Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
ED101J015790872
By: Wanda Chambers

cw P83 6 epo

NO. 2009-33349

STATE OF TEXAS **Plaintiff**	§ § §	**IN THE DISTRICT COURT OF**
v.	§ §	**HARRIS COUNTY, TEXAS**
CONN'S, INC. and **CONN APPLIANCES, INC.** **Defendants**	§ § §	**190th JUDICIAL DISTRICT**

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this ___ day of ___, 2010, came before this Court, Plaintiff, State of Texas ("Plaintiff"), and Defendants Conn's Inc. and Conn Appliances, Inc. ("Defendants") in the above captioned cause.

The STATE OF TEXAS, by and through Texas Attorney General GREG ABBOTT, and Defendants, by and through their attorney of record, announced to the Court that all matters of fact and things in controversy between them had been fully and finally compromised and settled and presented to the Court this Agreed Final Judgment and Permanent Injunction ("Judgment"). By their duly authorized signatures, the parties stipulated to the Court the following: that they understand the terms of this Judgment; that they agree to the terms of this Judgment; that they actively participated in the negotiations leading up to this Judgment and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; that they acknowledge receipt of copies of this Judgment and have full and actual notice of the terms of this Judgment; that the issuance and service of a writ of injunction are waived; that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Tex.R.Civ.P. 683; that this Judgment represents a compromise and

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settlement of all matters arising out of facts alleged by the STATE OF TEXAS in this cause.

Defendants, desiring to resolve this litigation brought by the Attorney General without trial or adjudication of any issue of fact or law, have consented to entry of this Judgment, which such consent is not an admission of liability by Defendants as to any issue of fact or law. The Parties do not contest the jurisdiction of the Court and do not contest the entry of this Judgment.

It appearing to the Court that all parties agree to the entry of this Judgment and that they have approved its entry by the duly authorized signatures of their respective attorneys below, the Court, upon the stipulations of the parties and after being fully advised in this matter, finds as follows:

A. that it has jurisdiction of the parties and subject matter of this suit;

B. that the settlement of this dispute is agreed to by the Parties; and

C. that it would be in the best interests of the parties if the Court approved the settlement and rendered judgment accordingly.

Based upon these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued as granted in this Judgment and all other relief set forth in this Judgment should be granted.

INJUNCTIVE RELIEF

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants Conn's Inc. and Conn Appliances, Inc. (as defined herein) whether acting

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directly or through any trust, corporation, subsidiary, division, or other device shall be permanently enjoined from engaging in the following acts or practices:

A. Failing to provide to consumers a copy of the Extended Warranty Agreement at the time of sale, in the same form or similar form as the Extended Warranty Agreements attached as Exhibits A, B, and C to this Injunction (English or Spanish version as applicable), except for the occasional incidental failure to do so;

B. Failing to provide to consumers a copy of the Extended Warranty Agreement Brochure at the time of sale, in the same form or similar form as the Extended Warranty Brochures attached as Exhibits D, E, and F to this Injunction (English or Spanish version as applicable), except for the occasional incidental failure to do so;

C. Representing to consumers that any Extended Warranty Agreement confers rights, remedies or obligations that it does not have;

D. Adding any charges for an Extended Warranty Agreement or other charges to the consumer's invoice without the consumer's express written consent;

E. Adding any charges for a Credit Insurance Product or other charges to the consumer's invoice without the consumer's express written consent;

F. Failing to remove any charges for property insurance from a consumer's account within five (5) business days of Defendants' receipt of the consumer's reasonable proof of property insurance coverage of household goods, including the product financed by Defendants, except for the occasional incidental failure to do so.

It is further ordered, adjudged, and decreed that the Extended Warranty Agreement provisions that are attached as Exhibits A, B, and C to the Judgment shall be

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applicable to and supersede any existing extended warranty agreements sold by Defendants.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if a product sold by Defendants to a consumer fails within seventy-two (72) hours of purchase or delivery to the consumer, the product will be replaced by Defendants as soon as reasonably practicable. If the same model number of the product is not available, then a similar model with the same functionality as the original model will be delivered to the customer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if a product sold by Defendants to a consumer fails at the time of delivery, the delivery team must not leave the failed product in the home, but must remove the product and exchange it for same or like product.

In the event the Plaintiff believes Defendants are not in compliance with the terms of this Judgment, the Plaintiff shall provide Defendants with written notice of the potential non-compliance. The Plaintiff and Defendants shall attempt to resolve the dispute informally and in good faith. After 30 days, if the dispute is not resolved by agreement between the Plaintiff and Defendants, either party may seek relief from this Court. Occasional good faith mistakes and errors shall not constitute grounds for the Plaintiff to seek enforcement of this Judgment in Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as used in this Judgment, the following terms are defined as follows:

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A. "Consumer" means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services;

B. "Defendant(s)" means Conn's Inc. and Conn Appliances, Inc. "Defendant(s)" shall also mean any successors, assigns, officers, agents, subcontractors, servants, employees, or corporations of Conn's Inc. and Conn Appliances, Inc, and any other persons in active concert or participation with Conn's Inc. and Conn Appliances, Inc., but only insofar as they have legal, contractual, or employment obligations to Conn's Inc. or Conn Appliances, Inc.

C. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;

D. "Representing", "selling", "marketing", "promoting", "distributing" or "advertising" means any type of contact with a person or entity for the purpose of selling an extended warranty agreement or credit insurance product as defined below.

E. "Extended Warranty Agreement" means Repair Service Agreement, Replacement Product Plan Agreement, or Furnituregard Comprehensive Plan, copies of which are attached as Exhibits A, B, and C to this Judgment.

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F. "Extended Warranty Agreement Brochure" means the Defendants' in-store brochures for Extended Warranty Agreements, copies of which are attached as Exhibits D, E, and F to this Judgment.

G. "Credit Insurance Product" means credit insurance policies sold by Defendants to consumers for insurance coverage of the unpaid balance of the consumer's account with Defendants in the event of the consumer's death, disability , or unemployment, or if the product is lost or damaged a sample copy of which is attached as Exhibit G.

IT IS FURTHER ORDERED that Plaintiff have judgment in the amount of Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00), which shall be reserved to be paid to Texas consumers for restitution by Plaintiff ("restitution funds"). Defendants have timely paid Plaintiff the restitution funds in full in the amount of Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00) the receipt and sufficiency of is acknowledged by the Office of the Attorney General of Texas. Plaintiff will be responsible for distributing the restitution funds to Texas consumers, and will be responsible for the timing, manner, and amount of said distribution in its sole discretion. Defendants will provide reasonable assistance and information to Plaintiff required to implement said distribution; and, said assistance and/or information will be provided by Defendants to Plaintiff within thirty (30) days of Plaintiff's making such a request. A portion of the restitution funds may be used by the Plaintiff to pay certain third parties as it deems necessary and for the sole purpose of assisting the Plaintiff in distributing the restitution funds to consumers. Any un-distributed amounts will revert to the State of Texas pursuant to §402.007 of the Texas Government Code. Plaintiff shall

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file this Agreed Final Judgment and Permanent Injunction within thirty (30) days of Defendants paying said amounts as hereinbefore specified.

IT IS FURTHER AGREED that in addition to said payments, Defendants have paid Plaintiff the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) ("Attorneys' Fees") for reimbursement of the State's attorneys' fees, court costs and investigative costs incurred in this case, the receipt and sufficiency of is acknowledged by the Office of the Attorney General of Texas, which sum is for the benefit of the State of Texas, a governmental unit, and which is not compensation for any actual or pecuniary loss and does not constitute an antecedent debt with respect to this litigation.

IT IS FURTHER AGREED that Defendants have paid One Hundred Thousand and No/100 Dollars ($100,000.00), to "Consumer, the University of Houston Law Foundation", the receipt and sufficiency of is acknowledged by the Office of the Attorney General of Texas, to be used for the University's consumer education programs ("Consumer Education Funds").

RESOLUTION OF CLAIMS AND INVESTIGATIONS

The Judgment is a complete settlement and release of all claims under the Texas Deceptive Trade Practices Act, TEX. BUS. & COMM. CODE §§17.41 *et seq* as set forth in Plaintiff's Original Petition that have been or could have been brought based upon actual or alleged acts, practices or courses of conduct that have occurred through the date of this Judgment. Nothing in this Agreed Judgment shall be deemed to preclude the Office of the Attorney General's review of acts, practices or courses of conduct that occur after the entry of this Judgment, nor to impair any right of any Defendant to defend any such

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review, threatened or actual litigation the Plaintiff may pursue, or to assert any right, defense or remedy it may have or seek to pursue.

MISCELLANEOUS

Legal Exposure – This Judgment is not intended to grant or limit any legal rights or remedies of any nature to any third party. This Judgment may not be relied upon by third parties to assert or defend any rights or remedies it might have or pursue, but the effect of this agreement is between the Parties.

Notices – All notices required by this Judgment shall be sent by certified or registered mail, return receipt requested, postage prepaid, fax, or by hand delivery to:

If to the Attorney General:
Rosemarie Donnelly
Consumer Protection and Public Health Division
Office of the Attorney General
808 Travis, Suite 1520
Houston, Texas 77002
Telephone: (713) 225-8919
Fax (713) 223-5821

If to Defendants :

Sydney K. Boone
Corporate General Counsel
Conn's Inc.
3295 College Street
Beaumont, Texas 77701-4611

Retention of Jurisdiction – Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Judgment, for modification of the injunctive provisions hereof, for the enforcement and compliance herewith, and for the pursuit of the appropriate remedies for violations hereof.

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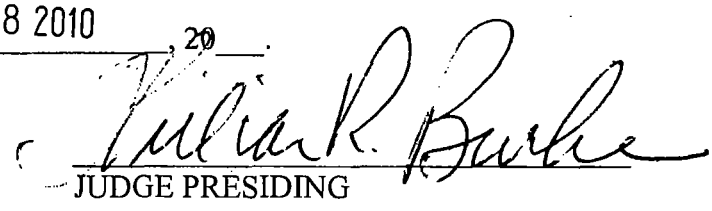
This is a Final Judgment.

All costs of court shall be borne by the party incurring same. All relief not expressly granted herein is denied.

SIGNED on JUN 08 2010, 20__.



JUDGE PRESIDING

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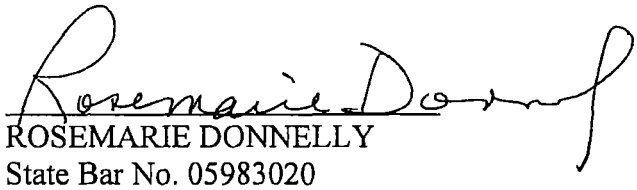
Agreed to:



ROSEMARIE DONNELLY
State Bar No. 05983020
Assistant Attorney General
Office of the Attorney General of Texas
Consumer Protection and Public Health Division
808 Travis, Suite 1500
Houston, Texas 77002
(713) 225-8919 – Telephone
(713) 223-5821 – Facsimile
Attorneys for Plaintiff The State of Texas

_____

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Texas Bar No. 00869200
Lewis, Brisbois, Bisgaard & Smith, LLP
3355 West Alabama Suite 400
Houston, Texas 77098
(713) 659-6767 (tel)
(713) 759-6830 (fax)
Attorneys for Defendants, Conn's Inc and Conn Appliances, Inc.

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Agreed to:

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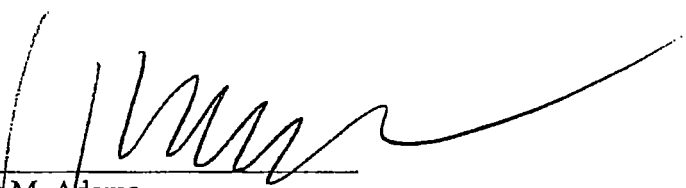
(713) 225-8919 – Telephone
(713) 223-5821 – Facsimile
Attorneys for Plaintiff The State of Texas



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(713) 659-6767 (tel)
(713) 759-6830 (fax)
Attorneys for Defendants, Conn's Inc and Conn Appliances, Inc.

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Spanish Version Available Upon Request
Version en espanol disponible a pedido

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REPAIR SERVICE AGREEMENT

In consideration of the amount paid on the invoice for this Repair Service Agreement ("Agreement"), and except as hereinafter provided, Federal Warranty Service Corporation ("FWSC") will make all necessary repairs and replacement of parts for the appliance or product identified on the invoice referenced above, at the owner's address as identified on the invoice. Pre-existing conditions are included in this Agreement. This Agreement is not a contract of insurance.

FWSC has retained Conn Appliances, Inc. ("Conn's"), as its service administrator, 3295 College Street, Beaumont, TX 77701. For customer assistance please contact Conn's at www.Conns.com, check the local listings in your area for your nearest Conn's Service Center or call 1-877-472-5422 .

THIS REPAIR SERVICE AGREEMENT IS EFFECTIVE DURING THE TERM OF THE MANUFACTURER'S WARRANTY, AND THEREAFTER UNTIL THE END OF THE AGREEMENT TERM; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.

TERMS AND CONDITIONS

(1) Term: The coverage period for this Repair Service Agreement starts on the date of purchase and expires on the date shown on the invoice detailed above.

(2) Service: Service shall be rendered during normal working hours and within the territory normally serviced by FWSC's retained and qualified service administrators. For customer assistance in obtaining service under this Repair Service Agreement, please contact Conn's through its website at www.conns.com, check your local listings for your nearest Conn's Service Center, or call 1-877-472-5422.

(3) Exclusions: **This Agreement excludes (a) damages caused by spillage of liquids, failure to maintain proper operating fluid levels, insect infestations or by other improper or negligent use of the products; (b) damages caused by corrosion or rust; (c) theft or damage caused by flood, fire, hurricane, tornado, or all other acts of God other than damage caused by a power surge; (d) consumable items such as knobs, cabinetry, trim, antennas, software, disks, needles, cartridges, glass, bulbs, belts, blades, tires, oil, filters, spark plugs, batteries, etc.; (e) commercial use of the product; (f) routine cleaning and maintenance of products, as detailed in owners manual, such as air conditioners and lawn and garden products; (g) special, consequential or indirect damages, whether by contract, tort, or negligence; (i) verified food loss damages in excess of $ 150 on refrigerators and $ 250 on freezers; (j) damages/repairs covered by owner's other insurance coverage; or (k) use of the product in a manner which would void the manufacturer's warranty before or after the warranty period.**

(4) Cancellation: Owner has the right at any time to request in writing to FWSC or through its designated service administrator, which is Conn's, the cancellation of this Agreement. You may send your written cancellation request to Conn's at the street address provided above or by email as provided at www.conns.com. If the request to cancel is made within thirty (30) days of the date of this Agreement, and if no claim was made under this Agreement prior to the cancellation request, this Agreement will be void and the full purchase price will be refunded to you at your address on the invoice referenced above. If you cancel this Agreement after thirty (30) days of the date of this Agreement, you will receive a pro-rata refund based on the time expired from the date of this agreement as a percentage of the total term of this Agreement, less a twenty-five dollar ($25) cancellation fee or ten percent (10%) of the purchase price of this Agreement (whichever is less), less the cost of any claims paid under this Agreement. A penalty fee of ten percent (10%) per month of the amount outstanding due you after cancellation for a refund that is not made to you within forty-five (45) days from date of written request will be paid to you by FWSC until you receive the full refund due you by the cancellation. These provisions apply only to the original purchaser of this Agreement. In the event FWSC elects to cancel this Agreement, a written notice will be mailed to you at your last known address at least five (5) days prior to cancellation, which notice shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is a material misrepresentation relating to the covered property or its use, or a substantial breach of duties relating to the covered product or its use. FWSC may cancel this Agreement at any time only for a breach of contract, fraud or a material misrepresentation by you in obtaining this Agreement or presenting a claim for service, or for nonpayment by you, or if required to do so by a regulatory authority, and in the event of such cancellation a refund of 100% of the amount paid will be made to you, subject to the following sentence. Any refunds made by FWSC will be reduced by any amounts paid on your behalf for repairs of the covered product.

(5) Insurance: Our obligations under this Agreement are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida. If you do not receive any amount due you under this Agreement within sixty (60) days after you have submitted your claim to FWSC or its Administrator, you may file a claim directly with the Insurance Company. Please call 1-800-423-3830.

(6) Renewal: This Agreement is subject to review by FWSC or its Administrator before being considered for renewal.

(7) Repair or Replacement: FWSC's limit of liability is the replacement value of the covered product, which shall be the cost of replacing the covered product with a product of equal or similar features and functionality, not to exceed the original purchase price of the covered product. Upon your notice of claim to the Administrator as provided above, under this Agreement for repair to the product covered by this Agreement, if the Administrator determines (i) that the covered product is non-repairable, (ii) repair parts become unavailable, (iii) the total repair cost for the product will exceed the cost to replace the product, (iv) the total time to repair the product from the date of the initial service call exceeds thirty days, or (v) it is unable to repair the product after three service attempts, then:

a. FWSC will provide a replacement product with equal or similar features and functionality, up to the original purchase price of the covered product if a replacement product is available.

b. If you refuse the replacement product, FWSC at its discretion, may issue a Conn's store credit, check, or gift card for the replacement cost of the covered product. In the event that the current market retail price of the replacement product is below the original retail price, the store credit, check or gift card shall be the current market retail price. If the current market price of the replacement product is greater than the original retail price, the store credit, check or gift card shall be equal to the original retail purchase price of the covered product.

c. If a replacement product is unavailable, FWSC will issue a Conn's store credit , check or gift card for the replacement value of the covered product. In the event that the current market retail price of a replacement product is below the original retail price, the store credit, check or gift card shall be the current market retail price of the equivalent replacement product. If the current market price of the equivalent replacement product is greater than the original retail price, the store credit, check or gift card shall be equal to the original retail purchase price of the covered product.

d. If a covered product is replaced under the terms of this Agreement, the replacement product will continue to be covered by this Agreement.

(8) Transfer: This Agreement is transferable upon FWSC or its service administrator which is Conn's receiving a written request from the original owner. The written request may be sent to Conn's at the address listed above or by email as provided at www.conns.com.

This instrument sets forth the entire agreement between the parties and no representation, promise or condition not contained herein shall modify its terms. If services are required that are not included in this Service Agreement, they will by provided at regular repair rates.

(9) Arbitration or Mediation: If you and FWSC through its Administrator, which is Conn's, cannot agree to a satisfactory resolution of any dispute regarding the repair or replacement of the Product covered by this Agreement, after the completion of the process described in Item 7 of this Agreement, and after reasonable efforts on the parts of you and FWSC through its Administrator to resolve any remaining issues, OR if you feel that FWSC or its Administrator is not complying with its obligations under this Agreement, the following actions are available to you under the terms of this Agreement. If you do not understand these provisions and actions we recommend you seek advice of an attorney to assist you in understanding your rights of enforcement of the terms of this Agreement.

EXHIBIT
A

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OTICE OF ARBITRATION AGREEMENT

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

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

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

FOR MORE DETAILS

* Read The Dispute Resolution Section below
* Call the American Arbitration Association at 1-800-778-7879
* To request mediation or arbitration, check out the American Arbitration Association's Web Site at www.adr.org

THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)

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

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

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

If mediation does not resolve the dispute or mediation is not demanded, any and all disputes shall be resolved either by 1) binding arbitration before a single arbitrator or 2) if the dispute is within the scope of its jurisdiction, a small claims court. Arbitrations shall be administered by the AAA in accordance with its Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in effect at the time the claim is filed with the AAA. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879 or visiting the AAA's Web Site at www.adr.org. The fees for the arbitration will be set by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. THE ARBITRATOR IS EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION REMEDIES UNDER ANY APPLICABLE CONSUMER PROTECTION STATUTE. The arbitration shall take place at a mutually convenient location or, should the parties fail to agree, at any time and place designated by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

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

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

Notice for Louisiana residents: The Arbitration Provision is deleted in its entirety.

Notice for Oklahoma residents: Coverage afforded by this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

The Obligor of this Agreement is Assurant Service Protection, Inc., (P.O. Box 105689, Atlanta, GA 30348-5689)

The following language replaces the Cancellation provision of your Plan: In the event the Plan is cancelled by You within the first thirty (30) days of the effective date, and no claims have been paid, You will receive a full refund. If You cancel the Plan after thirty (30) days, return of purchase price shall be based upon ninety percent (90%) of the unearned pro rata purchase price, less the actual cost of any service provided under the Plan. We shall retain ten percent (10%) of the unearned pro rata purchase price or fifty dollars ($50.00), whichever is less. In the event the Plan is cancelled by US, return of purchase price shall be based upon one hundred percent (100%) of unearned pro rata purchase price, less the actual cost of any service provided under the Plan.

Notice for Texas residents: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within 60 days after proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date which the Agreement is returned, you may apply directly to American Bankers Insurance Company of Florida. If You have complaints or questions regarding this Agreement, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, Post Office Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202.

LOSSES COVERED BY THE MANUFACTURER WARRANTY SUBJECT TO THE FOLLOWING: If the Covered Product is repaired or replaced by FWSC due to any defect for which the manufacturer or its agents or suppliers may be legally responsible separate and apart from or notwithstanding the terms of the manufacturer's warranty, You agree to subrogate and assign to FWSC all of your rights of recovery against the manufacturer, up to the amount paid to you by FWSC or the cost of the replacement product provided to you by FWSC. You will be reimbursed for any reasonable costs and expenses which you incur in connection with your subrogation and assignment to FWSC of your rights against the manufacturer, including reasonable attorney's fees and other related costs consistent with your compliance.

If you have any complaints that are not resolved by FWSC or its Administrator, you may contact your local Better Business Bureau or the Office of the Attorney General of your state of residency: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; or www.ag.state.la.us.

[To learn more about how Federal Warranty Service Corporation and Assurant Service Protection, Inc., Assurant Solutions companies, use your information, please visit our website at [[www.assurant.com.]]

Customer signature acknowledging receipt and their understanding of this Agreement is on the Invoice referenced above to which this Agreement is attached

EXHIBIT

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003149-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	UN46B6000		46" 1080P LED	2399.97	2,399.97
				48MO. REPAIR SERVICE AGREEMENT		- EXPIRES 08/14/2013	499.95	499.95
				TEST				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	2,899.92
CS	3,139.17	TEST	CJM	TAX	239.25
				AMOUNT PAID	3,139.17
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPAIR SERVICE AGREEMENT,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(B U Y E R)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CUSTOMER COPY

EXHIBIT
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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003149-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	UN46B6000		46" 1080P LED	2399.97	2,399.97
				48MO. REPAIR SERVICE AGREEMENT - EXPIRES 08/14/2013			499.95	499.95
				TEST				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	2,899.92
CS	3,139.17	TEST	CJM	TAX	239.25
				AMOUNT PAID	3,139.17
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPAIR SERVICE AGREEMENT,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(B U Y E R)

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STORE COPY

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INVOICE

Conn's SINCE 1890

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003149-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	UN46B6000		46" 1080P LED	2399.97	2,399.97
				48MO. REPAIR SERVICE AGREEMENT		- EXPIRES 08/14/2013	499.95	499.95
				TEST				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	2,899.92
CS	3,139.17	TEST	CJM	TAX	239.25
				AMOUNT PAID	3,139.17
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPAIR SERVICE AGREEMENT,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(B U Y E R)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CORPORATE COPY

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[Número de factura impreso en punto de venta]
[Nombre del cliente impreso en punto de venta]
[Fecha de venta impresa en punto de venta]

Versión en español disponible de solicitarse

ACUERDO DE SERVICIO DE REPARACIÓN

En contraprestación del monto abonado en la factura de este Acuerdo de Servicio de Reparación (el "Acuerdo"), y excepto como se indica en lo sucesivo, **Federal Warranty Service Corporation ("FWSC")** hará todas las reparaciones y reemplazos necesarios de las piezas del electrodoméstico o producto identificado en la factura antes mencionada, en la dirección del propietario que aparece en la factura. Este Acuerdo incluye las condiciones preexistentes. **Este Acuerdo no constituye un contrato de seguro.**
FWSC ha contratado a Conn Appliances, Inc. ("Conn's"), como su administrador de servicio, 3295 College Street, Beaumont, TX 77701. Para asistencia al cliente sírvase contactar con Conn's en www.Conns.com, consulte los listados locales de su área para localizar el Centro de Servicio Conn's más cercano o llame al 1-877-472-5422.

