarded by the arbitrator. If your dispute is more than $25,000, the arbitrator will receive the amounts awarded by the arbitrator, and you are entitled to recover your attorney’s fees and expenses if the arbitrator determines that you prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief.

(f) YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entireity of this A.A. shall be null and void.

State Variations

The following state variations shall control if inconsistent with any other terms and conditions in this Plan:

Arizona Residents: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance.

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 effective date of the Plan, you shall receive a refund of the price paid for the Plan; (b) if the service has been performed, or (c) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made.

Connecticut Residents: The first sentence of the Cancellation section is deleted and replaced with the following: “You can cancel this Plan at any time for any reason, including if the product is returned, sold, lost, stolen or destroyed, by surrendering it to the retailer from which you purchased this Plan during their store return policy of ninety (90) days, or at any time by emailing department@asurion.com or visiting home depot.com/protect or by writing the administrator at the address below.” In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of
Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816. Att’n: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the repair has been completed and your product has been delivered to you.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after ninety (90) days of the effective date of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars ($25), whichever is less.” This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration Agreement provision of this Plan shall affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-3-6. Item (15) of the WHAT IS NOT COVERED SECTION is deleted and replaced with the following: “Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing (use of a product for these purposes will void coverage under this Plan).”

Nevada Residents: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the third sentence of the Cancellation provision, “administrative fee” is deleted and replaced with “cancellation fee”. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: (1) you engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; (2) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan; (3) your Plan has been in force for seventy (70) days and substantially and materially increases the service or repair of the product and a copy of the Plan. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the repair has been completed and your product has been delivered to you. Nevada: The Arbitration Agreement provision of this Plan is replaced with: “For the purpose of this arbitration agreement, references to “we” and “us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-844-529-2701. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION. CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Nevada.”

South Carolina Residents: Contact us at 1-844-529-2701 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467. Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer. A SMALL CLAIMS COURT, BY AGREEMENT CONTAINED IN THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, WAIVE THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER SIMILAR PROCEEDINGS.”; and (2) the phrase “and is governed by the Federal Arbitration Act” in the first sentence of subparagraph (a) is deleted in its entirety.

Wisconsin Residents: The Arbitration Agreement provision of this Plan is replaced with the following: “If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wisconsin. For the purpose of this arbitration agreement, references to “we” and “us” include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Home Depot U.S.A., Inc. (“THD” or “Home Depot”) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. To obtain a large type copy of the Terms and Conditions of this Plan, please visit homedepot.com/protect. Administrated by: Asurion P.O. Box 1340 Sterling, Virginia 20167 © 2018 Asurion, LLC All rights reserved 468 v. THD-1 (02/18)