ESTE ACUERDO DE SERVICIO DE REPARACIÓN ESTÁ VIGENTE DURANTE EL PERÍODO DE GARANTÍA DEL FABRICANTE Y EN LO ADELANTE HASTA EL FINAL DEL TÉRMINO DEL ACUERDO; NO REEMPLAZA LA GARANTÍA DEL FABRICANTE PERO PROPORCIONA CIERTOS BENEFICIOS ADICIONALES DURANTE EL PERÍODO DE GARANTÍA DEL FABRICANTE.

TÉRMINOS Y CONDICIONES

(1) Término. El período de cobertura para este Acuerdo de Servicio de Reparación comienza en la fecha de compra y vence en la fecha indicada en la factura mencionada anteriormente.

(2) Servicio: Se prestará servicio durante el horario de trabajo regular y dentro del territorio normal de servicio de los administradores de servicio calificados y contratados por FWSC. **Para obtener asistencia al cliente con respecto a la obtención de servicios según los términos de este Acuerdo de Servicio de Reparación, sírvase contactar con Conn mediante su página de Internet www.conns.com, vea los listados locales de su área para localizar el Centro de Servicio Conn's más cercano o llame al 1-877-472-5422.**

(3) Exclusiones: **Este Acuerdo excluye (a) cualquier daño causado por derramamiento de líquidos, por no mantener los niveles adecuados de fluidos para el funcionamiento del producto, por plagas de insectos o por cualquier otro uso inapropiado o negligente de los productos; (b) cualquier daño ocasionado por óxido o corrosión; (c) por robo o por cualquier daño causado por inundaciones, incendios, huracanes, tornados u otras catástrofes naturales excepto los daños causados por una sobretensión de corriente; (d) artículos perecederos tales como agarraderas, ebanistería, ribetes, antenas, software, discos, agujas, cartuchos, vidrio, bombillas, correas, cuchillas, neumáticos, aceite, filtros, bujías, baterías, etc.; (e) el uso comercial del producto; (f) limpiezas y mantenimiento de rutina de los productos, como se indica en el manual del propietario, como acondicionadores de aire y productos para el césped y el jardín; (g) daños especiales, resultantes o indirectos, ya sea por contrato, responsabilidad extracontractual o negligencia; (i) daños por pérdida de alimentos verificada mayores de $150 en el caso de refrigeradores y de $250 en el caso de congeladores; (j) daños/reparaciones incluidas en otras coberturas de seguro que el dueño pueda tener; o (k) el uso del producto de manera tal que invalide la garantía del fabricante antes o después del período de garantía.**

(4) Cancelación: El propietario tiene derecho a solicitar por escrito a FWSC o a su administrador de servicio designado, que es Conn's, la cancelación de este Acuerdo en cualquier momento. Ud. puede enviar su solicitud de cancelación por escrito a Conn's a la dirección postal indicada anteriormente o por el correo electrónico indicado en www.conns.com. Si la solicitud de cancelación se hace dentro de treinta (30) días de la fecha de este Acuerdo, y si no se presenta una reclamación según los términos de este Acuerdo antes de la solicitud de cancelación, este Acuerdo quedará nulo y el valor total del precio de compra se le reembolsará a Ud. y se enviará a la dirección indicada en la factura mencionada anteriormente. Si Ud. cancela este Acuerdo luego de que transcurran treinta (30) días de la fecha de este Acuerdo, Ud. recibirá un reembolso prorrateado basado en el tiempo que ha transcurrido desde la fecha de este acuerdo como un porcentaje del plazo total de este Acuerdo, menos un recargo de

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cancelación de veinticinco ($25) dólares o diez por ciento (10%) del precio de compra de este Acuerdo (cualquiera que sea menor), menos el costo de cualquier reclamación abonada según los términos de este Acuerdo. Ud. recibirá de parte de FWSC un pago equivalente a un recargo del diez por ciento (10%) mensual del monto pendiente que se le debe a usted después de la cancelación por un reembolso que no se envíe antes de que transcurran cuarenta y cinco (45) días de la fecha de su solicitud por escrito hasta que Ud. reciba la totalidad del reembolso que se le debe por la cancelación. Estas disposiciones se aplican solamente al comprador original de este Acuerdo. En caso que FWSC decida cancelar este Acuerdo, se le enviará a Ud. por correo a la última dirección conocida un aviso por escrito al menos cinco (5) días antes de la cancelación, y dicho aviso deberá indicar la fecha de vigencia de la cancelación y el motivo de la misma. Sin embargo, no es necesario enviar un aviso previo si el motivo de la cancelación es una declaración falsa importante relacionada con el producto incluido en la cobertura o con su uso, un incumplimiento sustancial de los deberes relacionados con el producto incluido en la cobertura o con su uso, FWSC puede cancelar este Acuerdo en cualquier momento únicamente por incumplimiento de contrato, fraude o declaración falsa importante de parte de suya al obtener este Acuerdo o al presentar una reclamación de servicio, o por falta de pago por su parte o si se lo exigen las autoridades de regulación, y en caso de tal cancelación, Ud. recibirá un reembolso equivalente al 100% del monto pagado, sujeto a la siguiente oración. Cualquier reembolso por parte de FWSC será reducido por cualquier monto pagado a nombre de Ud. en concepto de reparación del producto incluido en la cobertura.

(5) **Seguro:** Nuestras obligaciones según este Acuerdo están garantizadas por una póliza de seguro emitida por American Bankers Insurance Company of Florida. Si usted no recibe aviso sobre el monto que se le adeuda según este Acuerdo dentro de sesenta (60) días tras presentar su reclamación a FWSC o a su Administrador, podrá presentar una reclamación directamente a la Compañía de Seguros. Sírvase llamar al 1-800-423-3830.

(6) **Renovación:** Este Acuerdo está sujeto a revisión por parte de FWSC o su Administrador antes de ser considerarse su renovación.

(7) **Reparación o reemplazo:** La responsabilidad de **FWSC** se limita a reemplazar el valor del producto incluido en la cobertura, lo cual es equivalente al costo de reemplazar el producto con uno igual o similar en características y funcionalidad, que no exceda el precio original de compra del producto incluido en la cobertura. Una vez que el Administrador reciba su aviso de reclamación como se indica anteriormente, para reparar el producto incluido en la cobertura según los términos de este Acuerdo, si el Administrador determina (i) que el producto incluido en la cobertura no se puede reparar, (ii) que las piezas necesarias para la reparación no están disponibles, (iii) que el costo total de la reparación del producto es superior al costo de reemplazo del producto, (iv) que el tiempo total de reparación a partir de la fecha inicial de servicio es más de treinta días, o (v) que es incapaz de reparar el producto luego de tres intentos de servicio, entonces:

a. **FWSC** proporcionará un producto de reemplazo de iguales o similares características y funcionalidad, por un valor equivalente al precio original de compra del producto incluido en la cobertura si el producto de reemplazo está disponible.

b. Si usted se niega a recibir el producto de reemplazo, **FWSC**, a discreción, emitirá un crédito interno, cheque o tarjeta de regalo por el costo de reemplazo del producto incluido en la cobertura. En caso de que el precio actual de venta en el mercado del producto de reemplazo sea menor que el del producto original, el crédito interno, cheque o tarjeta de regalo se emitirá por el valor actual de venta en el mercado del producto. Si el valor actual de venta en el mercado del producto es superior al precio del producto original, el valor del crédito interno, cheque o tarjeta de regalo será equivalente al precio original de venta en el mercado del producto incluido en la cobertura.

c. Si el producto de reemplazo no está disponible, **FWSC** emitirá un crédito interno, cheque o tarjeta de regalo por el valor de reemplazo del producto incluido en la cobertura. En caso de que el valor actual de venta en el mercado del producto equivalente de reemplazo esté por debajo del precio original de venta, el crédito interno, cheque o tarjeta de regalo se emitirá por el valor actual de venta en el mercado del producto equivalente de reemplazo. Si el valor actual de venta en el

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mercado del producto equivalente de reemplazo es superior al precio del producto original, el valor del crédito interno, cheque o tarjeta de regalo será equivalente al precio original de venta en el mercado del producto incluido en la cobertura.

d. Si un producto incluido en la cobertura se reemplaza según los términos de este Acuerdo, el producto de reemplazo continuará bajo la cobertura de este Acuerdo.

(8) **Transferencia:** este Acuerdo es transferible a **FWSC** o su administrador de servicio, que es Conn's, luego de recibir una solicitud por escrito de parte del propietario original. La solicitud por escrito puede enviarse a Conn's a la dirección indicada anteriormente o por correo electrónico como se indica en www.conns.com.

Este documento contiene la totalidad del acuerdo entre las partes y ninguna declaración, promesa o condición que no esté incluida en el mismo podrá modificar sus términos. Si surge necesidad de algún servicio que no esté incluido en este Acuerdo de Servicio, dicho servicio será provisto según las tarifas regulares de reparación.

(9) **Arbitraje o mediación:** Si Ud. y FWSC mediante su Administrador, que es Conn's, no encuentran una solución satisfactoria a cualquier disputa relacionada con la reparación o el reemplazo del Producto incluido en la cobertura de este Acuerdo, una vez que culmine el proceso descrito en el Punto 7 de este Acuerdo y luego de que Ud. y FWCS mediante su Administrador hagan todos los esfuerzos razonables para resolver cualquier asunto pendiente, O si usted cree que FWSC o su Administrador no cumplen con sus obligaciones según los términos de este Acuerdo, las siguientes acciones están a disposición de Ud. según los términos de este Acuerdo. Si Ud. no entiende estas disposiciones y acciones, le recomendamos que consulte con un abogado para que le ayude a entender sus derechos en cuanto al cumplimiento de los términos de este Acuerdo.

AVISO DE ACUERDO DE ARBITRAJE

Este acuerdo dispone que todas las disputas entre Ud. y nosotros se resuelvan mediante mediación o un ARBITRAJE VINCULANTE.

De esta forma, Ud. RENUNCIA A SU DERECHO A PRESENTARSE ANTE LOS TRIBUNALES para aseverar o defender sus derechos según los términos de este contrato (EXCEPTO en caso de asuntos que puedan presentarse ante un TRIBUNAL DE RECLAMOS DE MENOR CUANTÍA).

* Sus derechos serán determinados por un ÁRBITRO NEUTRO y NO por un juez o un jurado.

* Ud. tiene derecho a una AUDIENCIA JUSTA, PERO el proceso de arbitraje es MÁS SIMPLE Y MÁS LIMITADO QUE LAS NORMAS APLICABLES EN EL TRIBUNAL.

* Las decisiones del Árbitro tienen la misma validez que cualquier orden del tribunal y están sujetas a UNA REVISIÓN MUY LIMITADA DEL TRIBUNAL.

* Ud. puede contratar un abogado para una mediación o arbitraje, pero no es obligatorio.

PARA OBTENER MÁS DETALLES,

* Lea la sección 10 más adelante

* Llame a la Asociación de Árbitros Estadounidenses al 1-800-778-7879

* Para solicitar una mediación o arbitraje, visite la página de Internet de la Asociación de Árbitros Estadounidenses en www.adr.org

10) EL PROGRAMA DE RESOLUCIÓN DE DISPUTAS (MEDIACIÓN Y ARBITRAJE)

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Como se utilizan en esta Disposición, los términos "Ud." y "Su/Suyo/a" se refieren a la persona o personas nombradas en este Acuerdo, a todos sus herederos, sobrevivientes, cesionarios y representantes. Y "Nosotros", "Nos" y "Nuestro" se refieren al Obligado identificado anteriormente y se considerará que incluye a todos sus agentes, afiliados, sucesores y cesionarios y a cualquier minorista o distribuidor de sus productos (incluyendo y sin limitar a Conn's), y a todos los concesionarios, licenciatarios y empleados de cualquiera de las entidades antes mencionadas.

Todas y cada una de las disputas que surjan a consecuencia de, o que se relacionen con este Acuerdo de Servicio o cualquier acuerdo previo entre las partes, incluyendo sin limitaciones el incumplimiento de tal(es) acuerdo(s), se resolverá exclusivamente de acuerdo con el Programa de Resolución de Disputas, cuyo último paso es un arbitraje vinculante ante un único árbitro.

Las partes primero intentarán resolver informalmente cualquier disputa mediante una negociación. En caso de que tal esfuerzo no tenga éxito, cualquiera de las partes puede solicitar una mediación al entregar un aviso por escrito a la otra. La mediación estará a cargo de la Asociación de Árbitros Estadounidenses ("AAE") según sus Procedimientos de Mediación Comercial, disponibles en el número de teléfono y en la página de Internet de la AAE anteriormente indicadas. La mediación se celebrará en un lugar y a una hora que sea de conveniencia mutua para las partes, o si las partes no se ponen de acuerdo, en el lugar y hora indicados por el árbitro de acuerdo con los Procedimientos de Mediación Comercial.

Si la disputa no se resuelve a través de una mediación o si no se solicita una mediación, cualquier y toda disputa será resuelta ya sea mediante 1) un arbitraje vinculante ante un árbitro único o 2) si la disputa se encuentra dentro del alcance de la jurisdicción, un Tribunal de Reclamos de Menor Cuantía. Los arbitrajes estarán a cargo de la AAE de acuerdo con sus Procedimientos Agilizados de las Normas de Arbitraje Comercial y los Procedimientos Suplementarios para Disputas de Consumidores vigentes en el momento en que se presente la reclamación ante la AAE. Los términos de esta Disposición controlarán cualquier incongruencia entre las Normas de la AAE y esta Disposición. Ud. puede obtener una copia de las Normas de la AAE al llamar al (800) 778-7879 o en la página de Internet de la AAE: www.adr.org. Los honorarios del arbitraje serán decididos por el árbitro de acuerdo con los Procedimientos Suplementarios para Disputas de Consumidores. El árbitro aplicará las leyes sustantivas relevantes y los plazos prescriptivos aplicables y proporcionará por escrito la determinación de los hechos y conclusiones de derecho sobre la base del razonamiento. EL ÁRBITRO TIENE POTESTAD PARA CONCEDER CUALQUIER REMEDIO A DISPOSICIÓN DEL TRIBUNAL SEGÚN LA LEY O DE EQUIDAD, INCLUYENDO SIN LIMITACIONES CUALQUIER REMEDIO SEGÚN LOS ESTATUTOS APLICABLES DE PROTECCIÓN AL CONSUMIDOR. El arbitraje tendrá lugar en un lugar acordado mutuamente entre las partes o, si las partes no llegan a un acuerdo, en el lugar y hora determinados por el árbitro de acuerdo con los Procedimientos Suplementarios para Disputas de Consumidores. Esta Disposición es parte de una transacción que involucra comercio interestatal y se regirá por la Ley Federal de Arbitrajes, 9 U.S.C. § 1 *et seq.* **Si cualquier parte de esta Disposición de Arbitraje se considera inválida o incumplible, las porciones restantes de esta Disposición de Arbitraje mantendrán su validez.** Esta Disposición de Arbitraje será para el beneficio de, y vinculante para, Ud. y Nosotros y su Disposición continuará plenamente vigente después e independientemente del vencimiento o terminación de este Acuerdo.

Ud. acepta que cualquier proceso de arbitraje solamente tendrá en cuenta las Reclamaciones Suyas. Las reclamaciones hechas por o en nombre de otros individuos no serán incluidas en ningún procedimiento donde se consideren las Reclamaciones Suyas.

Ud. y Nosotros entendemos y acordamos que debido a esta DISPOSICIÓN de arbitraje ni usted ni nosotros tendremos derecho a presentarnos ante un tribunal excepto como se dispone anteriormente o a tener derecho a juicio con jurado o a participar en una demanda colectiva como miembro del grupo de reclamantes con relación a ninguna reclamación.

Aviso para los residentes de **Louisiana**: Se elimina la Disposición de Arbitraje en su totalidad.

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Aviso para los residentes de Oklahoma:

La cobertura provista por este Plan no está garantizada por la Oklahoma Insurance Guaranty Association.

El Obligado de este Acuerdo es Assurant Service Protection, Inc., [P. O. Box 105689, Atlanta, GA 30348-5689.]

El siguiente párrafo reemplaza la disposición de Cancelación de su Plan: En caso de que Ud. Cancele el Plan dentro de los primeros treinta (30) días a partir de la fecha de entrada en vigencia y no se haya pagado ninguna reclamación, Ud. recibirá un reembolso completo. Si Ud. cancela el Plan luego de que transcurran treinta (30) días, el precio de la devolución se calculará sobre la base de un noventa por ciento (90%) del precio prorrateado de compra, menos el costo real de cualquier servicio brindado según los términos del Plan. Nosotros retendremos diez por ciento (10%) del precio de compra prorrateado o cincuenta dólares ($50.00), cualquiera que sea menor. En caso de que Ud. cancele el Plan, el precio de devolución se calculará sobre la base del cien por ciento (100%) del precio de compra prorrateado, menos el costo real de cualquier servicio brindado según los términos del Plan.

Aviso para los residentes de Texas: Las obligaciones según este Acuerdo están aseguradas por una póliza de seguros emitida por American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. En caso de que un servicio incluido en la cobertura no se pague antes de que transcurran 60 de haber presentado evidencia de la pérdida, o si el reembolso o crédito no se paga antes del 46º día después de la fecha en la que se devuelva el Acuerdo, Ud. puede hacer la solicitud directamente a American Bankers Insurance Company of Florida. Si tiene alguna queja o pregunta relacionada con este Acuerdo, puede contactar con el Departamento de Licencias y Regulaciones de Texas en la siguiente dirección y número telefónico: Texas Department of Licensing and Regulation, Post Office Box 12157, Austin, Texas 78711; 512-463-6599 o 800-803-9202.

PÉRDIDAS INCLUIDAS EN LA GARANTÍA DEL FABRICANTE SUJETAS A LO SIGUIENTE: *Si el Producto incluido en la cobertura es reparado o reemplazado por FWSC debido a cualquier defecto por el que el fabricante o sus agentes y proveedores son legalmente responsable aparte e independientemente de los términos de la garantía del fabricante, Ud. acepta subrogar y asignar a FWSC todos sus derechos de indemnización contra el fabricante, hasta el monto que FWSC le pague o el costo del producto de reemplazo que FWSC le proporcione. Se le reembolsarán a Ud. todos los costos y gastos razonables en los cuales incurra con relación a la subrogación y asignación a FWSC de sus derechos contra el fabricante, incluyendo honorarios profesionales razonables y cualquier otro costo relacionado con su cumplimiento.*

Si tiene alguna queja que FWSC o su Administrador no puedan resolver, Ud. puede contactar con la Agencia de Protección al Consumidor en su localidad [Better Business Bureau] o con el despacho del Fiscal General del estado donde Ud. reside: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; o www.ag.state.la.us.

[Para conocer mejor cómo Federal Warranty Service Corporation y Assurant Service Protection, Inc., Assurant Solutions companies, utilizan la información sobre Ud., sírvase visitar nuestra página de Internet en [[www.assurant.com.]]

Mediante su firma en la factura antes mencionada, a la cual se adjunta el presente Acuerdo, el cliente acusa recibo de este Acuerdo y expresa su entendimiento del mismo.

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Spanish Version Available Upon Request
Version en espanol disponible a pedido

Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
ED101J015790872
By: Wanda Chambers

REPLACEMENT PRODUCT PLAN AGREEMENT

In consideration of the amount paid on the invoice for this Replacement Product Plan Agreement ("Agreement"), and except as hereinafter provided, should Your covered product require replacement, Federal Warranty Service Corporation will make the necessary replacement of the product identified on the invoice referenced above, of which this Agreement is an integral part, as provided below in Paragraph 3. Pre-existing conditions are included in this Agreement. This Agreement is not a contract of insurance.

"We", "Us" and "Our" mean the company obligated under this Agreement, Federal Warranty Service Corporation ("FWSC") [P.O. Box 105689, Atlanta, GA 30348-5689]. "You" and "Your" indicates the purchaser of this Agreement. " Retailer" means the store You purchased the products covered under this Agreement from. "Covered Product" means the consumer item(s) which You purchased concurrently with and is covered by this Agreement. "Administrator" means Conn Appliances, Inc. ("Conn's"), 3295 College Street, Beaumont, Texas 77701.

"Replacement" means the exchange of a defective covered product with a new product of equal or similar features and functionality up to the purchase price of the original covered product. We reserve the right to select the manufacturer and model of the replacement product. This Agreement is not a contract of insurance.

THIS REPLACEMENT PLAN AGREEMENT IS EFFECTIVE DURING THE TERM OF THE MANUFACTURER'S WARRANTY, AND THEREAFTER UNTIL THE END OF THE AGREEMENT TERM; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.

REPLACEMENT PRODUCT PLAN TERMS AND CONDITIONS

1) Term: For the Replacement Product Plan, the term of this Agreement begins on the date of purchase and continues for a period of two (2) years or until a claim is paid, whichever occurs first. The amount paid for this Agreement is stated on your invoice.

2) Coverage: We will replace the Covered Product, as specified in Section 5, when required due to a mechanical or electrical breakdown during normal usage, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused as a direct result of a power surge is also covered.

3) Replacement: If Your covered product requires replacement, return it to Conn's nearest retail store for determination that Your covered product is defective and requires replacement. If there is a dispute as to whether your covered product is defective and requires replacement, then You and FWSC will determine Your rights under this Agreement as described in Paragraph 12 or 13 below. If it is determined that Your covered product requires replacement, then the provisions of Paragraph 5 shall be followed.

4) Shipping: If you do not wish to return the covered product to a Conn's store, contact Conn's at 1-877-472-5422, Monday - Friday 10:00am to 9:00pm, Saturday 9:00am to 9:00pm, Sunday 11:00am to 7:00pm. You will be instructed on where to ship Your Covered Product for determination that Your covered product is defective and requires replacement. If appropriate, the Administrator will issue a return authorization number (RA#). You are then responsible for shipping and handling charges to the Administrator at the national return center. You must write the RA# on the outside of the package. Covered Products shipped without the RA# will be refused. Covered Products found to be non-defective will be returned to You. You are responsible for all costs involved when Covered Products are found to be non-defective.

5) Limit of Liability: The limit of liability under the replacement plan is the purchase price of the original covered product. If a replacement product is not available at a price equal to or less than the original purchase price of the covered product, or if you refuse the replacement product, FWSC, at its discretion, may issue a Conn's store credit or a Conns's gift card for the original purchase price of the covered product, or, if you request, FWSC will refund the original purchase price of the covered product to you. If your product is replaced, or a Conn's store credit, or a Conn's gift card is provided to you, or if you are refunded the original purchase price of the covered product, this Agreement is deemed fully performed and FWSC will have no further liability or obligations under this Agreement. This means that the replacement product will not be covered under this Agreement. You may be able to purchase a new Agreement to cover the replacement product. However, if the covered product fails within 72 hours of the original purchase date or otherwise within the manufacturer's warranty period, and a replacement product is provided, then this Agreement remains in effect and you will not be required to purchase a new agreement on the replacement product.

6) Rights to Replaced Product: All defective products will become Our property, should We elect to exercise Our rights to the property.

7) **Exclusions: This Agreement excludes, (a) periodic checkups and/or preventative maintenance as directed by the manufacturer except as provided herein; (b) any deficiencies noted on the sales receipt; (c) parts or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by You during the life of the covered product, including but not limited to batteries, light bulbs, etc; (d) damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the Covered Products; (e) unauthorized modifications or alterations to a Covered Product; (f) failure to follow the manufacturer's instructions; (g) external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, earthquake, sand, dirt, hail, windstorm, flood, water, acts of god; (h) consequential loss of any nature; (i) loss or damage caused by war, invasion or act of foreign enemy, hostilities, rebellion, riot, civil war, strike labor disturbance, lockout, or civil commotion; (j) incidental, consequential or secondary damages or delay in rendering service under the Agreement, or loss of use during the period that the Covered Product is at an authorized service center or otherwise awaiting parts; (k) any product used in a commercial setting or rental basis; (l) failures that occur outside the 50 states of the United States of America; (m) nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets, scratches, peeling and dents; (n) unauthorized repairs and/or parts; (o) cost of installations, set-up, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (p) accessories used in conjunction with a Covered Product; (q) any loss other than a covered breakdown of the Covered Product; (r) service where no problem can be found; (s) breakdown which are not reported within the term of the Agreement; (t) failure as a result from rust or corrosion on any covered product or part; (u) damage to clothing; (w) water and gas lines beyond the Covered Product; (x) damage incurred while moving the Covered Product to another location; (y) reimbursement of food loss due to natural spoilage or caused by misuse of the Covered Product; (aa) any storage media damaged by a malfunctioning part; (bb) improper installation of components or peripherals; (cc) repair or replacement of upgraded internal computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; (dd) broken or cracked LCD screens in notebooks or portable computers and burned in phosphor in CRT or any other type of display; (ee) application programs, operating software or other software, loss of data or restorations of programs that You were responsible for back up prior to commencement of repair; (ff) corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (gg) color fading of picture for any television; (hh) plasma televisions in use at or above 6000 ft. above sea level; (ii) burned-in phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's specifications.**

8) Cancellation: You have the right to cancel at any time by contacting Conn's at a retail store or by writing to Conn's at 3295 College Street, Beaumont, TX 77701 or by Email as provided at www.conns.com. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You can return to the Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, please contact the Administrator. You will receive a pro-rata refund based on the time expired less a twenty-five dollar ($25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud or material misrepresentation by You in obtaining this Agreement or in presenting a claim for product replacement, or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

9) Transfer: This Agreement is transferable with the covered product by the original purchaser for the balance of the original replacement plan agreement protection period. The Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

10) This Agreement is not renewable.

11) The Administrator (Conn's) provides customer assistance at www.conns.com, check the local telephone listings in your area for your nearest Conn's store, visit any Conn's store location or by calling 1-877-472-5422.

12) If you and FWSC through its Administrator cannot agree to a satisfactory resolution of any dispute regarding the repair of the Product covered by this Agreement, after the completion of the process described in Item 5 of this Agreement, and after reasonable efforts on the parts of you and FWSC through its Administrator to resolve any remaining issues, OR if you feel that FWSC or its Administrator is not complying with its obligations under this Agreement, the following actions are available to you under the terms of this Agreement.

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If you do not understand these provisions and actions we recommend you seek advice of an attorney to assist you in understanding your rights of enforcement of the terms of this Agreement.

NOTICE OF ARBITRATION AGREEMENT

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

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

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

FOR MORE DETAILS

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

THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)

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

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

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

If mediation does not resolve the dispute or mediation is not demanded, any and all disputes shall be resolved either by 1) binding arbitration before a single arbitrator or 2) if the dispute is within the scope of its jurisdiction, a small claims court. Arbitrations shall be administered by the AAA in accordance with its Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in effect at the time the claim is filed with the AAA. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879 or visiting the AAA's Web Site at www.adr.org. The fees for the arbitration will be set by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. THE ARBITRATOR IS EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION REMEDIES UNDER ANY APPLICABLE CONSUMER PROTECTION STATUTE. The arbitration shall take place at a mutually convenient location or, should the parties fail to agree, at any time and place designated by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.**

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

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

Notice for Louisiana residents: The Arbitration Provision is deleted in its entirety.

Notice for Oklahoma residents: Coverage afforded by this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

"We", "Us", and "Our" mean Assurant Service Protection, Inc., (P.O. Box 105689, Atlanta, GA 30348-5689)

The following language replaces the Cancellation provision of your Plan: In the event the Plan is cancelled by You within the first thirty (30) days of the effective date, and no claims have been paid, You will receive a full refund. If You cancel the Plan after thirty (30) days, return of purchase price shall be based upon ninety percent (90%) of the unearned pro rata purchase price, less the actual cost of any service provided under the Plan. We shall retain ten percent (10%) of the unearned pro rata purchase price or fifty dollars ($50.00), whichever is less. In the event the Plan is cancelled by US, return of purchase price shall be based upon one hundred percent (100%) of unearned pro rata purchase price, less the actual cost of any service provided under the Plan.

Notice for Texas residents: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid within 60 days after proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date which the Agreement is returned, you may apply directly to American Bankers Insurance Company of Florida. If You have complaints or questions regarding this Agreement, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, Post Office Box 12157, Austin, Texas 78711; 512-463-6599 or 800-803-9202.

LOSSES COVERED BY THE MANUFACTURER WARRANTY SUBJECT TO THE FOLLOWING: If the Covered Product is replaced by FWSC due to any defect for which the manufacturer or its agents or suppliers may be legally responsible separate and apart from or notwithstanding the terms of the manufacturer's warranty, You agree to subrogate and assign to FWSC all of your rights of recovery against the manufacturer, up to the amount paid to you by FWSC or the cost of the replacement product provided to you by FWSC. You will be reimbursed for any reasonable costs and expenses which you incur in connection with your subrogation and assignment to FWSC of your rights against the manufacturer, including reasonable attorney's fees and other related costs consistent with your compliance.

If you have any complaints that are not resolved by FWSC or its Administrator, you may contact your local Better Business Bureau or the Office of the Attorney General of your state of residency: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; or www.ag.state.la.us.

[To learn more about how Federal Warranty Service Corporation and Assurant Service Protection, Inc., Assurant Solutions companies, use your information, please visit our website at [[www.assurant.com.]]

Customer signature acknowledging receipt and their understanding of this Agreement is on the Invoice referenced above to which this Agreement is attached

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003150-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	SL30BLACK		DIGITAL CAMERA (BLACK)	99.99	99.99
				24MO. REPLACEMENT PRODUCT PLAN		- EXPIRES 08/14/2011	13.99	13.99
				TEST CJM				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	113.98
CS	123.38	TEST	CJM	TAX	9.40
				AMOUNT PAID	123.38
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPLACEMENT PRODUCT PLAN,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(BUYER)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CUSTOMER COPY

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003150-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	SL30BLACK		DIGITAL CAMERA (BLACK)	99.99	99.99
				24MO. REPLACEMENT PRODUCT PLAN		- EXPIRES 08/14/2011	13.99	13.99
				TEST CJM				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	113.98
CS	123.38	TEST	CJM	TAX	9.40
				AMOUNT PAID	123.38
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPLACEMENT PRODUCT PLAN,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(B U Y E R)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

STORE COPY

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003150-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	SL30BLACK		DIGITAL CAMERA (BLACK)	99.99	99.99
				24MO. REPLACEMENT PRODUCT PLAN		- EXPIRES 08/14/2011	13.99	13.99
				TEST CJM				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C.	AMOUNT	NUMBER		SUB TOTAL	113.98
CS	123.38	TEST	CJM	TAX	9.40
				AMOUNT PAID	123.38
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (REPLACEMENT PRODUCT PLAN,) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(BUYER)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CORPORATE COPY

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[Número de factura impreso en punto de venta]
[Nombre del cliente impreso en punto de venta]
[Fecha de venta impresa en punto de venta]

Versión en español disponible de solicitarse

ACUERDO DEL PLAN DE REEMPLAZO DEL PRODUCTO

En contraprestación del monto abonado en la factura por este Acuerdo del Plan de Reemplazo del Producto (el "Acuerdo"), y excepto como se indica en lo adelante, en caso de que sea necesario reemplazar su producto, **Federal Warranty Service Corporation** hará todos los reemplazos necesarios relacionados con el producto identificado en la factura antes mencionada, de la que este Acuerdo forma parte integral, como se indica más adelante en el Párrafo 3. Todas las condiciones preexistentes están incluidas en este Acuerdo. **Este Acuerdo no constituye un contrato de seguro.**

"Nosotros", "Nos", "Nuestro(s)(as)" se refiere a la compañía responsable según los términos de este Acuerdo, Federal Warranty Service Corporation ("FWSC") [P.O. Box 105689, Atlanta, GA 30348-5689]. "Ud." y "Su/Suyo(a)" se refiere al comprador del este Acuerdo. "Minorista" se refiere a la tienda donde Ud. adquirió los productos incluidos en la cobertura de este Acuerdo. "Producto incluido en la cobertura" se refiere al (los) artículo(s) que Ud. adquirió al mismo tiempo que este Acuerdo y que están incluidos en la cobertura del mismo. "Administrador" se refiere a Conn Appliance, Inc. ("Conn's"), 3295 College Street, Beaumont, Texas 77701.

"Reemplazo" se refiere al intercambio de un producto defectuoso por un producto nuevo de características y funcionalidad similares o equivalentes, hasta el precio de compra del producto original incluido en la cobertura. Nos reservamos el derecho de elegir el modelo y fabricante del producto de reemplazo. **Este Acuerdo no constituye un contrato de seguro.**

ESTE ACUERDO DEL PLAN DE REEMPLAZO ESTÁ VIGENTE DURANTE EL PERÍODO DE GARANTÍA DEL FABRICANTE Y EN LO ADELANTE HASTA EL FINAL DEL TÉRMINO DEL ACUERDO; NO REEMPLAZA LA GARANTÍA DEL FABRICANTE PERO PROPORCIONA CIERTOS BENEFICIOS ADICIONALES DURANTE EL PERÍODO DE GARANTÍA DEL FABRICANTE.

TÉRMINOS Y CONDICIONES DEL PLAN DE REEMPLAZO DEL PRODUCTO

1) **Término:** Para el Plan de Reemplazo del Producto, el término de este Acuerdo comienza en la fecha de compra y continúa durante un período de dos (2) años o hasta que se pague una reclamación, cualquiera que ocurra primero. El monto del pago de este Acuerdo se indica en su factura.

2) **Cobertura:** Nosotros reemplazaremos el Producto incluido en la Cobertura, como se especifica en la Sección 5, cuando sea necesario, debido a una rotura mecánica o eléctrica durante su uso normal, incluyendo aquéllas que sucedan durante el uso y desgaste normal del producto. También se incluyen las roturas mecánicas o eléctricas ocasionadas directamente por una sobretensión de corriente.

3) **Reemplazo:** Si Su producto incluido en la cobertura necesita reemplazo, sírvase devolverlo a la tienda de Conn's más cercana para determinar que Su producto incluido en la cobertura está defectuoso y es necesario reemplazarlo. Si surge una disputa en cuanto a si Su producto incluido en la cobertura está defectuoso y es necesario reemplazarlo, entonces Ud. y FWSC determinarán Sus derechos según los términos de este Acuerdo como se describe en el Párrafo 12 ó 13 más adelante. Si se determina que Su producto incluido en la cobertura debe ser reemplazado, entonces se seguirán las disposiciones del Párrafo 5.

4) **Envío:** Si Ud. no desea devolver el producto incluido en la cobertura a una tienda Conn's, contacte con Conn's en el número 1-877-472-5422, de lunes a viernes de 10:00 am a 9:00 pm, los sábados de 9:00 am a 9:00 pm, y los domingos de 11:00 am a 7:00 pm. Ud. recibirá instrucciones sobre dónde enviar Su producto incluido en la cobertura para determinar que el mismo está defectuoso y es necesario reemplazarlo. Si es apropiado, el Administrador emitirá un Número de Devolución Autorizada (DA#). Ud. es responsable de los cargos de manejo y envío al Administrador en el centro nacional de devoluciones. Ud. deberá escribir el DA# por fuera del embalaje. Los productos incluidos en la cobertura que sean enviados sin DA# no serán

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recibidos. Los productos incluidos en la cobertura a los que no se les encuentre defecto alguno serán devueltos a Ud. Ud. es responsable de todos los costos relacionados cuando se determine que un Producto incluido en la cobertura no está defectuoso.

5) **Límite de responsabilidad:** El límite de responsabilidad según los términos del plan de reemplazo es el precio de compra del producto original incluido en la cobertura. Si no se encuentra disponible un producto de reemplazo a un precio igual o menor que el precio original de compra, o si usted se niega a recibir el producto de reemplazo, **FWSC**, a su discreción, podrá emitir un crédito interno de Conn's o una tarjeta de regalo de Conns's por el precio original de compra del producto incluido en la cobertura, o, a petición de Ud., FWSC le reembolsará el precio original de compra del producto incluido en la cobertura. Si su producto es reemplazado, o si Ud. recibe un crédito interno de Conn's o una tarjeta de regalo de Conn's, o si se le reembolsa el precio original de compra del producto incluido en la cobertura, este Acuerdo se considerará totalmente cumplido y **FWSC** no tendrá más responsabilidades u obligaciones según los términos de este Acuerdo. Esto significa que el producto de reemplazo no quedará incluido bajo esta cobertura. Ud. podrá comprar un nuevo Acuerdo para cubrir el producto de reemplazo. Sin embargo, si el producto incluido en la cobertura tiene un falla dentro de 72 de la fecha original de compra o de cualquier otra manera dentro del periodo de garantía del fabricante, y se proporciona un producto de reemplazo, entonces este Acuerdo permanece vigente y Ud. no tendrá que comprar un nuevo acuerdo para el producto de reemplazo.

6) **Derecho al producto de reemplazo:** Todos los productos defectuosos pasan a Nuestra propiedad, en caso de que elijamos ejercer Nuestros derechos a la propiedad.

(7) **Exclusiones:** **Este Acuerdo excluye (b) revisiones periódicas y/o mantenimiento preventivo como lo indica el fabricante excepto lo que aquí se indica; cualquier deficiencia indicada en el recibo de compraventa; (c) piezas o reparaciones ocasionadas por el uso y desgaste normal del producto a menos que estén relacionadas con una rotura, y artículos normalmente diseñados para ser reemplazados periódicamente por Ud. durante la vida útil del producto incluido en la cobertura, que incluyen, pero no se limitan a, baterías, bombillas, etc.; (d) daños ocasionados por accidentes, abusos, malos usos, manipulación incorrecta, introducir objetos extraños dentro del Producto incluido en la Cobertura; (e) modificaciones o alteraciones no autorizadas a un Producto incluido en la Cobertura; (f) no seguir las instrucciones del fabricante; (g) causas externas que incluyen acciones por parte de terceros, incendio, robo, insectos, animales, exposición a las condiciones ambientales, terremotos, arena, polvo, granizo, tormentas de viento, inundación, agua, otras causas naturales; (h) pérdida importante de cualquier naturaleza; (i) pérdidas o daños ocasionados por guerras, invasiones o acciones de enemigos extranjeros, hostilidades, rebeliones, motines, guerras civiles, disturbios por huelgas laborales, cierre patronal o conmociones civiles (j) daños o retrasos incidentales, importantes o secundarios en la prestación de servicios según los términos del Acuerdo, o pérdida de uso durante el período en que el Producto incluido en la cobertura se encontraba en un centro de servicio autorizado o de otro modo a la espera de piezas; (k) cualquier producto utilizado en ambientes comerciales o de alquiler; (l) fallos que ocurran fuera del territorio de los 50 estados de los Estados Unidos de América; (m) piezas no funcionales o estéticas que incluyen pero no se limitan a piezas plásticas, manijas, rodantes, cestas, raspaduras, peladuras y melladuras; (n) reparaciones y/o piezas no autorizadas; (o) costo de instalaciones, configuraciones, cargos diagnósticos, desinstalación o reinstalación del Producto incluido en la Cobertura, excepto como se indica en el presente; (p) accesorios utilizados en conjunto con el Producto incluido en la Cobertura; (q) cualquier pérdida que no sea una rotura incluida en la cobertura del Producto; (r) un servicio donde no se encuentre problema alguno; (s) roturas que no se informen según los términos del Acuerdo; (t) fallos a consecuencia de herrumbre o corrosión que sufra cualquiera de las piezas o el producto incluido en la cobertura; (u) ropa dañada; (w) conexiones de agua o gas más allá del Producto incluido en la Cobertura; (x) daños incurridos durante el traslado del Producto incluido en la Cobertura a otro lugar; (y) reembolso por pérdida de alimentos ocasionadas por descomposición natural o por mal uso del Producto incluido en la Cobertura; (aa) cualquier medio de almacenamiento dañado por una pieza defectuosa; (bb) instalación inadecuada de componentes o periféricos; (cc) reparación, reemplazo o mejoría de componentes internos de computadora cuando la reparación o el reemplazo son necesarios por incompatibilidad de piezas o instalaciones incorrectas; (dd) pantallas de cristal líquido rotas o rajadas en computadoras portátiles y quemaduras por fósforo en pantallas de tubo de rayos catódicos o cualquier otro tipo de pantalla; (ee) programas de aplicación, software operativo o de otro tipo, pérdida de información o restauración de programas cuya copia de respaldo era responsabilidad de Ud. antes de comenzar la reparación; (ff) corrupción de cualquier programa, información o configuración residente en cualquier disco duro y dispositivos de almacenamiento internos o externos, a consecuencia del fallo o daño de una pieza operativa, o a consecuencia de cualquier reparación o reemplazo según los**

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términos de este Acuerdo; (gg) descoloramiento de la imagen en cualquier televisor; (hh) televisores de plasma que se usen a, o por encima de, 6000 pies (1828.8 metros) sobre el nivel del mar; (ii) quemaduras por fósforo (incluyendo imagen fantasma), quemaduras de pixeles que no estén de acuerdo con las especificaciones del fabricante.

(8) Cancelación: Ud. tiene derecho a cancelar en cualquier momento al contactar con Conn's en una tienda, o al escribirle a Conn's a 3295 College Street, Beaumont, TX 77701 o mediante un mensaje de correo electrónico a la dirección indicada en la página de Internet de Conn's en www.conns.com. Si la petición de cancelación de este Acuerdo se hace dentro de treinta (30) días de la fecha de recibo de este Acuerdo, Ud. podrá regresar al Minorista para recibir un reembolso completo. Si Ud. cancela dentro de treinta (30) días de recibir su Acuerdo, sírvase contactar con el Administrador. Ud. recibirá un reembolso prorrateado basado en el tiempo transcurrido menos un recargo de cancelación de veinticinco ($25) dólares o diez por ciento (10%) del precio de compra (cualquiera que sea menor), menos el costo de cualquier reclamación pagada. Nosotros no podemos cancelar este Acuerdo excepto en caso de fraude o declaración falsa importante de parte de Ud. al obtener este Acuerdo o al presentar una reclamación de reemplazo del producto, o por falta de pago de parte de Ud.; o si así se lo exige alguna autoridad de regulación. El aviso de tal cancelación se hará por escrito y con al menos treinta (30) días de antelación. Si Nosotros cancelamos, la prima de devolución se basa en el cien por ciento (100%) de la prima prorrateada no devengada.

9) Transferencia: Este Acuerdo es transferible con el producto incluido en la cobertura por parte del comprador original por el resto del período de protección del acuerdo del plan de reemplazo original. El Producto incluido en la Cobertura puede inscribirse al enviar la información por correo al Administrador, incluyendo el número de referencia del acuerdo, fecha de traspaso de propiedad al nuevo dueño, nombre del nuevo dueño, dirección postal completa y número telefónico.

10) Este Acuerdo no es renovable.

11) El Administrador (Conn's) brinda asistencia al cliente en www.conns.com, revise la guía local de teléfonos para ubicar la tienda Conn's más cercana, visite cualquier tienda Conn's o llame al 1-877-472-5422.

12) Si Ud. y FWSC mediante su Administrador no encuentran una solución satisfactoria a cualquier disputa relacionada con la reparación del Producto incluido en la cobertura de este Acuerdo, una vez que culmine el proceso descrito en el Punto 5 de este Acuerdo y luego de que Ud. y FWCS mediante su Administrador hagan todos los esfuerzos razonables para resolver cualquier asunto pendiente, O si usted considera que FWSC o su Administrador no están cumpliendo con sus obligaciones según los términos de este Acuerdo, las siguientes acciones están a disposición de Ud. según los términos de este Acuerdo. Si Ud. no entiende estas disposiciones y acciones, le recomendamos que contrate los servicios de un abogado para que le ayude a entender sus derechos en cuanto al cumplimiento de los términos de este Acuerdo.

AVISO DE ACUERDO DE ARBITRAJE

Este Acuerdo dispone que todas las disputas entre Ud. y nosotros se resuelvan mediante mediación o un ARBITRAJE VINCULANTE.

De esta forma, Ud. RENUNCIA A SU DERECHO A PRESENTARSE ANTE LOS TRIBUNALES para aseverar o defender sus derechos según los términos de este contrato (EXCEPTO en caso de asuntos que puedan presentarse ante un TRIBUNAL DE RECLAMOS DE MENOR CUANTÍA).

* Sus derechos serán determinados por un ÁRBITRO NEUTRO y NO por un juez o un jurado.

* Ud. tiene derecho a una AUDIENCIA JUSTA, PERO el proceso de arbitraje es MÁS SIMPLE Y MÁS LIMITADO QUE LAS NORMAS APLICABLES EN EL TRIBUNAL.

* Las decisiones del Árbitro tienen la misma validez que cualquier orden del tribunal y están sujetas a UNA REVISIÓN MUY LIMITADA DEL TRIBUNAL.

* Ud. puede contratar un abogado para una mediación o arbitraje, pero no es obligatorio.

PARA OBTENER MÁS DETALLES,

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* Lea la Resolución de Disputas en la sección 10 más adelante

* Llame a la Asociación de Árbitros Estadounidenses al 1-800-778-7879

* Para solicitar una mediación o arbitraje, visite la página de Internet de la Asociación de Árbitros Estadounidenses en www.adr.org

13) **EL PROGRAMA DE RESOLUCIÓN DE DISPUTAS (MEDIACIÓN Y ARBITRAJE)**

Como se utilizan en esta Disposición, los términos "Ud." y "Su/Suyo/a" se refieren a la persona o personas nombradas en este Acuerdo, a todos sus herederos, sobrevivientes, cesionarios y representantes. Y "Nosotros", "Nos" y "Nuestro" se refieren al Obligado identificado anteriormente y se considerará que incluye a todos sus agentes, afiliados, sucesores y cesionarios y a cualquier minorista o distribuidor de sus productos (incluyendo y sin limitar a Conn's), y a todos los concesionarios, licenciatarios y empleados de cualquiera de las entidades antes mencionadas.

Todas y cada una de las disputas que surjan a consecuencia de, o que se relacionen con este Acuerdo o cualquier acuerdo previo entre las partes, incluyendo sin limitaciones el incumplimiento de tal(es) acuerdo(s), se resolverá exclusivamente de acuerdo con el Programa de Resolución de Disputas, cuyo último paso es un arbitraje vinculante ante un único árbitro.

Las partes primero intentarán resolver informalmente cualquier disputa mediante una negociación. En caso de que tal esfuerzo no tenga éxito, cualquiera de las partes puede solicitar una mediación al entregar un aviso por escrito a la otra. La mediación estará a cargo de la Asociación de Árbitros Estadounidenses ("AAE") según sus Procedimientos de Mediación Comercial, disponibles en el número de teléfono y en la página de Internet de la AAE anteriormente indicadas. La mediación se celebrará en un lugar y a una hora que sea de conveniencia mutua para las partes, o si las partes no se ponen de acuerdo, en el lugar y hora indicados por el árbitro de acuerdo con los Procedimientos de Mediación Comercial.

Si la disputa no se resuelve a través de una mediación o si no se solicita una mediación, cualquier y toda disputa será resuelta ya sea mediante 1) un arbitraje vinculante ante un árbitro único o 2) si la disputa se encuentra dentro del alcance de la jurisdicción, un Tribunal de Reclamos de Menor Cuantía. Los arbitrajes estarán a cargo de la AAE de acuerdo con sus Procedimientos Agilizados de las Normas de Arbitraje Comercial y los Procedimientos Suplementarios para Disputas de Consumidores vigentes en el momento en que se presente la reclamación ante la AAE. Los términos de esta Disposición controlarán cualquier incongruencia entre las Normas de la AAE y esta Disposición. Ud. puede obtener una copia de las Normas de la AAE al llamar al (800) 778-7879 o en la página de Internet de la AAE: www.adr.org. Los honorarios del arbitraje serán decididos por el árbitro de acuerdo con los Procedimientos Suplementarios para Disputas de Consumidores. El árbitro aplicará las leyes sustantivas relevantes y los plazos prescriptivos aplicables y proporcionará por escrito la determinación de los hechos y conclusiones de derecho sobre la base del razonamiento. EL ÁRBITRO TIENE POTESTAD PARA CONCEDER CUALQUIER REMEDIO A DISPOSICIÓN DEL TRIBUNAL SEGÚN LA LEY O DE EQUIDAD, INCLUYENDO SIN LIMITACIONES CUALQUIER REMEDIO SEGÚN LOS ESTATUTOS APLICABLES DE PROTECCIÓN AL CONSUMIDOR. El arbitraje tendrá lugar en un lugar acordado mutuamente entre las partes o, si las partes no llegan a un acuerdo, en el lugar y hora determinados por el árbitro de acuerdo con los Procedimientos Suplementarios para Disputas de Consumidores. Esta Disposición es parte de una transacción que involucra comercio interestatal y se regirá por la Ley Federal de Arbitrajes, 9 U.S.C. § 1 *et seq.* **Si cualquier parte de esta Disposición de Arbitraje se considera inválida o incumplible, las porciones restantes de esta Disposición de Arbitraje mantendrán su validez, excepto que bajo ninguna circunstancia esta Disposición podrá ser enmendada o interpretada para permitir un arbitraje colectivo a nombre de otra persona que no sea Ud.** Esta Disposición de Arbitraje será para el beneficio de, y vinculante para, Ud. y Nosotros y su Disposición continuará plenamente vigente después e independientemente del vencimiento o terminación de este Acuerdo.

Ud. acepta que cualquier proceso de arbitraje solamente tendrá en cuenta las Reclamaciones Suyas. Las reclamaciones hechas por o en nombre de otros individuos no serán incluidas en ningún procedimiento donde se consideren las Reclamaciones Suyas.

Ud. y Nosotros entendemos y acordamos que debido a esta DISPOSICIÓN de arbitraje ni usted ni nosotros tendremos derecho a presentarnos ante un tribunal excepto como se dispone anteriormente o

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a tener derecho a juicio con jurado o a participar en una demanda colectiva como miembro del grupo de reclamantes con relación a ninguna reclamación.

Aviso para los residentes de Louisiana: **Se** elimina la Disposición de Arbitraje en su totalidad.

Aviso para los residentes de Oklahoma:

La cobertura provista por este Plan no está garantizada por la Oklahoma Insurance Guaranty Association.

[**"Nosotros", "Nos" y "Nuestro"** se refiere a Assurant Service Protection, Inc., [P. O. Box 105689, Atlanta, GA 30348-5689.]

El siguiente párrafo reemplaza la disposición de Cancelación de su Plan: En caso de que Ud. Cancele el Plan dentro de los primeros treinta (30) días a partir de la fecha de entrada en vigencia y no se haya pagado ninguna reclamación, Ud. recibirá un reembolso completo. Si Ud. cancela el Plan luego de que transcurran treinta (30) días, el precio de la devolución se calculará sobre la base de un noventa por ciento (90%) del precio prorrateado de compra, menos el costo real de cualquier servicio brindado según los términos del Plan. Nosotros retendremos diez por ciento (10%) del precio de compra prorrateado o cincuenta dólares ($50.00), cualquiera que sea menor. En caso de que Ud. cancele el Plan, el precio de devolución se calculará sobre la base del cien por ciento (100%) del precio de compra prorrateado, menos el costo real de cualquier servicio brindado según los términos del Plan.

Aviso para los residentes de Texas: Las obligaciones según este Acuerdo están aseguradas por una póliza de seguros emitida por American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. En caso de que un servicio incluido en la cobertura no se pague antes de que transcurran 60 de haber presentado evidencia de la pérdida, o si el reembolso o crédito no se paga antes del 46° día después de la fecha en la que se devuelva el Acuerdo, Ud. puede hacer la solicitud directamente a American Bankers Insurance Company of Florida. Si tiene alguna queja o pregunta relacionada con este Acuerdo, puede contactar con el Departamento de Licencias y Regulaciones de Texas en la siguiente dirección y número telefónico: Texas Department of Licensing and Regulation, Post Office Box 12157, Austin, Texas 78711; 512-463-6599 o 800-803-9202.

PÉRDIDAS INCLUIDAS EN LA GARANTÍA DEL FABRICANTE SUJETAS A LO SIGUIENTE: *Si el Producto incluido en la cobertura es reemplazado por FWSC debido a cualquier defecto por el que el fabricante o sus agentes y proveedores son legalmente responsable aparte e independientemente de los términos de la garantía del fabricante, Ud. acepta subrogar y asignar a FWSC todos sus derechos de indemnización contra el fabricante, hasta el monto que FWSC le pague o el costo del producto de reemplazo que FWSC le proporcione. Se le reembolsarán a Ud. todos los costos y gastos razonables en los cuales incurra con relación a la subrogación y asignación a FWSC de sus derechos contra el fabricante, incluyendo honorarios profesionales razonables y cualquier otro costo relacionado con su cumplimiento.*

Si tiene alguna queja que FWSC o su Administrador no puedan resolver, Ud. puede contactar con la Agencia de Protección al Consumidor en su localidad [Better Business Bureau] o con el despacho del Fiscal General del estado donde Ud. reside: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; o www.ag.state.la.us.

[Para conocer mejor cómo Federal Warranty Service Corporation y Assurant Service Protection, Inc., Assurant Solutions companies, utilizan la información sobre Ud., sírvase visitar nuestra página de Internet en [www.assurantsolutions.com]]

Mediante su firma en la factura antes mencionada, a la cual se adjunta el presente Acuerdo, el cliente acusa recibo de este Acuerdo y expresa su entendimiento del mismo.

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123003151 001
8/14/09
CONN'S APPLIANCE

Spanish Version Available Upon Request
Version en espanol disponible a pedido

Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
ED101J015790872
By: Wanda Chambers

FURNITUREGARD COMPREHENSIVE PLAN

TERMS AND CONDITIONS

This Plan is not an insurance contract.

In consideration of the amount paid on the invoice identified above for this FurnitureGard Comprehensive Plan Agreement ("Agreement"), Conn Appliances, Inc. ("Conn's"), 3295 College Street, Beaumont, TX 77701, will make all necessary repairs and replacement of parts for the product identified on the invoice identified above, of which this Agreement is an integral part, as such Plan coverage is described in detail below in Paragraph 6 for the Plan You purchased.

This Agreement is not a contract of insurance.

You may write Conn's for customer assistance at the above address, contact Conn's at www.Conns.com, check the local listings in your area for your nearest Conn's Service Center or call 1-877-472-5422.

THIS AGREEMENT IS EFFECTIVE DURING THE TERM OF THE MANUFACTURER'S WARRANTY, AND THEREAFTER UNTIL THE END OF THE AGREEMENT TERM; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.

"You" and "Your" indicates the purchaser of this Service Plan (Plan).

"We", "Us" and "Our" means the Obligor, which is Conn Appliances, Inc., 3295 College Street, Beaumont, Texas 77701.

"Product(s)" indicates the furniture that you purchased concurrently with this Plan and is covered by this Plan under the terms of this Agreement.

"Store" indicates the Conn's store where You purchased the Product(s) and this Plan.

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

2) LENGTH OF COVERAGE: The coverage period for this Plan is 48 months, as indicated on Your invoice and/or cash register receipt, with the beginning date commencing on the date of purchase.

   In the event Your Product is being serviced by Conn's when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

3) NUMBER OF PRODUCT(S) COVERED: This Plan may cover one single Product, multiple Products, matching sets and/or groupings, depending upon Your coverage selection at the original time of purchase and your payment for that coverage, as reflected on Your invoice. Your invoice and/or cash register receipt will be Your proof of what Plan is purchased and what Product(s) is covered.

4) PLAN MAXIMUM: The maximum benefit for service or replacement(s) under this Plan is limited to an aggregate maximum of $25,000 during the Plan term.

5) WHAT IS COVERED: This Plan is available for new furniture and new mattresses only that are sold through Conn's. The Plan covers structural repairs and the removal of stains for furniture and certain bedding products that you purchase from Conn's, as described in Paragraph 6 below. THE PLAN DOES NOT COVER CERTAIN REPAIRS AS DESCRIBED IN PARAGRAPH 14 AND PARAGRAPH 15 BELOW.

6) PLAN COVERAGES: The following product Plans are applicable to the Product You purchased as specified on Your invoice identified above and of which this Agreement is an integral part.

   REPAIR AND REPLACEMENT:

   A. FABRIC AND LEATHER/VINYL STAIN REMOVAL

   If Your Product(s) fails to resist accidental staining (identified below in Paragraph A (1) or damage (identified below in Paragraph A (2) during normal residential use, We will provide service consisting of labor and parts necessary to use our best efforts to restore Your Product(s) to like new condition.

   1) Any stain damage must be reported to Us within fifteen (15) days of the occurrence to avoid permanent setting of the stain. If you do not report within 15 days, the coverage for stain removal for your covered product may be cancelled. Stains that are covered under this plan are the following: household food and beverage stains; accidental/incidental stains from humans and pets, including saliva, urine, stomach fluid or blood; ballpoint pen ink, wax, crayon, facial cosmetics or nail polish; burn or singe marks (not from cigarette or other tobacco products.

   (2) Damage that is covered under this Plan are the following: accidental rips, punctures and tears; structural defects; structural damage occurring during normal residential use; surface damage to wood and laminate finishes, including chips, gouges, stains and water marks occurring during normal residential use.

   If damage occurs to your Product that is covered under this Plan, We will make every effort and attempt to restore Your Product to like new condition. If the fabric or leather cannot be repaired or a stain cannot be removed, We may re-upholster the damaged or stained area. If we do re-upholster your Product or a section of your Product, We cannot guarantee exact color matches to fabric or leather due to differences in dye lots and natural grains. If the covered Product cannot be repaired or restored to a like new condition, Conn's will replace the entire damaged Product with a same or similar product having a retail purchase price less than or equal to the original purchase price of the damaged Product. If We replace Your covered Product, the original covered Product will become Our property, at Our option.

   B. STRUCTURAL, COMPONENT AND SURFACE FAILURE/DAMAGE

   If Your covered Product(s) structural, components or surfaces fail or become damaged during normal residential use, We will make every attempt to restore Your Product(s) to like new condition. We cannot guarantee exact color matches and natural grains.

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Coverage is provided for, but not limited to:

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

Component: component failures - defective light fixtures, casters, wheels, drawer pulls/slides, broken and defective hinges, motors, massagers and heaters.

For case goods/surface (woods, metals, glass and mirrors): Surface damages are comprised of checking, lifting, cracking or peeling of wood and laminate finishes, scratches, chips, gouges, stains, water marks; loss of silvering to mirrors.

Structural, Component and Surface Replacement: If the damaged area, failed component or surface cannot be repaired or replaced, We will replace the entire damaged Product with a same or similar product having a retail purchase price less than or equal to the original purchase price of the damaged Product. In the event that a set is no longer intact due to a product replacement, we may replace the entire set, at Our option. If We replace Your covered Product, the original Product will become Our property, at Our option.

C. MATTRESS COVERAGE

This plan is available for new mattresses only that are sold through the Retailer.

Stains and damage that are covered under this plan are the following: household food and beverage stains; accidental/incidental stains from human and pets, including saliva, urine, stomach fluid or blood; ballpoint pen ink, wax, crayon, facial cosmetics or nail polish; burn or singe marks (not from cigarettes or other tobacco products); and accidental rips, punctures and tears.

In the event that you sustain a covered stain or damage, it must be reported to Us within fifteen (15) days to avoid permanent setting of the stain. If you do not report within 15 days, the coverage for stain removal for your covered product may be cancelled.

Services Provided: We will dispatch a professional cleaning technician at no charge to You. If the technician is unable to remove the stain or repair the damage to your covered Product(s) during the coverage period of this Plan, We will replace the mattress if the same mattress is available. If the mattress is not available, You may select a new replacement mattress equal in value to the original purchase price from a Conn's store. We cannot guarantee ticking or dye lot to match for replacement mattress.

Replacement of the mattress is limited to one (1) during the term of this plan. All replaced mattresses become Our property, at Our option.

D. OUR OBLIGATION IF REPAIR IS NOT POSSIBLE or IS NOT ECONOMICAL

If We are unable to repair Your Product, or where the cost for repair may exceed the current retail replacement value of Your covered Product, or replacement is required and either parts, matching fabric or matching leathers needed for repair should become unavailable for Your covered Product, We may elect to provide you with a store credit or a gift card in an amount which shall not exceed the lesser of: the current retail cost of a replacement product of like kind and quality, or the retail purchase price You paid for the original covered Product. The provision of a store credit or gift card will fulfill this agreement in its entirety and will cancel and discharge all further obligations under this service Plan, where allowed by law. If you do not wish a store credit or gift card in this situation, we will refund to you the original purchase price of the covered Product.

7) **YOUR OBLIGATIONS PRIOR TO RECEIVING SERVICE UNDER THIS PLAN**

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

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

8) IF YOU NEED SERVICE: Call Conn's regional service center for your area. Conn's at 1-877-472-5422, Monday thru Friday 8 a.m. - 6 p.m., Saturday, 9:00 a.m.-12:00 p.m. Central Time, write Conn's at the address provided above, contact Conn's at www.conns.com.

Regional Service Center	Phone	Service Area
Beaumont Service Center	409-832-9938	Golden Triangle/Lake Charles
Lafayette Service Center	800-634-7118	Lafayette/Baton Rouge
Houston Service Center	281-591-6611	Houston
San Antonio Service Center	210-354-1000	San Antonio/Austin/Corpus Christi /Rio Grande Valley
Dallas Service Center	800-452-4978	Dallas-Ft. Worth/North Texas/Oklahoma

9) TYPES OF SERVICE AND SERVICE LOCATION: Repairs will normally be performed at Your residence. If some of the work must be done at one of our authorized repair centers, We will transport Your Product(s) to the repair center at no cost to you.

10) AVAILABILITY OF SERVICE: Service shall normally be available and rendered during the regular working hours and workweek of the product service centers.

11) DELAYS: We will exercise reasonable efforts in providing service under this Plan, but We shall not be liable for any damages arising out of delays; and in no event shall We be liable for consequential damages. In the event Your repair requires more than 30 days to complete, the expiration date of Your Plan will be extended by the total number of days, in excess of 30 days, that were required to complete the repair or replacement.

12) PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the Our Plan during the term of coverage.

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13) **WHAT IS NOT COVERED: This Plan does not cover anything not specifically mentioned in the coverage section. This program does not cover damage caused by improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by Us or the Retailer specifically for the covered Product[s]) that may adversely impact the effectiveness of the original protection. Damage caused by transit, delivery, redelivery, or movement, including damage caused by packing or unpacking of the covered Product(s), is not covered by this program. Stains from dye, bleach, caustic solution, felt tip marker, tobacco products or chewing gum are not covered under this Plan. This Plan does not cover fading, color loss, and or discoloration. This Plan does not cover consumables. This Plan does not provide coverage for natural inconsistencies in wood grains, wood stains, fading, sunlight or dust corrosion, non-colorfast fabric, inherent design defects including, but not limited to, natural inconsistencies in fabrics, coloring or dying of leathers, fading, sunlight or dust corrosion. This program does not cover normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, darkened bodily contact areas. Leather scratches are not covered. The only instance where cracking or peeling to the leather topcoat of a Covered Product is when You have applied the leather maintenance products as recommended and the treatment fails to perform as intended. Cracking or peeling of the leather topcoat or finish is not covered, as they are not natural characteristics caused by aging. The only instance where cracking or peeling to the leather topcoat is covered is when You have applied the leather maintenance products as recommended and the treatment fails to perform as intended. Leather flaws and are excluded from coverage. Excluded from coverage are mattress sides, mattress bottom and box springs, pet damage (other than pet bodily fluids) such as damage from teeth, beaks or claws; fabrics such as nubuck, suede, split hides and other sensitive leathers; faux stone, fossil stone, marble, brass or chrome.**

14) PRODUCTS NOT ELIGIBLE FOR COVERAGE: This Plan does not provide any service for Product(s) used for commercial or institutional purposes. This Plan is only available for new products purchased from Conn's.

15) SERVICES NOT COVERED: This Plan does not cover service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage, such as, but not limited to, loss or damage due to misuse, abuse, unauthorized repair by others, collision with any other object, loss or damage resulting from failure to provide manufacturer's recommended maintenance or inspection, add-on products or accessories, attachments, rust, corrosion, battery leakage, sand, dirt, insect infestation, damage or stains caused by acts of God, fire, water, windstorm, hail, earthquake, exposure to the sun or other heat source, exposure to the cold, theft, negligence, riot, or any other peril.

16) WHAT YOU MUST DO: You are to provide normal household cleaning for Your Product. You will allow inspections as required to determine the extent of service required under the terms of this agreement.

17) RENEWALS: This Plan is not renewable.

18) TRANSFER: This Plan is not transferable.

19) CANCELLATION: You may cancel this Plan at any time for any reason by mailing a written request for cancellation and the original copy of this Plan to Conn's at the above address, or via email at www.conns.com. If You cancel this Plan within the first 30 days after receipt of this Plan, You will receive a full refund, less any claims paid. If You cancel after the first 30 days from receipt of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less 10% of the price of the service Plan or twenty-five dollars ($25.00), whichever is less, and less any claims paid under the Plan, where allowed by law. Conn's may cancel this plan for fraud, material misrepresentation, or non-payment by You for the Plan or the Covered Product. If We cancel, You shall be refunded the unearned pro rata purchase price of this Plan, less any claims paid. We may also cancel this Plan for violation of any of the terms and condition of the Plan, or if required to do so by any regulatory authority. Any refund owed and not paid by Us within 30 days shall include a 10% penalty per month.

20) DEDUCTIBLE: There is no deductible payment required for the coverage described in this Plan.

21) ARBITRATION OR MEDIATION: If you and Conn's cannot agree to a satisfactory resolution of any dispute regarding the repair or replacement of the Product covered by this Plan, after reasonable efforts on the parts of you and Conn's to resolve any remaining issues, OR if you feel that Conn's is not complying with its obligations under this Plam, the following actions are available to you under the terms of this Agreement. If you do not understand these provisions and actions we recommend you seek advice of an attorney to assist you in understanding your rights of enforcement of the terms of this Agreement.

NOTICE OF ARBITRATION AGREEMENT

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

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

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

FOR MORE DETAILS

* Read Section 22 below
* Call the American Arbitration Association at 1-800-778-7879
* To request mediation or arbitration, check out the American Arbitration Association's Web Site at www.adr.org

22) **THE DISPUTE RESOLUTION PROGRAM (MEDIATION AND ARBITRATION)**

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

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

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

If mediation does not resolve the dispute or mediation is not demanded, any and all disputes shall be resolved either by 1) binding arbitration before a single arbitrator or 2) if the dispute is within the scope of its jurisdiction, a small claims court. Arbitrations shall be administered by the AAA in accordance with its Expedited Procedures of the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in effect at the time the claim is filed with the AAA. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879 or visiting the AAA's Web Site at www.adr.org. The fees for the arbitration will be set by the arbitrator in accordance with the Supplemental Procedures for Consumer-Related Disputes. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. THE ARBITRATOR IS EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION REMEDIES UNDER ANY APPLICABLE CONSUMER PROTECTION STATUTE. The arbitration shall take place at a mutually convenient location or, should the parties fail to agree, at any time and place designated by the arbitrator in accordance with with the Supplemental Procedures for Consumer-Related Disputes. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

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

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

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

Notice for Louisiana residents: ARBITRATION: The Arbitration Provision is deleted in its entirety.

Notice for Texas residents: CANCELLATION: Upon cancellation by the Conn's, prior written notice of cancellation, stating the effective date and reason for the cancellation, will be mailed to the Plan holder at the last known address at least 5 days before the effective date of the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price of the Covered Product or the Plan or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use.

LOSSES COVERED BY THE MANUFACTURER WARRANTY SUBJECT TO THE FOLLOWING: If the Covered Product is repaired or replaced by Conn's due to any defect for which the manufacturer or its agents or suppliers may be legally responsible separate and apart from or notwithstanding the terms of the manufacturer's warranty, You agree to subrogate and assign to Conn's all of your rights of recovery against the manufacturer, up to the amount paid to you by Conn's or the cost of the replacement product provided to you by Conn's. You will be reimbursed for any reasonable costs and expenses which you incur in connection your subrogation and assignment to Conn's of your rights against the manufacturer, including reasonable attorney's fees and other related costs consistent with your compliance.

If you have any complaints that are not resolved by Conn's, you may contact your local Better Business Bureau or the Office of the Attorney General of your state of residency: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; or www.ag.state.la.us.

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

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003151-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	8690038		SOFA	399.97	399.97
				48MO. FURNITUREGARD PLAN		- EXPIRES 08/14/2013	44.99	44.99
				TEST CJM				
		THANK YOU - CORPORATE SALES						

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	444.96
CS	481.67	TEST	CJM	TAX	36.71
				AMOUNT PAID	481.67
				AMOUNT FINANCED	.00
				C.D.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (FURNITUREGARD PLAN) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(BUYER)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CUSTOMER COPY

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003151-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST

BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	8690038		SOFA	399.97	399.97
				48MO. FURNITUREGARD PLAN		- EXPIRES 08/14/2013	44.99	44.99
				TEST CJM				
				THANK YOU - CORPORATE SALES				

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	444.96
CS	481.67	TEST	CJM	TAX	36.71
				AMOUNT PAID	481.67
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (FURNITUREGARD PLAN) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(BUYER)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

STORE COPY

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INVOICE

PLEASE REMIT TO:
P.O. BOX 2358
BEAUMONT, TEXAS 77704

INVOICE NUMBER: 123003151-001
INVOICE DATE: 08/14/2009
STORE NUMBER: 002
TAX LOCATION:

SOLD TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SHIP TO:
CONN'S APPLIANCE
3295 COLLEGE ST
BEAUMONT TX 77701

SALESMAN NUMBER

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
03	PU	1	S	8690038		SOFA	399.97	399.97
				48MO. FURNITUREGARD PLAN		- EXPIRES 08/14/2013	44.99	44.99
				TEST CJM				
				THANK YOU - CORPORATE SALES				

RECEIVED IN GOOD ORDER

X _____

PAYMENT METHOD

C	AMOUNT	NUMBER		SUB TOTAL	444.96
CS	481.67	TEST	CJM	TAX	36.71
				AMOUNT PAID	481.67
				AMOUNT FINANCED	.00
				C.O.D. BALANCE DUE	.00

By my signature, I acknowledge that I have been provided with the (FURNITUREGARD PLAN) brochure and contract, and that I understand the coverage associated with the product or products listed above, and that I desire to purchase the coverage for the price listed. X _____

SIGNED X _____ (L.S.) DATE _____
(B U Y E R)

THIS INVOICE IS DUE AND PAYABLE
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

CORPORATE COPY

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[Número de factura impreso en el Lugar de Servicio]
[Nombre del cliente impreso en el Lugar de Servicio]
[Fecha de la venta impresa en el Lugar de Servicio]

Versión en español disponible a pedido

PLAN GENERAL DE FURNITUREGARD

TÉRMINOS Y CONDICIONES

Este plan no es un contrato de seguro.

Como contraprestación por el monto pagado en la factura identificada más arriba por este Contrato de Plan General de FurnitureGard (en adelante el "Contrato"), Conn Appliances, Inc. (en adelante "Conn's"), con domicilio en 3295 College Street, Beaumont, TX 77701, hará todas las reparaciones y reemplazos de piezas que se necesitaren para el producto identificado en la factura mencionada más arriba, de la cual este Contrato es parte integral, según se describe en detalle más abajo, en el párrafo 6, la cobertura del Plan para el Plan adquirido por Usted.

Este Contrato no es un contrato de seguro.

Para obtener ayuda al cliente Usted puede escribir a Conn's a la dirección mencionada más arriba, comunicarse con Conn's a www.Conns.com, verificar los listados locales en su área para conocer su Centro de Servicio Conn's más cercano o llamar al número 1-877-472-5422.

ESTE CONTRATO TENDRÀ VALIDEZ DURANTE EL PLAZO DE LA GARANTÍA DEL FABRICANTE, Y DE ALLÍ EN ADELANTE HASTA LA FINALIZACIÓN DEL PLAZO DEL CONTRATO; EL MISMO NO REEMPLAZA A LA GARANTÍA DEL FABRICANTE, PERO DA ALGUNOS BENEFICIOS ADICIONALES DURANTE EL PLAZO DE LA GARANTÍA DEL FABRICANTE.

"Usted" y "Su" indica al comprador de este Plan de Servicio (el Plan).

"Nosotros", "A nosotros" y "Nuestro/a", significa el Obligado, es decir Conn Appliances, Inc., con domicilio en 3295 College Street, Beaumont, Texas 77701.

El/Los "Producto(s)" indica el mobiliario que usted compró junto con este Plan y que está cubierto por este Plan de acuerdo con los términos de este Contrato.

"Local de Venta" indica el local de venta de Conn's donde Usted compró el Producto y este Plan.

1) **CONTRATO:** A cambio de Su compra de este Plan, Nosotros acordamos dar los beneficios indicados en el presente durante el plazo según se describe más adelante.

2) **DURACIÓN DE LA COBERTURA:** El período de cobertura para este Plan es de 48 meses, según se indica en Su factura y / o recibo de registro de caja, con la fecha de inicio comenzando en la fecha de la compra.

   En el caso de que Su Producto esté recibiendo un servicio por parte Conn's al vencimiento del Plan, el plazo del Plan se prorrogará hasta que la reparación cubierta haya sido completada.

3) **CANTIDAD DE PRODUCTOS CUBIERTOS:** Este Plan puede cubrir a un solo Producto, a múltiples Productos, a conjuntos que hacen juego y / o grupos, dependiendo de Su cobertura elegida al momento inicial de la compra y de su pago de esa cobertura, según se refleja en Su factura. Su factura y / o el recibo de registro de caja será Su prueba de cuál Plan se ha comprado y qué Producto/s están cubiertos.

4) **MÁXIMO DEL PLAN:** El beneficio máximo para los servicios o reemplazos en virtud de este Plan está limitado a una suma total máxima de $25,000 durante el plazo del Plan.

5) **QUÉ SE CUBRE:** Este PLAN está disponible para muebles y colchones nuevos solamente que se venden a través de Conn's. El Plan cubre las reparaciones estructurales y la eliminación de manchas en muebles y en determinados productos de cama que usted compra a Conn's según se describe en el párrafo 6 más abajo. EL PLAN NO CUBRE LAS REPARACIONES DETERMINADAS QUE SE DESCRIBEN EN LOS PÁRRAFOS 14 Y 15 MÁS ABAJO.

6) **COBERTURAS DEL PLAN:** Los siguientes Planes de producto se aplican al Producto que Usted compró según se especifica en Su factura identificada más arriba y de la cual este Contrato es parte integral.

   REPARACIÓN Y REEMPLAZO:

   A. ELIMINACIÓN DE MANCHAS DE TELAS Y CUERO/VINILO

   Si Su Producto no resistiere a las manchas (identificadas más abajo en el párrafo A (1), o daños (identificados más abajo en el párrafo A (2) accidentales durante su uso residencial normal, Nosotros le brindaremos el servicio que consiste de la mano de obra y de las piezas necesarias para emplear nuestros mejores esfuerzos para restaurar Su Producto(s) a un estado casi nuevo.

   (1) **Todo daño de mancha debe ser informado a Nosotros dentro de los quince (15) días de fijación permanente de la mancha. Si usted no lo informare dentro de los 15 días, la cobertura por e**

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de su producto cubierto puede ser cancelada. Las manchas que están cubiertas bajo este plan son las siguientes: manchas de alimentos y bebidas de la casa; manchas accidentales/incidentales de personas y mascotas, incluyendo saliva, orina, fluidos estomacales o sangre; tinta de lapicera con punta a bolilla, cosméticos para el rostro o esmalte para uñas; marcas de quemaduras o chamuscado (no de cigarrillos ni de otros productos del tabaco).

(2) Los daños que se cubren bajo este Plan son los siguientes: rasgaduras, perforaciones y roturas accidentales; defectos estructurales; daños estructurales ocurridos durante el uso residencial normal; daños superficiales a la madera y a las terminaciones laminadas, incluyendo astillas, gubias, manchas y marcas de agua ocurridas durante el uso residencial normal.

Si ocurrieran daños a su Producto que están cubiertos por este PLAN, Nosotros haremos todos los esfuerzos e intentaremos restaurar Su Producto a un estado como nuevo. Si la tela o el cuero no pudiere ser reparados o si una mancha no pudiere ser eliminada, Nosotros podremos re-tapizar el área dañada o manchada. Si Nosotros re-tapizáramos su Producto o una sección de su Producto, Nosotros no podemos garantizar colores exactamente idénticos de la tela o del cuero debido a las diferencias en los tintes de los lotes y en los granos naturales. Si el Producto cubierto no pudiere ser reparado o restaurado a un estado como nuevo, Conn's reemplazará todo el Producto dañado con un producto igual o similar que tenga un precio de venta minorista menor que o igual al precio de compra original del Producto dañado. Si Nosotros reemplazáramos Su Producto cubierto, el Producto cubierto original se convertirá en propiedad Nuestra, a Nuestra elección.

B. DAÑOS/FALLAS ESTRUCTURALES, DE COMPONENTES Y DE SUPERFICIE

Si la estructura, componentes o superficies de Su Producto(s) cubierto fallaren o se dañare durante el uso residencial normal, Nosotros haremos todos los intentos para restaurar Su Producto a un estado como nuevo. Nosotros no podemos garantizar colores idénticos y granos naturales exactos.

La cobertura se brinda para, pero no exclusivamente:

Estructura: Defectos estructurales a armazones, tales como deformación y rotura de armazón, separación de los componentes del armazón sobre/en Productos de madera sólida, enchapado, laminado, o con terminación de laqueado o foto burilado, rotura de soldaduras y el doblez accidental de componentes estructurales metálicos, tales como reclinadotes, juegos de comedor pequeño, mecanismos para dormir, bases de balanceo giratorias y resortes, pérdida excesiva de resistencia elástica a almohadones en Productos tapizados.

Componente: Fallas del componente – aplicaciones livianas defectuosas, ruedecillas, ruedas, tiradores/deslizadores para cajones, bisagras rotas y defectuosas, motores, masajeadotes y calefactores.

Para productos/superficies de estuches (maderas, metales, vidrio y espejo): Los daños a la superficie se componen por la comprobación, levantado, rajadura o peladura de terminaciones en madera y laminados, arañazos, astillas, gubias, manchas, manchas de agua; pérdida del plateado en los espejos.

Reemplazo estructural, de componentes y de superficie: Si el área dañada, el componente o la superficie con defecto no pudieren ser reparados o reemplazados, Nosotros reemplazaremos todo el Producto dañado con un producto igual o similar que tenga un precio de compra minorista menor que o igual al precio de compra original del Producto dañado. En el caso de que un juego ya no estuviere intacto debido al reemplazo del producto, nosotros podremos reemplazar todo el juego, a nuestra Opción. Si Nosotros reemplazáramos Su Producto cubierto, el Producto original se convertirá en propiedad Nuestra, a Nuestra elección.

C. COBERTURA DE COLCHONES

Este plan está disponible para colchones nuevos solamente que se venden a través del Minorista.

Las manchas y los daños cubiertos por este plan son los siguientes: manchas por alimentos y bebidas del hogar; manchas accidentales/incidentales provenientes de personas y mascotas, incluyendo saliva, orina, fluidos estomacales o sangre; tinta de lapicera con punta a bolilla, cosméticos para el rostro o esmalte para uñas; marcas de quemaduras o chamuscado (no de cigarrillos ni de otros productos del tabaco); y rasgaduras, perforaciones y roturas accidentales.

En el caso de que usted sufriera una mancha o un daño cubiertos, ello debe ser informado a Nosotros dentro de los quince (15) días para evitar la fijación permanente de la mancha. Si usted no lo informara dentro de los 15 días, la cobertura por eliminación de manchas para su producto cubierto puede ser cancelada.

Servicios brindados: Nosotros le enviaremos a Usted un profesional técnico especializado en limpieza sin cargo. Si el técnico no pudiere eliminar la mancha o reparar el daño a su Producto cubierto durante el período de cobertura de este Plan, Nosotros reemplazaremos el colchón si un colchón igual estuviere disponible. Si el colchón no estuviere disponible, Usted podrá elegir un nuevo colchón de reemplazo igual en valor al precio de compra original en un local de Conn's. Nosotros no podemos garantizar que el lote de teriz o de tinte sea igual en los colchones de reemplazo.

El reemplazo del colchón está limitado a uno (1) durante el plazo de este plan. Todos los colchones reemplazados se convierten en propiedad Nuestra, a Nuestra elección.

D. NUESTRA OBLIGACIÓN SI LA REPARACIÓN NO ES POSIBLE o NO ES ECONÓMICA

Si Nosotros no pudiéremos reparar Su Producto, o cuando el costo de la reparación pudiere exceder el valor actual minorista de reemplazo de Su Producto cubierto, o si se requiriese el reemplazo y las piezas o la tela haciendo juego o el cuero haciendo juego necesarios para la reparación no estuvieren disponibles para Su Producto cubierto, Nosotros podremos elegir darle un crédito para comprar en el local o una tarjeta obsequio por un monto que no exceda lo menor [illegible] producto de

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reemplazo de igual clase y calidad, o el precio de compra minorista que Usted pagó por el Producto original cubierto. La disposición de un crédito para comprar en el local o una tarjeta obsequio cumplirá con este acuerdo en su totalidad y cancelará y cumplirá todas las demás obligaciones bajo este Plan de servicios, cuando fuere permitido por la ley. Si usted no deseare un crédito en el local o una tarjeta obsequio en esta situación, nosotros le reembolsaremos a usted el precio de compra original del Producto cubierto.

7) **SUS OBLIGACIONES ANTES DE RECIBIR LOS SERVICIOS BAJO ESTE PLAN**

Cuidado y mantenimiento continuo de Su Producto(s): Con el fin de recibir la cobertura bajo este Plan, Usted debe haber mantenido Su Producto(s) según lo recomendado por el fabricante. Toda modificación del plan de mantenimiento recomendado por el fabricante puede causar que su reclamo sea rechazado.

Cuidado y mantenimiento continuo de telas y cuero/vinilo: Su Producto debe haber sido mantenido con limpieza y mantenimiento rutinariamente, protegido de la luz directa del sol, siempre que fuere posible, y protegido de la exposición prolongada a fuentes de calor, aberturas de ventilación y radiadores.

8) **SI USTED NECESITA SERVICIO:** Llame al centro de servicio regional de Conn's para su área. Conn's al número **1-877-472-5422**, de lunes a viernes, de 8:00 a.m. a 6:00 p.m., los sábados de 9:00 a.m. a 12:00 p.m., hora central; escriba a Conn's a la dirección que se consignó anteriormente en el presente, o comuníquese con Conn's en www.conns.com.

Centro de Servicio Regional	Teléfono	Área de Servicio
Centro de Servicios Beaumont	409-832-9938	Golden Triangle/Lake Charles
Centro de Servicios Lafayette	800-634-7118	Lafayette/Baton Rouge
Centro de Servicios Houston	281-591-6611	Houston
Centro de Servicios San Grande Valley	210-354-1000	San Antonio/Austin/Corpus Christi/Rio Antonio
Centro de Servicios Dallas	800-452-4978	Dallas-Ft. Worth/North Texas/Oklahoma

9) **TIPOS DE SERVICIOS Y LUGAR DE LOS SERVICIOS:** Las reparaciones se realizarán normalmente en Su Residencia. Si parte del trabajo tuviere que ser hecho en uno de nuestros centros de reparaciones autorizados, Nosotros transportaremos Su Producto(s) al centro de reparación sin costo para usted.

10) **DISPONIBILIDAD DEL SERVICIO:** El servicio estará normalmente disponible y será brindado durante el horario de trabajo normal y semana de trabajo normal de los centros de servicios del producto.

11) **DEMORAS:** Nosotros ejerceremos los esfuerzos razonables para proveer el servicio bajo este Plan, pero Nosotros no seremos responsables por los daños emergentes de demoras, y en ningún caso seremos responsables por los daños y perjuicios indirectos. En el caso de que Su reparación requiriese más de 30 días para ser completada, la fecha de vencimiento de Su plan será prorrogada por el número total de días, que excedan los 30 días, que fueron requeridos para completar la reparación o el reemplazo.

12) **PIEZAS:** Los materiales provistos como reemplazos de piezas serán tomados del inventario de Nuestro contratista de servicio de piezas y componentes nuevos o reconstruidos. Esos materiales serán proporcionados bajo las disposiciones de Nuestro Plan durante el plazo de la cobertura.

13) **LO QUE NO ESTÁ CUBIERTO: Este Plan no cubre nada que no esté específicamente mencionado en la sección sobre cobertura. Este programa no cubre los daños y perjuicios causados por métodos inapropiados de limpieza o por materiales de limpieza inapropiados, ni daños y perjuicios causados por la aplicación de tratamientos tópicos (que no sean aquellos provistos por Nosotros o por el Minorista, específicamente para el Producto(s) cubierto) que puedan afectar en forma negativa la eficiencia de la protección original. Los daños causados por el tránsito, la entrega, la nueva entrega o el traslado, incluyendo los daños causados por el embalaje o desembalaje del Producto cubierto, no están cubiertos por este programa. Las manchas por tinte, blanqueado, soluciones cáusticas, marcadores de fieltro, productos de tabaco o goma de mascar no están cubiertas bajo este Plan. Este Plan no cubre el desteñido, la pérdida de color ni la decoloración. Este Plan no cubre los consumibles. Este Plan no brinda cobertura por las inconsistencias naturales en el grano de la madera, las manchas de la madera, el descoloreado, la corrosión por la luz solar o por el polvo, las telas que no son colorfast, los defectos de diseño inherentes, incluyendo, pero no exclusivamente, las inconsistencias naturales en telas, coloreado o teñido de cueros, el desteñido o la corrosión por la luz del sol o el polvo. Este programa no cubre el uso y desgaste normal de las telas y cueros, tales como la suciedad por el uso cotidiano, incluyendo la grasitud corporal, del cabello, la transpiración, las áreas oscurecidas de contacto con el cuerpo. Las rajaduras en el cuero no están cubiertas. El único caso en que se producen grietas o peladuras de la capa superior de cuero de un Producto Cubierto es cuando Usted ha aplicado los productos de mantenimiento de cuero según lo recomendado y el tratamiento no rinde como se espera. Las grietas o las peladuras de la capa superior o terminación del cuero no están cubiertas, ya que ellas no son características naturales causadas por el transcurso del tiempo. El único caso en que la grieta o la peladura en la capa superior del cuero está cubierta es cuando Usted ha aplicado los productos de mantenimiento del cuero según lo recomendado y el tratamiento no rinde como se espera. Los defectos del cuero están excluidos de la cobertura. Están excluidos de la cobertura los laterales de los colchones, la base del colchón y los resortes de la caja, los daños causados por mascotas (que no sean los fluidos corporales de la mascota), tales como los daños causados por los dientes, picos o garras; (¿está lo siguiente debidamente excluido?) las telas tales como el nubuck, ante, pieles de animales y otros cueros sensibles; piedra falsa, piedra fósil, mármol, latón o cromo.**

14) **PRODUCTOS QUE NO PUEDEN SER CUBIERTOS:** Este Plan no brinda servicios para los Productos usados para fines comerciales o institucionales. Este Plan solo está disponible para productos nuevos comprados a Conn's

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15) **SERVICIOS NO CUBIERTOS:** Este Plan no cubre el servicio, mantenimiento, reparación o reemplazo necesitado por alguna pérdida o daño resultante de una causa que no sea el uso normal, tal como, pero no taxativamente, la pérdida o el daño debidos al mal uso, abuso, reparación por terceros no autorizada, impacto con algún otro objeto, pérdida o daño resultantes de la falta de aplicación del mantenimiento o de la inspección recomendados por el fabricante, productos o accesorios adicionados, accesorios, oxidación, corrosión, pérdida de la batería, arena, suciedad, infestación de insectos, daños o manchas causados por actos de Dios, incendio, agua, tormentas de viento, granizo, terremotos, exposición al sol u otra fuente de calor, exposición al frío, robo, negligencia, tumultos o cualquier otro peligro.

16) **LO QUE USTED DEBE HACER:** Usted debe darle a Su Producto una limpieza hogareña normal. Usted permitirá las inspecciones requeridas para determinar el alcance del servicio requerido bajo los términos de este Contrato.

17) **RENOVACIONES:** Este Plan no es renovable.

18) **TRANSFERENCIA:** Este Plan no es transferible.

19) **CANCELACIÓN:** Usted puede cancelar este Plan en cualquier momento por cualquier razón enviando por correo la solicitud de cancelación por escrito y la copia original de este Plan a Conn's al domicilio indicado anteriormente, o mediante correo electrónico a www.conns.com. Si Usted cancela este Plan dentro de los primeros 30 días después de recibir este Plan, Usted recibirá el reembolso total menos los reclamos pagados. Si Usted cancela después de los primeros 30 días de recibir este Plan, Usted recibirá un reembolso prorrateado sobre la base del tiempo restante de Su Plan, menos el 10% del precio del Plan de servicio o veinticinco dólares ($25.00), lo que fuere menos, y menos los reclamos pagados bajo el Plan, cuando lo permitiere la ley. Conn's podrá cancelar este plan por fraude, falsas manifestaciones importantes o Su falta de pago del Plan o del Producto Cubierto. Si Nosotros canceláramos, se le reembolsará a Usted le precio de compra no devengado prorrateado de este Plan, menos los reclamos pagados. Nosotros también podremos cancelar este Plan por la violación de alguno de los términos y condiciones del Plan, o si le fuere requerido hacerlo por alguna autoridad regulatoria. Los reembolsos adeudados y no pagados por Nosotros dentro de los 30 días incluirán una penalidad del 10% por mes.

20) **DEDUCIBLE:** No hay ningún pago deducible requerido para la cobertura descrita en este Plan.

21) **ARBITRAJE O MEDIACIÓN:** Si usted y Conn's no pudieren acordar una solución satisfactoria de una controversia con relación a la reparación o reemplazo del Producto cubierto por este Plan, después de los esfuerzos razonables de parte suya y de Conn's para resolver las cuestiones pendientes, O si usted sintiere que Conn's no está cumpliendo con sus obligaciones en virtud de este Plan, las siguientes acciones están a su disposición de acuerdo con los términos de este Contrato. Si usted no comprende estas disposiciones y acciones le recomendamos que busque el asesoramiento de un abogado para que lo ayude a entender sus derecho de hacer valer los términos de este Contrato.

AVISO DE ACUERDO DE ARBITRAJE

Este contrato establece que todas las controversias entre usted y nosotros serán resueltas mediante mediación o ARBITRAJE VINCULANTE.

De ese modo usted ABANDONA SU DERECHO A IR ANTE UN TRIBUNAL para deducir o defender sus derechos bajo este contrato (SALVO por cuestiones que puedan ser llevadas ante un TRIBUNAL DE PEQUEÑOS MONTOS).

* Sus derechos serán determinados por un ÁRBITRO NEUTRAL y NO por un juez o un jurado.

* Uste tiene derecho a una AUDIENCIA JUSTA, PERO los procedimientos de arbitraje son MÁS SIMPLES Y MÁS LIMITADOS QUE LAS NORMAS QUE SE APLICAN ANTE UN TRIBUNAL.

* Las decisiones del árbitro son tan ejecutables como cualquier orden de un tribunal y están sujetas a UNA REVISIÓN MUY LIMITADA POR UN TRIBUNAL.

* Usted puede, pero no se le requiere, tener un abogado para la mediación o arbitraje.

PARA MÁS DETALLES,

* Lea la cláusula 22 más abajo

* Llame a la Asociación Norteamericana de Arbitraje al 1-800-778-7879

* Para pedir una mediación o arbitraje, consulte el sitio web de la Asociación Norteamericana de Arbitraje en www.adr.org

22) **PROGRAMA DE SOLUCIÓN DE CONTROVERSIAS (MEDIACIÓN Y ARBITRAJE)**

Según se usan en esta Disposición, "Usted" y "Su" significa la persona o personas nombradas en este Contrato y todos sus herederos, supérstite, cesionarios y representantes. Y "Nosotros" y "A nosotros" significa el Obligado identificado anteriormente y se considerará que incluyen a todos sus agentes, compañías relacionadas, sucesores y cesionarios, y a todo minorista o distribuidor de sus productos (incluyendo, no taxativamente a Conn's), y a todos los consignatarios, licenciatarios y empleados de cualquiera de las entidades mencionadas.

Todas y cada una de las controversias nacidas de o relacionadas con este Contrato de Servicio o con cualquier acuerdo previo entre las partes, incluyendo, no taxativamente, la violación de ese acuerdo(s), se resolverán exclusivamente de acuerdo con el Programa de Solución de Controversias, cuyo último paso es el arbitraje vinculante ante un árbitro único.

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Las partes intentarán primero solucionar toda controversia en forma informal a través de la negociación. En el caso de que esos esfuerzos fallaren, cualquiera de las partes podrá exigir la mediación enviando una notificación por escrito a la otra. Las mediaciones serán administradas por la Asociación Norteamericana de Arbitraje (la "AAA") de acuerdo con sus Procedimientos de Mediación Comercial, disponibles en el número telefónico y sitio web de la AAA mencionados anteriormente. La mediación tendrá lugar en un momento y lugar mutuamente conveniente, o, si las partes no se pusieren de acuerdo, en el momento y lugar designado por el mediador de acuerdo con los Procedimientos de Mediación Comercial.

Si la mediación no resolviere la controversia o la mediación no fuere exigida, todas y cada una de las controversias se solucionarán mediante 1) arbitraje vinculante ante un árbitro único o 2) si la controversia estuviere dentro del alcance de su jurisdicción, un tribunal de pequeños montos. Los arbitrajes serán administrados por la AAA de acuerdo con sus Procedimientos Acelerados de las Normas de Arbitraje Comercial y los Procedimientos Complementarios para Controversias relacionadas con Consumidores, vigentes al momento en que el reclamo es presentado ante la AAA. Los términos de esta Disposición regirán toda incongruencia entre las Normas de la AAA y esta Disposición. Usted podrá obtener una copia de las Normas de la AAA llamando al (800) 778-7879 o visitando el sitio web de la AAA en www.adr.org. Los honorarios por el arbitraje serán determinados por el árbitro de acuerdo con los Procedimientos Complementarios para controversias relacionadas con Consumidores. El árbitro aplicará el derecho sustantivo pertinente y los plazos de prescripción aplicables y dará consideraciones de hecho y conclusiones de derecho fundadas y por escrito. EL ÁRBITRO ESTÁ FACULTADO PARA OTORGAR LA REPARACIÓN QUE ESTUVIERE DISPONIBLE EN UN TRIBUNAL BAJO EL SISTEMA DE COMMON LAW O EL DE EQUITY, INCLUYENDO, NO TAXATIVAMENTE, LOS RECURSOS EN VIRTUD DE LAS LEYES DE PROTECCIÓN AL CONSUMIDOR APLICABLES. El arbitraje tendrá lugar en un lugar mutuamente conveniente o, si las partes no se pusieren de acuerdo, en el momento y lugar designado por el árbitro de acuerdo con los Procedimientos Complementarios para Controversias relacionadas con consumidores. Esta Disposición es parte de una operación que involucra al comercio inter-estadual y será regida por la Ley Federal de Arbitraje, Código de los EE.UU. 9, § 1 *et seq.* **Si alguna parte de esta Disposición sobre Arbitraje fuere declarada inválida o inexigible, ello no invalidará el resto de las partes de la Disposición sobre Arbitraje.** Esta Disposición sobre Arbitraje producirá sus efectos en beneficio de Usted y de Nosotros y será vinculante para Usted y para Nosotros, y su Disposición continuará teniendo plena fuerza y efecto luego y no obstante del vencimiento de la conclusión de este Contrato.

Usted acepta que todo procedimiento arbitral sólo considerará Sus Reclamos. Los reclamos por o en nombre de otras personas no serán sometidos a arbitraje en un procedimiento que esté considerando Sus Reclamos.

Usted y Nosotros entendemos y acordamos que en razón de esta DISPOSICIÓN sobre arbitraje, ni usted ni nosotros tendremos el derecho de acudir a un tribunal salvo según lo dispuesto precedentemente ni de tener un juicio por jurado ni de participar como miembro de una clase de demandantes perteneciente a algún reclamo.

Los siguientes Requisitos Específicos de los Estados se aplicarán si Su Plan fue adquirido en uno de los siguientes estados y sustituye a cualquier otra disposición en contrario contenida en el presente:

Aviso para los residentes de Louisiana: ARBITRAJE: La disposición sobre arbitraje está eliminada en su totalidad.

Aviso para los residentes de Texas: CANCELACIÓN: Ante la cancelación por Conn's, se enviará por correo aviso por escrito previo sobre la cancelación, indicando la fecha de validez y la razón para la cancelación, al titular del Plan, al último domicilio conocido, por lo menos 5 días antes de la fecha de validez de la cancelación. No se requiere el aviso previo si la razón de la cancelación es la falta de pago del precio de compra del Producto Cubierto, o del PLAN, o una falsa manifestación importante por parte Suya con relación al bien cubierto o a su uso, o una violación sustancial de Sus deberes con relación al producto cubierto o su uso

LAS PÉRDIDAS CUBIERTAS POR LA GARANTÍA DEL FABRICANTE ESTÁN SUJETAS A LO SIGUIENTE: *Si el Producto Cubierto fuere reparado o reemplazado por Conn's debido a un defecto por el cual el fabricante o sus agentes o proveedores pudieren ser legalmente responsables en forma separada y aparte de, o no obstante, los términos de la garantía del fabricante, Usted acuerda subrogar y ceder a Conn's todos sus derechos de obtener una indemnización contra el fabricante, hasta el monto pagado a usted por Conn's o el costo del producto de reemplazo que Conn's le diere a Usted. Se le reembolsará a Usted los costos y gastos razonables incurridos por usted en conexión con su subrogación y cesión a Conn's de sus derechos contra el fabricante, incluyendo los honorarios razonables de abogados y otros costos relacionados en forma congruente con su cumplimiento.*

Si usted tuviere alguna queja no resuelta por Conn's, usted puede comunicarse con su Oficina local de Mejores Negocios o con la Oficina del Procurador General de su estado de residencia: www.TexasAttorneyGeneral.gov; www.oag.state.ok.us; o www.ag.state.la.us.

La firma del cliente reconociendo el recibo y su entendimiento de este Contrato está en la Factura a que se hace referencia anteriormente a la cual este Contrato está adjunto.

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Repair Service Agreement Plan ("RSA")

Plan del Acuerdo de Servicio de Reparación ("PSR")

What is it?

Conn's offers you the opportunity to purchase repair service plan agreements from Federal Warranty Service Corporation for products that you purchase from us. Conn's is the administrator of the program. The coverage period begins the day you purchase the product and overlaps the manufacturer's warranty, providing coverage for a period of two, three, or four years, depending on the product. **The terms and conditions of the RSA control the rights and obligations of the parties to that Agreement. Please read those carefully before agreeing to purchase this Agreement.**

What are the additional benefits to having an RSA during and beyond the manufacturer's warranty period?

During the manufacturer's warranty period, you get the manufacturer's coverage, plus an RSA covers things the manufacturer's warranty does not. After the expiration of the manufacturer's warranty, Conn's will continue to cover your product for a period of time depending on the length of the RSA you purchase. With an RSA:

- Conn's service will repair your product in the event of a covered breakdown. No need to contact the manufacturer for repair.
- Conn's maintains all information about your purchase for manufacturer warranty coverage.
- You're covered against product failure caused by power surges.
- There's no charge to you if no problem is found on a service call.
- You have food loss up to $150 for refrigerators and $250 for freezers.
- Conn's provides customer education on product usage.

What else does an RSA cover?

- Conn's will make all necessary repairs and replacement of parts for the covered product according to the terms of the RSA. See Repair Service Agreement for terms and conditions.
- Conn's will replace the covered product with the same or a like product or, if the product is unavailable, Conn's will issue a store credit or gift card for the original purchase price of the covered product, in the event of one of the following: (i) if the covered product is non-repairable, (ii) if repair parts are not available within 10 business days of the service call, (iii) if the total repair cost for the product will exceed the cost to replace the product, (iv) if the total time to repair the product from the date of the initial service call exceeds 30 days, or (v) if Conn's is unable to repair the product after three attempts.
- Replacement will not exceed the original purchase price.
- The replacement product is also covered for service during the remaining term of the RSA.

Are there any exclusions or limits on this coverage?

Yes. Federal Warranty Service Corporation excludes damage caused by negligence, corrosion and rust, theft or damage caused by fire, flood and tornados. The coverage does not pay for consumable products like water filters, knobs, antennas, software, disks, cartridges or blades. See Repair Service Agreement Terms and Conditions for further details.

What other things are not covered?

Routine cleaning and maintenance is not covered, nor is commercial use of the product. See Repair Service Agreement Terms and Conditions for further details.

Can I cancel my Repair Service Agreement?

Yes. You have the right to cancel at any time. You will receive a full refund if you cancel within 30 days of purchase and no repairs have been made on the covered product. If repairs have been made, your refund will be reduced by the amount of those repairs. If you cancel after 30 days from date of purchase, you will receive a pro rata refund based on the time expired less a $25 cancellation fee, or 10% of the purchase price (whichever is less), less the cost of any claims paid. [Texas and LA only].

Am I required to purchase an RSA?

No. It's optional, but you will only have the manufacturer's warranty if the product needs repair or breaks down.

Will Conn's still service the product even if I don't buy the RSA?

Yes, but you will be covered only by the manufacturer's warranty. After the manufacturer's warranty expires, you will have to pay for service and repair.

What if Conn's cannot repair the product I purchased?

After 30 days or three attempts within 12 months to repair the same problem with the product, if Conn's is unable to repair it, Conn's will provide a replacement product. If the same product is not available, Conn's will provide a new product with equal or similar features and functionality up to the original purchase price of the covered product if available. If you refuse the replacement product, Conn's will give you a store credit, check or gift card in an amount equal to the current retail price of an equivalent replacement but no greater than the amount of the original purchase price.

What should I do if I have a complaint about service, or cannot get satisfaction from the normal service department of Conn's?

Call Conn's customer helpline at 1-877-358-1252 if you have not obtained satisfaction from Conn's service department.

NOTE: YOU SHOULD READ THE TERMS AND CONDITIONS OF THE REPAIR SERVICE AGREEMENT CAREFULLY BEFORE YOU DECIDE TO BUY IT.

Our recent experience tells us about 30% of our R[illegible]ered products are repaired, replaced or credit giv[illegible] customers who have purchased Replacement Se[illegible]m of their coverage.

Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
ED101J015780872
By: Wanda Chambers

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¿Qué es?

Conn's le ofrece la oportunidad de comprar un plan de acuerdo de servicio de reparación a la Corporación Federal del Servicio de Garantía, para productos que usted nos haya comprado. Conn's es el administrador de programa. El periódo de cobertura comienza el día que usted compra el producto y coincida en parte con la garantía del fabricante, proporcionando cobertura por un periódo de dos, tres ó cuatro años, dependiendo de el producto. **Los términos y condiciones de el PSR, controlan los derechos y obligaciones de la partes de ese Acuerdo. Por favor lealos cuidadosamente antes de aceptar comprar este Acuerdo.**

¿Cuáles son los beneficios adicionales de tener PSR durante y más alla del periódo de garantía del fabricante?

Durante el periódo de garantía del fabricante, usted obtiene la cobertura del fabricante, además el PSR cubre cosas que la garantía del fabricante no cubre. Después que la garantía del fabricante haya expirado, Conn's continuará cubriendo su producto por un lapso de tiempo dependiendo la duración del PSR que usted haya comprado. Con el PSR:

- El servicio de Conn's reparará su producto en el acontecimiento de una falla cubierta. No hay necesidad de contactar al fabricante para reparación.
- Conn's mantiene toda la información acerca de su compra para la cobertura de garantía del fabricante.
- Usted esta cubierto contra una falla del producto causado por alteración de corriente.
- No habrá costo para usted, si el problema es encontrado en una llamada de servicio.
- Usted tiene pérdida de alimentos, hasta $150 para refrigeradores y $250 para congeladores.
- Conn's provee educación para el cliente en el uso del producto.

¿Que más cubre el PSR?

Conn's realizará todas las reparaciones necesarias y el reemplazamiento de partes para el producto cubierto, según los términos del PSR. Revise el Acuerdo de Servicio para términos y condiciones.

- *Conn's reemplazará el producto cubierto con el mismo ó un producto similar, ó si el producto no está disponible, Conn's emitirá crédito para la tienda o una tarjeta de regalo con la cantidad del precio de compra del producto cubierto. En el acontecimiento de uno de los siguientes: (i) si el producto cubierto no es reparable, (ii) si las piezas para su reparación no estan disponibles dentro de 10 días hábiles del día de la llamada de servicio. (iii) Si el costo total de la reparación del producto excede el costo de reemplazo del producto. (iv) Si el tiempo total para reparar el producto, desde la fecha de la llamada inicial de servicio excede 30 días, ó (v) Si Conn's es incapaz de reparar el producto después de tres intentos.*
- El reemplazo no excederá el precio de la compra original.
- El producto de reemplazo también se encuentra cubierto para servicio durante el término restante de el PSR.

¿Hay algunas otras exclusiones ó limitaciones en esta cobertura?

Si. La Corporación Federal del Servicio de Garantía excluye daños causados por negligencia, corrosión y oxidación, robo ó daño causado por fuego, inundación y tornados. La cobertura no paga por productos consumibles como filtros de agua, perillas, antenas, software, discos, cartuchos ó láminas. Consulte los Términos y Condiciones del Acuerdo de Servicio de Reparación para más detalles.

¿Que otras cosas no estan cubiertas?

Limpieza de rutina y mantenimiento, no están cubiertas, ni el uso comercial de el producto. Consulte los Términos y Condiciones del Acuerdo de Servicio de Reparación para más detalles.

¿Puedo cancelar mi Acuerdo de Reparación de Servicio?

Si. Usted tiene el derecho de cancelar en cualquier momento. Usted recibirá el reembolzo completo si usted cancela dentro de los 30 dias de compra y no haya habido reparaciones en el producto cubierto. Si han habido reparaciones, su reembolzo será reducido por la cantidad de esas reparaciones. Si usted cancela después de los 30 dias de compra, usted recibirá un reebolzo proporcional basado en el tiempo expirado, menos un pago de cancelación de $25. ó un 10% del precio de compra (cualquiera que sea menor), menos el costo de cualquier reclamo pagado (Texas y LA solamente).

¿Estoy obligado a comprar el PSR?

No, es opcional, pero usted solamente tendrá la garantía del fabricante, en caso de que el producto necesite reparación o falle.

¿Conn's seguirá dando mantenimiento a el producto, aún que no haya comprado el PSR?

Si, pero usted será cubierto(a) solamente por la garantía del fabricante. Después de que la garantía del fabricante expire, usted tendrá que pagar por servicio y reparación.

¿Que pasa si Conn's no puede reparar el producto que compre?

Después de 30 dias ó tres intentos en un plazo de 12 meses para reparar el mismo problema con el producto, si Conn's es incapaz de repararlo, Conn's proveerá un producto de reemplazo. Si el mismo producto no se encuentra disponible, Conn's proveerá un producto nuevo con iguales ó similares caracteristicas y funcionalidad hasta el mismo precio de compra del producto cubierto si esta disponible. Si usted se rehusa a reemplazar el producto, Conn's le entregará crédito de tienda, cheque ó una tarjeta de regalo con la cantidad igual al precio de compra actual ó un reemplazo equivalente, pero no mayor de la cantidad del precio de la compra original.

¿Que puedo hacer si tengo una queja acerca del servicio o no puedo estar satisfecho(a) con el Departamento de Servicio normal de Conn's?

Llame a la línea de ayuda al cliente de Conn's al 1-877-358-1252, si usted no ha obtenido satisfacción del Departamento De Servicio de Conn's..

NOTA: USTED DEBE LEER CUIDADOSAMENTE LOS TERMINOS Y CONDICIONES DEL ACUERDO DEL SERVICIO DE REPARACION ANTES QUE DECIDA COMPRARLO.

Nuestra experiencia reciente nos dice que casi un 30% de nuestros productos cubiertos por PSR, son reemplazados ó se le ha dado crédito a nuestros clientes que han comprado el Acuerdo del Plan de Reemplazo de Producto durante el plazo de sus coberturas.

Repair Service Agreement Plan

(Plan del Acuerdo de Servicio de Reparación)

EXHIBIT

Dp. 2

Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
CC1C1J 15790872
By: Wanda Chambers

Replacement Product Plan ("RPP")

Plan de Reemplazo de Productos ("PRP")

What is it?

Conn's offers you the opportunity to purchase a replacement plan agreement from Federal Warranty Service Corporation that covers certain products with a retail value of less than $500 that you purchase from us. Conn's is the administrator of the program. The coverage period begins the day you purchase the product and overlaps the manufacturer's warranty, providing for a one-time replacement during a 2-year term beginning at date of purchase. **The terms and conditions of the RPP control the rights and obligations of the parties to that Agreement. Please read those carefully before agreeing to purchase this Agreement.**

What are the additional benefits of the RPP beyond the manufacturer's warranty that comes with the product purchased?

During the manufacturer's warranty period, you get the manufacturer's coverage, plus the RPP covers things the manufacturer's warranty does not. With an RPP:

- You get quick replacement by Conn's in the event of a covered breakdown. No need to send the product to the manufacturer for evaluation and replacement.
- You're covered against product failure caused by power surges.

What else does RPP cover?

Your RPP continues to protect you once the manufacturer's warranty period ends:

- Conn's will replace a covered product with new product or a like replacement product if the product fails due to mechanical or electrical breakdown during normal usage, including a breakdown during a power surge. The product will not be replaced for normal wear and tear absent a mechanical or electrical breakdown. Please see the RPP Agreement for additional limitations and exclusions.
- If a like replacement product, at a price similar to the original price is not available, then Conn's will issue a store credit or gift card in the amount of the original purchase price of the product, or, if the customer requests, Conn's will refund the original purchase price of the product.
- If the product is replaced, then the obligations under the RPP have been fulfilled. If you wish to have the same coverage on the replacement product, you must purchase a new RPP.

Are there any exclusions or limits on this coverage?

Yes. Federal Warranty Service Corporation excludes damage caused by negligence, normal wear and tear, theft or damage caused by fire, flood and windstorm. The coverage does not pay for consumable products like batteries, light bulbs, antennas, software, disks, or cartridges. See Replacement Plan Service Agreement Terms and Conditions for further details.

Can I cancel my RPP Agreement?

Yes, if you have not used the Agreement to replace your product. You have the right to cancel at any time, but you can only get a full refund if you cancel within 30 days of purchase. If you cancel after 30 days, you will receive a pro-rata refund based on the time expired less a $25 cancellation fee, or 10% of the purchase price (whichever is less).

What do I do if my product breaks?

Bring it to the nearest Conn's location. Conn's will determine whether the product is covered by the RPP and whether replacement is required. You also may ship the product to Conn's. The instructions for shipping the product to Conn's are in the RPP Agreement. You will be responsible for all shipping costs.

Am I required to purchase an RPP?

No. It is optional but you will only have the manufacturer's warranty if the product breaks down.

Are repairs covered by the RPP?

No. The RPP provides only one replacement of the product. Repairs are not covered.

What should I do if I have a complaint?

Call Conn's customer helpline at 1-877-358-1252 if you have not obtained satisfaction from Conn's service department.

NOTE: YOU SHOULD READ THE TERMS AND CONDITIONS OF THE REPLACEMENT PRODUCT PLAN AGREEMENT CAREFULLY BEFORE YOU DECIDE TO BUY IT.

Our recent experience tells us almost 15% of our RPP covered products are replaced or credit given to our customers who have purchased Replacement Product Plan Agreements during the term of their coverage.

EXHIBIT
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¿Qué es?

Conn's le ofrece a usted la oportunidad de comprar un Plan de acuerdo de Reemplazo de la Corporación Federal de Servicio de Garantía, que cubre ciertos productos, con valor al por menor de menos de $500 que usted nos haya comprado. Conn's es el administrador de el programa. El periódo de cobertura comienza el día de la compra del producto y coincide en parte con la garantía del fabricante, con la condición de reemplazar una vez durante el término de 2 años, comenzando el día de la compra. **Los términos y condiciones de el PRP, controlan los derechos y obligaciones de la partes de ese Acuerdo. Por favor lealos cuidadosamente antes de aceptar comprar este Acuerdo.**

¿Cualés son los beneficios adicionales del PRP más allá de la garantía del fabricante que viene con el producto comprado?

Durante el periódo de la garantía del fabricante, usted obtendrá la cobertura del fabricante, además el PRP cubre cosas que la garantía del fabricante no cubre.
Con el PRP:

- Usted obtendrá reemplazo rápido en el caso de un desajuste cubierto. No tiene que mandar el producto con el fabricante para evaluación y reeplazo.
- Usted esta cubierto en contra de una falla del producto causado por alteración de corriente.

¿Que más cubre el PRP?

Su PRP continua protegiendolo una vez que el periódo de garantía del fabricante haya terminado:

- Conn's reemplazara el producto cubierto con un nuevo producto, o un producto similar, si el producto falla debido a un desperfecto mecánico ó eléctrico. El producto no se reemplazará por uso y desgaste normal ausente de una falla mecánica ó eléctrica. Por favor consulte el acuerdo PPR para limitaciones y exclusiones adicionales.
- Si el producto similar de reemplazo con precio similar al precio original no se encuentra disponible, entonces Conn's le emitirá crédito para la tienda ó una tarjeta de regalo con la cantidad del precio original del producto comprado, ó si el cliente lo requiere, Conn's le reembolzará el precio original del producto comprado.
- Si el producto es reemplazado, entonces las obligaciones bajo el PRP habrán sido cumplidas. Si usted desea tener la misma cobertura en el producto de reemplazo, usted deberá comprar un nuevo PRP.

¿Hay algunas otras exclusiones ó limitaciones en esta cobertura?

Sí. La Corporación Federal del Servicio de Garantía excluye daño causado por negligencia, uso y desgaste normal, robo ó daño causado por fuego, inundación ó tormenta. La cobertura no paga por productos de consumo como, baterias, focos, antenas, software , discos, ó cartuchos. Consulte los términos y condiciones del Acuerdo del Plan de Servicio de Reemplazo para más detalles.

¿Puedo cancelar mi Acuerdo PRP?

Sí, si usted no ha usado el Acuerdo para reemplazar su producto. Usted tiene el derecho de cancelar en cualquier momento, pero solo podrá obtener reembolzo completo si cancela dentro de los 30 dias de compra. Si usted cancela después de los 30 dias de compra, usted recibirá un reebolzo proporcional basado en el tiempo expirado, menos un pago de cancelación de $25, ó un 10% del precio de compra (cualquiera que sea menor).

¿Que hago si mi producto falla?

Llévelo a la locación más cercana de Conn's. Conn's determinará si el producto es cubierto por el PRP y si el reemplazo es requerido. Usted también puede enviar el producto a Conn's. Las intrucciones para el envio del producto a Conn's se encuentran en el Acuerdo PRP. Usted será responsable por el costo del envio.

¿Estoy obligado(a) a comprar el PRP?

No. Es opcional, pero usted solo tendrá la garantía del fabricante, si el producto falla.

¿Las reparaciones son cubiertas por el PRP?

No, el PRPsolo provee un reemplazo del produco. Las reparaciones no son cubiertas.

¿Que debo hacer si tengo una queja?

Llame a la línea de ayuda al cliente de Conn's al 1-877-358-1252, si usted no ha obtenido satisfacción del Departamento De Servicio de Conn's.

NOTA: USTED DEBE LEER CUIDADOSAMENTE LOS TERMINOS Y CONDICIONES DEL ACUERDO DEL PLAN DE REEMPLAZO DE PRODUCTO ANTES QUE DECIDA COMPRARLO.

Nuestra experiencia reciente nos dice que casi un 15% de nuestros productos cubiertos por PRP, son reemplazados ó se le ha entregado crédito a nuestros clientes que han comprado el Acuerdo del Plan de Reemplazo de Producto durante el plazo de sus coberturas.

Replacement Product Plan

(Plan de Reemplazo de Productos)

EXHIBIT

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Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
D-1-GN-15-790872
By: Wanda Chambers

Conn's FurnitureGard Plan

Plan de Protección de Muebles

What is it?

Conn's offers you the opportunity to purchase a service agreement to cover structural repairs and the removal of stains for furniture and certain bedding products that you purchase from us. The term of the coverage period is 48 months and begins the day you purchase the product.

How many products can be covered?

This plan may cover one single product, multiple products, matching sets and or groupings, depending on your coverage selection at the original time of purchase and your payment for that coverage. The maximum benefit for service or replacement(s) under this Plan is limited to an aggregate maximum of $25,000 during the plan term.

What types of stains are covered by the FurnitureGard Plan?

The plan covers only the following stains and no others:

- Household food and beverage stains
- Accidental/incidental staining from humans and pets, including saliva, urine, stomach fluid or blood
- Ballpoint pen ink
- Wax
- Crayon
- Facial cosmetics or nail polish
- Burn or singe marks (not from cigarettes or other tobacco products

You must report the stain within 15 days to avoid permanent setting of the stain

Your Products(s) must have been maintained through routine cleaning and maintenance, shielded from direct sunlight, whenever possible, and protected from prolonged exposure to heating sources, vents and radiators.

Conn's cannot guarantee an exact color match to fabric or leather due to differences in dye lots and natural grains.

Conn's will attempt to restore the damaged or stained area to like new condition, or may re-upholster the product or section of product. If Conn's cannot restore the product to like new condition, Conn's will replace the product.

See the FurnitureGard Comprehensive Plan Terms and Conditions for stains that are not covered and other limitations.

What else does the FurnitureGard Plan cover?

Repairs of:

- Accidental rips, punctures and tears
- Structural defects
- Structural damage occurring during normal residential use
- Surface damage to wood and laminate finishes, including chips, gouges, stains and water marks, during normal residential use

Repairs are limited by the terms and conditions of the Plan. See the FurnitureGard Comprehensive Plan Terms and Conditions for repairs that are not covered and other limitations.

EXHIBIT

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Are there any exclusions or limits on this coverage?

- Stains from dye, bleach, caustic solution, felt tip marker, tobacco products or chewing gum are not covered.
- Cover fading, color loss and or discoloration
- Normal wear and tear to fabrics and leathers, such as soiling from everyday use including body oil, hair oil, perspiration, darkened bodily contact areas.
- The only instance where cracking or peeling to the leather topcoat is covered is when you have applied the leather maintenance products as recommended and the treatment fails to perform as intended.
- Leather flaws and manufacturer's defects that cause rips, cuts or punctures are excluded from coverage.
- Exclusions from coverage are mattress sides, mattress bottom and box springs; pet damage other than pet bodily fluids such as damage from teeth, claws and beaks; fabrics such as nubuck, suede, split hides and other sensitive leathers; faux stone, fossil stone, marble, brass or chrome.
- See FurnitureGard Terms and Conditions for repairs that are not covered and other limitations.

Can I cancel my FurnitureGard Plan?

You have the right to cancel within 30 days of purchase and get a full refund less the cost of any repairs that have been made on the covered product. If you cancel after 30 days, you will receive a pro-rata refund based on the time expired less a $25 cancellation fee, or 10% of the purchase price (whichever is less), minus the cost of any claims paid.

We can cancel this plan.

If we do you shall be refunded the unearned pro rata purchase price of this plan, less any claims paid. We may cancel for fraud, material misrepresentation, or non-payment by you.

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¿Que es?

Conn's le ofrece la oportunidad de comprar un acuerdo de servicio para cubrir reparaciones estructurales y la eleminación de manchas para muebles y ciertos productos de cama que usted haya comprado con nosotros. El término del periódo de cobertura son 48 meses y empieza el día de la compra del producto.

¿Cuántos productos pueden ser cubiertos?

Este plan puede cubrir un solo producto, multiples productos, conjuntos similares y ó agrupamientos, dependiendo en su selección de coberturaen en el tiempo original de la compra y en su pago por esa cobertura. El beneficio máximo por servicio ó reemplazo(s) bajo este Plan es limitado a un agregado máximo de $25,000 durante el plazo del plan.

¿Que tipos de manchas son cubiertas por el Plan de Protección de Muebles?

El plan cubre solo los siguientes tipos de manchas y no otras:

- Manchas de comida y bebidas de hogar.
- Manchado de humanos y animales, accidentales/incidentales, incluyendo saliva, orina, fluído estomacal ó sangre.
- Tinta de bolígrafo.
- Cera
- Lápiz de color.
- Cosméticos faciales ó barniz de uñas.
- Quemadura o marcas individuales (no de cigarillos u otros productos de tabaco.

Usted debe reportar la mancha dentro de 15 dias, para evitar el manchado permanente.

Su producto(s) deben haber sido mantenidos por medio de una rutina de limpieza y mantenimiento, resguardado de la luz solar lo más posible y protegida de exposiciones prolongadas de fuentes de calor, ventiladores y radiadores.

Conn's no podrá garantizarle un color exacto que iguale la tela o cuero, debido a diferencias en los lotes de colorante y granos naturales.

Conn's intentará restaurar el área dañada ó manchada y dejarla como nueva, ó puede relapizar el producto ó sección del producto. Si Conn's no puede restaurar el producto a condición de nuevo, Conn's reemplazará el producto.

Consulte el Plan Completo de Protección de Muebles para términos y condiciones para manchas que no estan cubiertas y otras limitaciones.

¿Que más cubre el Plan de Protección de Muebles?

Reparaciones de:

- Roturas accidentales, pinchazos y rasgaduras.
- Defectos estructurales.
- Daño estrucural ocurrido durante uso residencial normal.
- Daño en la superficie para terminado de madera y laminado, incluyendo astilladuras, formones, manchas, marcas de agua durante uso normal residencial.

Las reparaciones son limitadas por los términos y condiciones de el plan. Consulte el Plan Completo de Protección de Muebles para términos y condiciones para manchas que no estan cubiertas y otras limitaciones.

¿Hay algunas otras exclusiones ó limitaciones en esta cobertura?

- Manchas de colorante, cloro, solución cáustica, marcador de la extremidad del fieltro, productos del tabaco ó goma de mascar no estan cubiertos.
- Desvanecimiento de la cubierta, pérdida de color o decoloración.
- Desgaste normal y rasgones de la tela y cuero, como el manchado por el uso diario incluyendo aceite del cuerpo, aceite del cabello, transpiración, areas de contacto corporales obscurecidas.
- El único caso donde el agrietado o rasgado del cuero de la cubierta es cubierto, es cuando usted haya aplicado los productos de mantenimiento del cuero como se hayan recomendado y el el tratamiento no cumple según lo previsto.
- Imperfecciones del cuero y defectos del fabricante que puedan causar, rasgones, cortaduras ó punturas son excluidas de la cobertura.
- Exclusiones de la garantía son los lados de los colchones, colchón de abajo, y la base del colchón; daño por animales con excepción de fluido del cuerpo, por ejemplo daño por los dientes, garras y picos; telas como cuero de vaca, gamuza, cueros divididos y otros cueros sensibles; imitaciones de piedra, fósiles de piedra, mármol, cobre ó cromo.
- Consulte los términos y condiciones de La Protección de Muebles para reparaciones que no esten cubiertas y para otras limitaciones.

¿Puedo cancelar mi Plan de Protección de Muebles ?

Usted tiene el derecho de cancelar dentro de los 30 dias de la compra y recibir el reembolzo completo, menos el costo de las reparaciones que se hayan hecho en el producto cubierto. Si usted cancela después de 30 dias, usted recibirá un reembolzo proporcional, basado en el tiempo de expiración, menos un cargo de cancelación de $25, ó 10% del precio de la compra (el que sea menos), menos el costo de cualquier reclamo pagado.

Podemos cancelar este plan.

Si lo hacemos, usted será reembolzado con el precio proporcional de compra para este plan, menos cualquier reclamo pagado. Podemos cancelar por fraude, mala representación del producto o falta de pago por usted.

Conn's FurnitureGard Plan

(Plan de Protección de Muebles)

EXHIBIT

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Filed 10 May 18 P5:50
Loren Jackson - District Clerk
Harris County
ED101J015790872
By: Wanda Chambers

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free number for information or to make a complaint at:

1-800-852-2244

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUMS OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de la compañía para información o para someter una queja al:

1-800-852-2244

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

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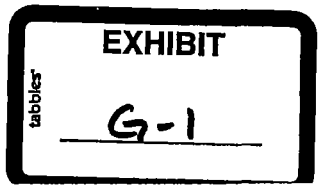

AMERICAN BANKERS LIFE ASSURANCE COMPANY
AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

Consumer Bill of Rights For
Credit Life, Credit Disability, and Involuntary Unemployment Insurance

AVISO: Este documento plantea sus derechos como asegurado. Usted tiene el derecho de llamar a su compañia y pedirle una copia en español de sus derechos como asegurado.

INTRODUCTION

This Bill of Rights is a summary of your rights and does not become a part of your policy or certificate. The Texas Department of Insurance adopted the Bill of Rights and requires insurance companies to provide you with a copy when they issue you a policy or certificate.

Texas and federal law give you certain rights regarding credit life, credit disability (also called credit accident and health), and involuntary unemployment insurance. This Bill of Rights identifies your most important rights, but it does not include all your rights. Also, there are some exceptions to the rights listed here. If your creditor, seller, agent, company, or adjuster tells you that one of these rights does not apply to you, contact the Texas Department of Insurance at 1-800-252-3439.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

INFORMATION

1. You have the right to call the Texas Department of Insurance free of charge at 1-800-252-3439 to learn more about:
   - your rights as an insurance consumer;
   - the license status of an insurance company or agent;
   - an insurance company's financial condition;
   - the complaint ratio and type of consumer complaints filed against an insurance company;
   - an insurance company's rate as compared to the maximum rate set by the State; and
   - other consumer concerns.

2. You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy or certificate. This requirement does not apply to small insurance companies.

BUYING INSURANCE

3. You have the right to a written notice clearly stating whether you are required to provide insurance in order to receive credit, and if so, what type of insurance is required.

4. The total cost of credit means the total dollar amount you have to pay during the term of the loan in order to get a loan. Your creditor must tell you in writing the total cost of credit (finance charge) and the annual percentage rate (APR). If your creditor requires credit insurance, then these figures must include the credit insurance premiums.

5. Your creditor and insurance company cannot make untrue, misleading, or deceptive statements to you relating to insurance.

6. You have the right to use other insurance policies instead of buying credit insurance. For example, you can use a term life policy to satisfy the requirement for credit life insurance. If credit insurance is required, your creditor must tell you about this right before your credit transaction is completed.

7. If your creditor offers to sell you credit insurance, you have the right to be told in writing the full cost of the credit insurance before you buy it.

8. If you buy credit insurance, your creditor must give you a copy of your application for or notice of proposed insurance, a certificate, or a policy at the time your loan is made. If you are not given the policy or certificate at the time the loan is made, the insurance company must send you the policy or certificate within 45 days.

   The policy, certificate, application, or notice of proposed insurance must include the name and home office address of the insurance company and the amount and term of the policy. The application must also include a brief description of the coverages provided by the policy.

9. The insurance company must use policy forms that have been approved by the Texas Department of Insurance. Rates must also be approved except for:
   - credit life or disability insurance where the term of the loan or other credit transaction is more than 10 years;
   - credit insurance on first mortgages and commercial property loans; and
   - credit life and credit disability insurance which is paid for by your creditor.

10. If the premium for your credit insurance has not been fixed or approved by the Texas Department of Insurance, you must be told this in writing.

EXHIBIT
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CANCELLATION AND REFUNDS

11. You have the right to cancel the insurance policy at any time if you bought optional credit insurance or if you have substitute coverage for required credit insurance. When you cancel:
    - you have the right to receive a premium refund for the remaining policy term if you were charged a premium for the full term of the credit contract. The refund may be credited to your account immediately or when you pay off your loan.
    - the creditor must discontinue the charge if the credit insurance premium is charged monthly on a credit card.

12. Even if your credit card account requires credit insurance, you have the right to cancel that insurance if your creditor changes insurance companies.

    Thirty (30) days before the change takes effect, the creditor must give you written notice of:
    - its decision to change insurance companies;
    - any substantial decrease in coverage; and
    - any change in the premium.

13. If you:
    - pay off your loan early; or
    - cancel a policy,

    the insurance company must calculate your refund using the refund formula set out in your policy or certificate of insurance. This right does not apply if your refund is less than one dollar.

CLAIMS

14. When you or a beneficiary named in your credit insurance policy files a claim, the insurance company must process and pay the claim promptly. If the insurance company fails to meet the claims processing and payment deadlines in the Insurance Code and in the policy, you or the named beneficiary has the right to collect 18% annual interest and attorney's fees in addition to the claim amount.

    Generally, your insurance company must approve or deny the claim within 36 days after the company receives notice of your claim (plus the time you or the named beneficiary take to provide requested information) unless the company notifies you or the named beneficiary that more time is needed and states the reason. This additional period of time cannot exceed 45 days.

    If the claim is approved, your insurance company must pay the claim within 5 business days after they notify you they have accepted your claim.

15. Even if the beneficiary is not named in your credit life insurance policy, a claim on the policy must be processed and paid promptly. The insurance company must settle a claim within two months from the date it receives:
    - proof of death; and
    - proof that the claimant has the right to the proceeds.

16. You and your beneficiary have the right to reject any settlement amount offered by the insurance company. If the amount of your insurance coverage exceeds the loan pay-off, the settlement must include a cash payment for the excess amount.

17. If an insurer rejects a claim against your credit insurance policy, you and your beneficiary have the right to a written notice stating the reasons for the rejection.

18. You and your beneficiary have the right to be treated fairly and honestly when making a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance.

19. The credit insurance company cannot deny your claim or your beneficiary's claim because you made a false statement on your application unless the insurance company:
    - proves that the misstatement was material to your risk or actually contributed to the cause of your claim; and
    - notifies you that the contract will not be honored within 90 days of the date the company or its agent discovered the statement was false.

ENFORCING YOUR RIGHTS

20. You have the right to complain to the Texas Department of Insurance about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should
    - call 1-800-252-3439;
    - write to the Texas Department of Insurance, Consumer Services (111-1A), P.O. Box 149091, Austin, Texas 78714-9091; or
    - fax your complaint to (512) 475-1771.

21. If an insurance company violates your rights, you have the right to sue that company in court, including small claims court, with or without an attorney, or file a complaint with the Texas Department of Insurance.

22. You have the right to ask in writing that the Texas Department of Insurance make or change rules on any credit insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attention: Commissioner (112-1A), P.O. Box 149104, Austin, Texas 78714-9104.

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IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION (For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

It is possible that the Association may not cover your policy in full or in part due to statutory limitations.

ELIGIBILITY FOR PROTECTION BY THE ASSOCIATION

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, ONLY if the following conditions are met:
    1. The policyholder has a policy with a company domiciled in Texas;
    2. The policyholder's state of residence has a similar guaranty association; and
    3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

LIMITS OF PROTECTION BY THE ASSOCIATION

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of $500,000 for basic hospital, medical-surgical, and major medical insurance, $300,000 for disability or long term care insurance, and $200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of $100,000 under one or more policies on any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one life; or
- Total benefits up to a total of $5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 on any one life; or
- Present value of unallocated benefits up to a total of $5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- $300,000 on any one life with the exception of the $500,000 health insurance limit, the $5,000,000 multiple owner life insurance limit, and the $5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

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CERTIFICATE NO.

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

A Stock Insurance Company
Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596
Home Office: Miami, Florida

SCHEDULE

AGENT CODE	BRANCH CODE	LOAN NUMBER	MASTER POLICY NUMBER

FIRST INSURED DEBTOR	*AGE	BIRTHDATE MO. DAY YR.	THIS BOX ONLY GIVES NOTICE OF [illegible] ALLOWED UNDER THE GROUP MASTER POLICY *MAXIMUM AGE (BIRTHDATE) MAXIMUM [illegible] MAXIMUM AMOUNT OF INSURANCE $
JOINT INSURED	*AGE	BIRTHDATE MO. DAY YR.	

	FIRST BENEFICIARY (CREDITOR)	ADDRESS	SECOND BENEFICIARY

TERM OF INSURANCE MONTHS	EFFECTIVE DATE MO. DAY YR.	EXPIRATION MO. DAY YR.	ORIGINAL AMOUNT OF LIFE INSURANCE $
LIFE INSURANCE	☐ SINGLE OR ☐ JOINT	☐ LEVEL TERM ☐ DECREASING TERM	LIFE PREMIUM $
DISABILITY INSURANCE	☐ RETROACTIVE OR ☐ EXCLUSION	MONTHLY PROCEEDS $	DISABILITY PREMIUM $
	☐ 14 OR ☐ 30 DAYS WAITING PERIOD		TOTAL PREMIUM $

DISABILITY INSURANCE IS ONLY FOR THE FIRST INSURED DEBTOR

SEE GENERAL INFORMATION SUMMARY PAGE

CERTIFICATE OF INSURANCE

LIFE INSURANCE

Benefit: We will pay the proceeds to the beneficiary:

1. when we receive proof of an insured's death and the right of the claimant to the proceeds; and
2. not later than two (2) months after such proof; and
3. subject to the provisions of:
   a. this certificate; and
   b. the Group Master Policy we issued to the creditor.

Joint life insurance: We insure two lives - the first insured debtor's and the joint insured's. The joint insured must be a spouse or business partner and be jointly and severally liable for repayment of the indebtedness.

Only one death benefit will be paid. The death of either insured will end the insurance on the other. If they die simultaneously, the proceeds will be paid for the first insured debtor.

Decreasing term life proceeds: The proceeds are the original amount until the first payment due date. Then, they reduce by an equal amount each month. This reduction is the original amount divided by the term of months.

Level term life proceeds: The proceeds are the original amount.

Suicide exclusion: No proceeds will be paid if an insured commits suicide:

1. while sane or insane; and
2. within two years of the effective date.

We will refund all premiums paid.

DEFINITIONS

The schedule shows:

1. the "original amount" of insurance; and
2. the "effective date" - the date the certificate is issued; and
3. the "maximum term" of insurance.

Certificate For Group Credit Insurance
Single or Joint Decreasing or Level Term Credit Insurance
Total Disability Credit Insurance
Nonparticipating - This Certificate Does Not Pay Dividends
Single Premium - Nonconvertible

EXHIBIT
G-3

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"The insured" - means:
1. for single life - the first insured debtor; or
2. for joint life - the first insured debtor and the joint insured.

"An insured" means:
1. for single life - the first insured debtor; or
2. for joint life - the first to die of:
   a. the first insured debtor; or
   b. the joint insured.

"Proof" means:
1. a certified copy of the death certificate; or
2. a court ordered decree of death.

"We," "us" and "our" refer to American Bankers Life Assurance Company of Florida.

TOTAL DISABILITY INSURANCE

Benefit: We will pay the monthly proceeds to the beneficiary:
1. when we receive proof that the insured:
   a. became disabled while insured;
   b. has been disabled for at least the waiting period shown in the schedule; and
   c. has received routine health care;
2. while the insured remains disabled; and
3. subject to the provisions of:
   a. the disability rider; and
   b. the Group Master Policy.

Amount of insurance: The monthly proceeds are the original amount of insurance divided by the term of months.

For each disability, the proceeds will be 1/30 of the monthly proceeds. The proceeds will be computed from:
1. for retroactive insurance – the first day of disability; or
2. for exclusion insurance – the end of the waiting period.

Coverage: This insurance is only for the first insured debtor - not the joint insured.

Exclusions: No proceeds will be paid for disability caused by:
1. normal pregnancy; or
2. elective abortion; or
3. intentionally self-inflicted injury; or
4. flight in nonscheduled aircraft; or
5. war, declared or undeclared; or
6. foreign travel or residence; or
7. preexisting illness.

Notice of a claim: Written notice of claim must be given:
1. within 20 days after disability occurs; or
2. as soon as is reasonably possible.

Give this notice to:
1. us at our Home Office; or
2. our agent.

Claim forms: We will give the claimant our forms:
1. for filing proof of disability; and
2. within 15 days after we receive notice of a claim.

The claimant can comply with the time limit for proof provision:
1. even if he does not get our forms; and
2. by giving us proof within the time limit about the disability's: a) occurrence; b) character; and c) extent.

Time limit for proof: Send us proof within 90 days after disability begins.

We will not deny or reduce a claim when proof is given:
1. as soon as is reasonably possible; and
2. within one year from the time limit above.

The time limit stops in the absence of legal capacity.

Our time limit on payment: We will pay the proceeds each month. We will pay any proceeds balance:
1. unpaid at the end of the term; and
2. after we receive proof of disability.

DEFINITIONS

"Disabled" or "disability" means:
1. during the first 12 consecutive months of disability – the insured is unable to perform the essential and customary duties of his occupation at the time the disability occurred; and
2. after the 12 consecutive months of disability – the insured is unable to perform the duties of any occupation for which he is reasonably fitted by: a) education; b) training; or c) experience.

Disability shall be computed from the first call of the physician.

"Health care" means medical: 1) advice; or 2) diagnosis; or 3) treatment. Health care must be received from a licensed physician other than the insured.

"The insured" and "an insured" mean the first insured debtor.

The "monthly proceeds" or "proceeds" are:
1. shown in the schedule; and
2. the amount we will pay for each 30 consecutive days of disability.

"Proof" means written proof acceptable to us that the insured suffers from: a) sickness; or b) injury. Upon our request, the insured shall give proof of his continuing disability.

"Preexisting illness" – means those conditions which:
1. the insured received medical diagnosis or treatment within the six months immediately preceding the effective date of coverage; and
2. caused a period of loss within six months following the effective date of coverage.

Any subsequent period of disability resulting from such condition that commences or recommences more then six months after the effective date of coverage will be covered.

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GENERAL PROVISIONS

Consideration: The insured is afforded the insurance:
1. that is shown in the schedule; and
2. if the premium has been paid.

Beneficiary: The proceeds will be paid to the creditor to pay off or reduce an insured's debt. If the proceeds are more than the unpaid balance, we will issue a check for the excess to:
1. for disability proceeds – the insured, if living; or
2. the second beneficiary named by an insured, if any; or
3. an insured's estate.

Misstatement of age: Our liability is limited to a refund of all premiums when the insured, on the effective date:
1. misstated his age; and
2. at his correct age, would reach the maximum age shown in the schedule, on the date the debt matures.

In the event we accept a premium on a debtor who has reached the maximum age in the schedule, and he has correctly stated his age on the application, we will refund such premium within 90 days of the effective date, and prior to a claim, during the insured's lifetime. If we do not return the premium within 90 days of the effective date and prior to a claim, coverage will remain in full force and effect.

Incontestability: We will not contest the validity of the policy:
1. after it has been in force for two years from its date of issue; and
2. except for non payment of premium.

Also, no statement made by any person insured under the policy relating to his insurability shall be used:
1. in contesting the validity of the insurance with respect to which such statement was made; and
2. after the insurance has been in force:
   a. for a period of two years; and
   b. during the insured's lifetime; and
3. unless used prior to the date on which the claim occurred; and
4. unless it is in a written application signed by the insured and a copy has been given to him or his beneficiary.

We reserve the right to contest any fraudulent misstatement regarding disability coverage at any time.

Term of insurance: The term of this insurance shall begin on the effective date. The term shall end on the sooner of:
1. the scheduled maturity date of the debt; or
2. the expiration date shown in the schedule; or
3. the end of the maximum term; or
4. the date the debt is repaid, renewed, or refinanced; or
5. the date of death.

Termination of the insurance upon discharge of the indebtedness will be without prejudice to any claim arising prior to said termination.

Renewal or refinancing of the debt: If the debt is renewed or refinanced:
1. the insurance under this certificate stops;
2. we will refund the unearned premium; and
3. the effective date of new insurance is the date the debt was first insured to the extent:
   a. that the effective date affects the group policy; and
   b. of the amount and term of the debt outstanding on the date of the renewal or refinancing.

Refunds: A refund of unearned premium will be made if the underlying debt or the insurance terminates before the originally scheduled termination date of the insurance, including termination of a debt by renewing or refinancing the debt, you shall be entitled to a refund or unearned premium. The Creditor shall provide notice to Us of the termination of the debt no later than 60 days after the termination of the insurance. The notice shall include your name and address and the payoff date of the underlying debt. The premium will be deemed not fully earned:
1. for life – if the prepayment results from the proceeds of a disability claim;
2. for disability – if the prepayment results from the proceeds of a death claim.

The gross life premium will be refunded if we deny a death claim on the basis of a policy exclusion. In this event, the unearned disability premium will be refunded. Any unearned premium will be:
1. computed by:
   a. for decreasing and level life – the Rule of Anticipation; or
   b. for disability – the average of the "Rule of 78s" and pro rata; and
2. paid or credited to the insured; or
3. paid to the secondary beneficiary – if the insured is not living.

No charge will be made for the first 15 days of a loan month. For 16 days or more, a full month will be charged. No refund or credit shall be made if the amount is less than $3.00.

Excess coverage: The proceeds we will pay do not include any amount in excess of the maximum amount and term shown in the schedule. We will refund the excess premium within 90 days of the effective date and prior to a claim, during the insured's lifetime. If we do not return the premium within 90 days of the effective date and prior to a claim, coverage will remain in full force and effect.

Entire contract: The entire contract consists of:
1. the insured's application, if any;
2. the Group Master Policy; and
3. the creditor's application;

All statements made by the insured are deemed to be representations - not warranties.

Modification of contract: No agent can change this certificate or alter its terms. Changes can be made only by written endorsement signed by our 1) president; or 2) secretary.

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Conformity with state statutes: The certificate is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

Physical exams and autopsy: We have the right and opportunity to examine the insured:

1. at our own expense;
2. while a claim is pending; and
3. as often as we may require.

We also have the right to make an autopsy:

1. in case of death; and
2. where it is allowed by law.

Legal action: No action at law or in equity may be brought:

1. before 60 days after we receive proof; or
2. more than 3 years after the time limit for proof.

DEFINITIONS

"Date of death" means the date of an insured's death.

"In force" means this certificate is in effect; premiums are paid and all other conditions are met.

"He," "his," and "him" refer to both genders.

"Proceeds" means the amount of insurance we will pay as a benefit.

SECRETARY

PRESIDENT

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AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244
(Stock Company)

SCHEDULE

INVOLUNTARY UNEMPLOYMENT INSURANCE - CERTIFICATE OF INSURANCE

Certificate Number:

IUR - _____

Master Policy Number

MUR - _____

POLICYHOLDER (Creditor)

•
•
•

SEE GENERAL INFORMATION SUMMARY PAGE

Effective Date of Coverage	
Expiration Date of Coverage	
Monthly Benefit	$
Term of Coverage	Mos.
Monthly Benefit X Term	$
Premium Factor	X.
Total Premium	$

MAXIMUM MONTHLY BENEFIT $500.00

MAXIMUM TERM _____ MONTHS

NOTICE: THE BENEFITS PROVIDED BY THIS COVERAGE ARE LIMITED. UNEMPLOYMENT INSURANCE ONLY COVERS YOU. IT IS NOT JOINT COVERAGE.

DISCLOSURE OF GUARANTY FUND NON-PARTICIPATION

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificate holder is not protected by an insurance guaranty fund or other solvency protection arrangement.

In return for the premium, reliant on **your** statements and subject to the terms of this agreement, **we** agree with **you** and the **Creditor** as follows:

INSURING AGREEMENTS

I. What do we cover?

A. **We** will pay the **Creditor your Monthly Benefit** subject to the terms described herein.

B. **You** must become unemployed due to:

1. **Individual or Mass Layoff**.
2. **General strike**.
3. **Termination by employer**.
4. **Unionized labor dispute**.
5. **Lockout**.

C. Payment is afforded under **general strike** or **unionized labor dispute** as long as:

1. **You** are not participating, interested in, or helping to finance the **general strike** or **unionized labor dispute**; and
2. **You** are not disqualified from receiving unemployment benefits under the state's law with regard to **your** participation in a **general strike** or **unionized labor dispute**.

II. What are the Limits of Liability?

A. The **Monthly Benefit** payable shall not exceed the **Maximum Monthly benefit** shown on this Certificate.

Countersigned at _____ Date _____ Authorized Representative _____

EXHIBIT G-4

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B. Benefits for each **term of coverage** may not exceed the table below.

TERM OF COVERAGE	TOTAL BENEFITS PAYABLE
less than or equal to 15 month term	12 monthly benefits
16 - 21 months	13 monthly benefits
22 - 27 months	14 monthly benefits
28 - 33 months	15 monthly benefits
34 - 39 months	16 monthly benefits
40 - 45 months	17 monthly benefits
greater than or equal to 46 month term	18 monthly benefits

C. The number of benefits may not exceed the remaining unpaid loan payments at the time of loss.

D. Eligibility for benefits will begin on the thirty-first (31st) day of involuntary unemployment. **We** will pay retroactively starting with the first day. After the initial payment, **we** will pay 1/30th of the **Monthly benefit** for each day of the unemployment period, if the period of unemployment for which the benefits are to be paid is less than 30 days.

III. Who is eligible for this insurance?

A. Only one **Debtor** shall be named in this certificate. No joint coverage available.

B. **You** must be working for pay at least 30 hours a week. **You** must have done so for at least 12 consecutive months on the **Effective date** of the Certificate. Employment interruption for less than 30 consecutive days shall not be used to eliminate **you** from eligibility.

C. **You** must have a legally enforceable loan agreement with the **creditor**.

D. **You** must be actively employed for 90 days prior to the **effective date** for wages or profits:
1. in a non-seasonal occupation, and
2. for the same employer.

IV. When are you eligible for Benefits?

A. **You** have been involuntarily unemployed for 30 consecutive days for any reason described in the section - "I. What do **we** cover?".

B. **You** have qualified for State Unemployment Benefits or registered for work with a State Employment Office or employment agency if loss occurred by layoff or **employer termination**. **You** must remain registered during the Claim period.

C. **You** have provided proof of loss if unemployment was the result of a **general strike**, **unionized labor dispute**, or **lockout** from sources as determined by **us** at the time of loss.

D. **You** remained unemployed and have not received compensation for work performed during any thirty (30) day period for which benefits may be payable.

DEFINITIONS

"We", "us" and "our" - refer to American Bankers Insurance Company of Florida.

"You" and "yours" - refer to the Debtor to whom the Certificate of Insurance is issued.

"He", "his" and "him" - refer to both genders.

"Creditor" - refers to: (1) the person to whom the debt is owed; (2) the policyholder.

"Debtor" - refers to the person named first on the loan.

"Monthly Benefit" - the monthly benefit amount we will pay in case of a loss as stated on the Certificate Schedule.

"Maximum Monthly Payments" - the maximum monthly benefit payable equal to the scheduled monthly payment obligation of the debtor to the creditor, not to exceed the amount stated on the Certificate Schedule.

"Term of Coverage" - term of months the certificate is in force as stated on the Certificate Schedule

"Total Benefits Payable" - the maximum number of benefits provided, not to exceed the remaining scheduled unpaid total of loan payments at the time of loss.

"Employment income" - refers to salary, fees, wages.

"Effective date" - (1) the date the Certificate of Insurance is put in force; (2) the date shown on the Certificate schedule.

"Individual or Mass Layoff" - an ending of employment at the will of the employer.

"General Strike" - meaning a strike against all the employers in an industry or a territory. A simultaneous cessation or quitting of work by a body of workers acting in combination for the purpose of obtaining for themselves more desirable terms of employment.

"Termination by Employer" - a complete severance of the employer and employee relationship by the employer.

"Unionized Labor Dispute" - meaning a trade or labor union, through the coalition of its members, has authorized a strike to obtain higher wages, shorter hours of employment, better working conditions or some other concession from the employer by the employees stopping work at a

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preconcerted time, and it involves a combination of persons and not a single individual.

"Lockout" - meaning an employer's discharge of his employees because of a labor dispute or because of his dislike of his employees' activities as a union. The temporary closing of the place of employment by the employer without formally discharging the employees, the object being to discourage union activities or to gain acceptance of his views or compromise which is more favorable to him than the demands made by his employees.

"Willful misconduct" - a transgression of some established and definite rule of action, a forbidden act, a dereliction of duty, willful in character, improper or wrong behavior but not negligence or carelessness.

"Criminal misconduct" - unlawful behavior as determined by local, State or Federal law.

"Seasonal or temporary unemployment" - employment designed to last six (6) consecutive months or less.

"Self-employed" - earning income directly from one's own business, trade or profession rather than as a specified salary or wages from an employer.

"Independent contractor" - one who agrees to perform certain actions for another and is responsible only for the results but not subject to direction of the party hiring him.

"Pro rata basis" - the premium charge will be adjusted in proportion to the time the coverage has been in force.

"Business day" - means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

EXCLUSIONS

What is not covered?

A. Voluntary forfeiture of **employment income** unless circumstances surrounding voluntary forfeiture of **employment income** would not prohibit **you** from collecting benefits under the state's unemployment laws.
B. Quitting.
C. Retirement.
D. Loss of employment due to disability caused by accident, sickness, disease or pregnancy.
E. Loss of employment due to firing as a result of **willful misconduct** or **criminal misconduct**.
F. Seasonal or temporary unemployment.
G. If **you** become aware, either orally or in writing, of pending unemployment within 60 days prior to the **effective date** of this Certificate.
H. **Self-employed** persons or **independent contractors**.

CONDITIONS

I. Other Insurance: The insurance under this certificate is primary insurance.

II. Payments of Loss: Payments shall be made directly to the **Creditor** for **your** account.

III. Misrepresentation or Fraud: No statement made by or on **your** behalf, whether contained in the application or otherwise, shall be deemed to be a warranty of anything except that it is true to the best knowledge and belief of the person making the statement.

IV. Conformity with State Statutes: Terms in conflict, on the **Effective date** of coverage, with state statutes where the Certificate is issued are amended to conform with such statutes.

V. Payment of Premium: The total premium is due on the **Effective date**.

VI. Termination Provision: The coverage ends on the date **your** debt is canceled or on the expiration date of this Certificate. Return premiums, if any, will be computed on the **pro rata basis**.

VII. Cancellation of Certificate of Insurance:

A. By **You**: This insurance may be canceled by **you** upon written notice to **us** or the **Creditor** stating the **effective date**. If **you** cancel this insurance, return premium will be computed on the **pro rata basis**.

B. By **Us**: **We** may cancel this Certificate 45 days after giving written notice to **you**. **We** will not cancel the Certificate of Insurance based solely on the fact that **you** are an elected official.

Return premium will be computed on the **pro rata basis**. **You** are entitled to benefits for the entire period of unemployment prior to cancellation.

VIII. Assignment: The interest of the **Creditor** and/or **you** in the Master Policy and/or this Certificate of Insurance is not assignable unless written consent is obtained from **us**. If there exist such an assignment or transfer of interest without **our** consent, any liability under the Policy and/or this Certificate issued thereunder shall immediately cease.

IX. Suit Against **Us**: All suits or other actions must be filed within four (4) years after **you** discover the occurrence causing the claim. If, however, the state **you** purchased **your** Certificate has a different limitation, any action must be started within the shortest allowed time period within the state.

X. Notice of Claim: Notice of loss and written proof of loss must be filed with **us** or one of **our** authorized representatives. Notice of loss must be filed within

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90 days from the date of loss, or as soon after as is reasonably possible.

XI. Claim Forms: The **Creditor** will report all notices and proof of loss to **us** on forms provided by **us**. **We** will acknowledge receipt of **your** claim within 15 days of submission. If **we** or the **Creditor** do not furnish **you** with notice of loss forms within 15 days after the notice of claim, then **you** will be deemed to have complied with the filing of the notice of loss.

XII. Time Frame for Settlement of Claims: Within 15 days after **we** receive **your** written notice of claim, **we** must:

1. acknowledge receipt of the claim. (If **our** acknowledgment of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgment);
2. begin any investigation of the claim; and
3. specify the information **you** must provide in accordance with the certificate conditions. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify **you** in writing whether the claim will be paid or has been denied 15 days after **we** receive the information requested. If **we** do not approve payment of the claim, **we** will provide **you** with the reasons for denying the claim.

If **we** require more time for processing the claim, **we** must give **you** the reasons for requiring more time to process the claim. But **we** must either approve or deny the claim within 45 days after requesting more time.

If **we** notify **you** that **we** will pay the claim, or part of the claim, **we** must pay within 5 **business days** after **we** notify **you**.

If payment of the claim or part of the claim requires the performance of an act by **you**, **we** must pay within 5 **business days** after the date **you** perform the act.

In witness whereof, AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA has caused this Policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Company.

SECRETARY

PRESIDENT

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RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

PERSONAL PROPERTY COLLATERAL INSURANCE

DECLARATIONS

SCHEDULE

CERTIFICATE/POLICY #_____

Debtor (Borrower)	
Street Address	
City/State/Zip	
Insured (Creditor or Lender)	
Effective Date	Term of Insurance (months)
Limit of Liability – Property $	Property Insurance Premium $

SEE GENERAL INFORMATION SUMMARY PAGE

I hereby make application to the above named company for the insurance itemized in above schedule and declare that the purchase is entirely voluntary and has not been made compulsory by the creditor. The option has been extended to me to purchase the insurance from any company, or agent, of my choice. I freely choose the above named company and agent to whom this application is made and authorize the creditor to deduct from the proceeds of my note the aforesaid amount of my premium.

Signature of Insured	Signature of Joint Insured	Date	I Do Not Want Insurance
X	X	/ /	

RY0003DJJ-0306

EXHIBIT
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G-5

TXCLCP(CC)(CF)(V)-1108

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RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

LIMITS: MAXIMUM AMOUNT OF INSURANCE: $20,000

FOR A MAXIMUM TERM OF INSURANCE OF 60 MONTHS.

DEDUCTIBLE: $0 IF APPLICABLE

COVERAGES:

☐ PROPERTY – SINGLE INTEREST

☒ PROPERTY – DUAL INTEREST

N/A REVOLVING PROPERTY

ENDORSEMENTS:

Basic Property Collateral Insurance Coverage Form – RY0005EJJ
Extended Coverage Endorsement – RY0006EJJ
Theft Endorsement – RY0007EJJ
Replacement Cost Endorsement – RY0009EJJ
Additional Living Expense Endorsement – RY0011EJJ
Rental Expense Endorsement – RY0012EJJ
Arbitration Clause Endorsement – RY0020EJJ

CERTIFICATE

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DEFINITIONS

"Creditor" means the person or organization to whom a debt is owed and as shown on the Certificate Declarations Page.

"We," "Us" and "Our" means Reliable Lloyds Insurance Company.

"Debtor" means the borrower or purchaser as shown on the Certificate Declarations Page.

"Property" means the insured property described in the Certificate Declarations Page.

IN REGARD TO SINGLE INTEREST PERSONAL PROPERTY COVERAGE ONLY, WE DIRECT ATTENTION TO THE FACT THAT COVERAGE UNDER THIS CERTIFICATE PROTECTS THE INTEREST OF THE CREDITOR ONLY AND DOES NOT PROTECT THE INTEREST OF THE DEBTOR. THIS DOES NOT APPLY TO DUAL INTEREST PERSONAL PROPERTY COVERAGE.

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"Outstanding Balance" means the unpaid balance of the loan less:
1. payments more than 60 days past due;
2. unearned interest and finance charges; and
3. salvage.

"Insured" means:
1. for single interest coverage – the Creditor; and
2. for dual interest coverage – the Creditor and Debtor as their interests may appear.

INSURING AGREEMENT

We agree to provide the coverage outlined in this Certificate subject to:
1. the specific endorsements for which coverage is indicated on the Certificate Declarations Page;
2. the amount of insurance shown on the Certificate Declarations Page;
3. the payment of premium; and
4. all other policy terms and conditions.

GENERAL CONDITIONS

POLICY PERIOD/TERRITORY: Coverage applies to losses which occur on or after the Effective Date as shown on the Certificate Declarations Page.

Coverage ends when the first of the following occurs:
1. the expiration date shown on the Certificate Declarations Page; or
2. the loan is paid off. In instances where the loan is paid off by a refinance, coverage on the original loan remains in force until original Expiration Date.

The Property must be within:
1. the United States of America;
   a. its territories; or
   b. its possessions; or
2. Canada; or
3. transported between ports stated in 1. and 2. above.

DUTIES WHEN LOSS OCCURS: In the event of loss or damage to the Property, the Insured will:
1. promptly notify;
   a. Us; or
   b. the fire department in the event of loss or damage as a result of a fire; or
   c. the police in the event of loss or damage as a result of burglary, robbery or vandalism and malicious mischief; and
   d. Our authorized agent; and
2. file proof of loss:
   a. within 90 days from the date of loss; or
   b. as soon as reasonably possible; and
3. protect the Property from further damage.

A claim may be invalidated if the Insured fails, as stated above, to:
1. report the loss or damage; and
2. file proof of loss.

LEGAL ACTION: Before the Insured can bring legal action against Us, the Insured must:
1. comply with all Policy terms and conditions; and
2. do so within 1 year of the date of loss.

OTHER INSURANCE: This insurance is primary and will not be prorated with any other insurance covering the same loss.

NO BENEFIT TO BAILEE: The proceeds of this insurance may not be assigned to any carrier, bailee or other party.

FRAUD AND MISREPRESENTATION: Coverage will be void if, whether before or after a loss, the Insured conceals or misrepresents any material fact or circumstance relating to this insurance.

PAIR, SET OR PARTS: In the event of loss to a pair, set or parts, We will be liable as follows:
1. For any article(s) that are a part of a pair or set, We will pay a reasonable and fair proportion of the total value of the pair or set, with consideration given to the importance of such article(s). In no event will such loss mean total loss of the pair or set.
2. For any part of Property which consists of several parts when complete, We will be liable only for the value of the part lost or damaged.

APPRAISAL: If We or the Insured cannot agree on the amount of loss, then both have the right to select a competent and disinterested appraiser. A written request for appraisal must be made by the Insured or Us within 60 days after We receive proof of loss. The appraisers will select an umpire. If they fail to agree on an umpire after 15 days, then at Our or the

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Insured's request, the umpire will be chosen by a judge of a court of record in the county and state in which the appraisal is pending. The appraisers will determine the amount of loss. If they do not agree, then each appraiser will submit his appraisal to the umpire. The agreement of any two will determine the amount of loss.

The Insured will pay his appraiser and We will pay Ours. We will share equally in the expenses of the umpire and other expenses of the appraisal.

ABANDONMENT: There will be no abandonment to Us of any Property.

CANCELLATION: The Insured may cancel the Certificate at any time, by mailing written notice:
1. to Us; and
2. stating the effective date of cancellation.

We may cancel the Certificate by providing 45 days notice (10 days for nonpayment of premium) on the effective date of cancellation.

If the Certificate has been in effect for 60 days or more, We may cancel for the following reasons only:
1. nonpayment of premium;
2. the Certificate was obtained through a material misrepresentation;
3. an Insured violated the terms and conditions of the Certificate;
4. the risk originally accepted has measurably increased;
5. certification to the Commissioner of the loss of reinsurance that provided Us with coverage for all or a substantial part of the underlying risk insured; or
6. a determination by the Commissioner that the continuation of the Certificate could place Us in violation of the insurance laws of the State.

The mailing notice will be:
1. to the last known address of the Insured; and
2. sufficient proof of notice.

The end of the Policy period will be the date and hour stated in the cancellation notice. Delivery of the notice will be the same as mailing.

Upon cancellation, unearned premium will be computed:
1. Rule of 78 for single interest coverage; and
2. Pro rata for dual interest.

We will refund upon mailing of the notice of cancellation or as soon as practicable.

Cancellation is effective on the date the Insured requests cancellation regardless of whether or not payment of unearned premium has been made.

In calculating refunds upon termination, no charge may be made for the first fifteen days of a loan month, and a full month's premium may be charged for sixteen days or more of a loan month. No refund shall be made if the amount is less than one dollar ($1.00).

OUR RIGHT TO RECOVER: If We make a payment under this Certificate, the Insured will:
1. assign his rights of recovery against any:
   a. person; or
   b. organization; and
2. execute and deliver:
   a. instruments; and
   b. papers; and
3. do nothing after the loss to prejudice Our rights.

ASSIGNMENT: This Certificate is not assignable.

CONFORMITY TO STATE STATUTES: Any provisions of this Certificate which, on its Effective Date, are in conflict with the statutes of the state in which it is issued are hereby amended to conform to the requirements of such statutes.

IN WITNESS WHEREOF, We have caused this Certificate to be executed and attested by Our President and Secretary.

Mark Cooper
SECRETARY

Robert Hill
PRESIDENT

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RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

PERSONAL PROPERTY COLLATERAL INSURANCE PROGRAM
BASIC PERSONAL PROPERTY COLLATERAL INSURANCE FORM

In return for payment of premium, We agree to provide the following coverage:

We will provide coverage to the Insured, as his interest may appear, on Property:
1. offered as security or pledged as collateral in connection with a credit transaction; and
2. as described on the Certificate Declarations Page or Security Agreement

PERILS INSURED AGAINST

We will insure against sudden and direct accidental loss or damage to Property caused by:
1. fire or lightning;
2. collision, derailment or overturning of vehicle, collapse of bridges, while being transported by land conveyance; and
3. marine perils while on ferries and/or in cars or transfers in connection with land conveyances.

EXCLUSIONS

Coverage will not be provided against loss or damage:
1. due to frost, cold weather, ice, snow or sleet;
2. due to deterioration, unless it results from insured perils;
3. to motor vehicles, land conveyances, farm equipment, aircraft or boats and their equipment;
4. due to mechanical or electrical breakdown;
5. caused by the Insured's neglect to protect Property during and after any covered loss to the extent of the Insured's neglect;
6. caused by or resulting from:
   a. hostile or warlike action in time of peace or war, by any government or sovereign power, their military authority or agent, or by any armed forces;
   b. action taken by governmental authority in hindering, combating or defending against such an occurrence;
   c. seizure or destruction under quarantine or Custom's regulations; or
   d. contraband or illegal transportation or trade;
7. by nuclear reaction, nuclear radiation, or radioactive contamination;
8. to antiques or any unique articles. We do not insure the antiquity, uniqueness, aesthetic or sentimental value of such article(s);
9. to electronic apparatus accessories, television and radio antennas and outside wiring; or
10. to accounts, currency, securities, deeds, evidences of debt, records, books of record, manuscripts, bullion or stamp and coin collections.

SETTLEMENT OPTIONS

Our liability for loss or damage to the Property will be:

For Single Interest Coverage:
1. Partial losses - the cost to repair the damaged Property. If the Property is not repairable, We will pay the lessor of:
   a. actual cash value of the Property at the time of loss; or
   b. the Outstanding Balance of the loan at the time of loss;
2. Total losses - the Outstanding Balance of the loan at the time of loss.

For Dual Interest Coverage:
1. Partial losses - the cost to repair the damaged Property. If the Property is not repairable, We will pay the lesser of:
   a. actual cash value of the Property at the time of loss; or
   b. the Outstanding Balance of the loan at the time of loss.
2. Total losses - the lesser of:
   a. actual cash value of the Property at the time of loss; or
   b. the Outstanding Balance of the loan at the time of loss.

A deductible amount:
1. may apply if indicated on the Certificate Declarations Page; and
2. if applicable, will apply on a per occurrence basis.

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Loss will be made payable to:
1. for single interest - the Creditor; or
2. for dual interest - the Creditor to be applied to the account of the insured Debtor.

Our liability will not exceed the original amount of insurance as shown on the Certificate Declarations Page or Security Agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

RY0005EJJ-0306

RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

EXTENDED COVERAGE ENDORSEMENT

In return for additional premium, coverage for loss or damage will be extended to include the following Perils Insured Against:

Extended Coverage
1. windstorm; cyclone; tornado; hail; or explosion;
2. riot; riot attending a strike; and civil commotion;
3. aircraft or private passenger type vehicles;
4. smoke;
5. flood;
6. collapse of buildings;
7. rupture, cracking, burning or freezing of plumbing, heating or air-conditioning systems and domestic appliances; and
8. vandalism and malicious mischief.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

RY0006EJJ-0306

RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

THEFT COVERAGE ENDORSEMENT

In return for additional premium, coverage for loss or damage will be extended to include Theft (includes loss or damage caused by Burglary or Robbery) as a peril insured against.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

RY0007EJJ-0306

RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

REPLACEMENT COST COVERAGE ENDORSEMENT

In return for additional premium, the SETTLEMENT OPTIONS provision for Single and Dual Interest Coverage is amended as follows:

Our liability for loss or damage to the Property will be the lessor of:
1. cost to repair;
2. replacement cost of the Property; or
3. the original amount of insurance as shown on the Certificate Declarations Page or Security Agreement.

A deductible amount:
1. may apply if indicated on the Certificate Declarations Page or Security Agreement; and
2. if applicable, will apply on a per occurrence basis.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

ADDITIONAL LIVING EXPENSE ENDORSEMENT

In return for additional premium, We will pay for additional living expenses for temporary living quarters:

1. resulting from loss by a peril to the Property insured against;
2. necessary to maintain the normal standard of living of the Insured;
3. for the shortest time needed:
   a. to repair or replace the damaged Property; or
   b. for the Insured to relocate.

Our liability will:

1. begin 72 hours after the time of loss; and
2. be subject to a maximum of $200 per week for an aggregate per occurrence of $800.

No deductible applies to this coverage.

We will not pay for loss or expenses due to the cancellation of any lease agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

RY0011EJJ-0306

RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

RENTAL EXPENSE REIMBURSEMENT ENDORSEMENT

In return for additional premium, We will pay for reasonable expenses incurred for rental of replacement property resulting from loss or damage to the Property because of a peril insured against. To receive payment under this coverage the Insured must provide Us with proof, in the form of receipts, to show that such rental expenses were actually incurred. The rental agencies must be licensed to rent the Property.

Our liability under this coverage will be limited to a maximum of $50 per week for an aggregate per occurrence of $200.

This coverage does not apply to any property not specified on the Certificate Declarations Page or Security Agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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RELIABLE LLOYDS INSURANCE COMPANY

(Home Office: 801 Cherry Street, Fort Worth, TX 76102)
Administrative Offices: 8655 E. Via de Ventura, Scottsdale, AZ 85258

ARBITRATION CLAUSE ENDORSEMENT

It is understood and agreed that the Policy/Certificate is qualified with respect to the following:

ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY KIND AND NATURE BETWEEN THE PARTIES HERETO, ARISING OUT OF OR IN ANY WAY RELATED TO THE VALIDITY, INTERPRETATION, PERFORMANCE OR BREACH OF ANY PROVISION OF THE GROUP POLICY OR THE CERTIFICATE AND, UPON WHICH A SETTLEMENT HAS NOT BEEN REACHED BY THE PARTIES, SHALL BE RESOLVED, EXCLUSIVELY, BY ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1 ET. SEQ.).

The Certificate Holder or Certificate Holders jointly shall appoint one arbitrator. The Insurer shall appoint an arbitrator. The two arbitrators appointed shall together pick a third arbitrator. Any decision of the arbitrators shall be by majority vote. In all other respects, the rules and procedures of the American Arbitration Association's Commercial Arbitration Rules shall govern the arbitration proceeding, except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the city and state where the Certificate Holder(s) resides unless otherwise agreed, in writing, by the parties. In no event shall the arbitrators grand any relief not available in the courts of the state where the Certificate is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the state where the Certificate Holder(s) resides. Appeals may be taken from the arbitrators' decision only in accordance with the Federal Arbitration Act.

THE PARTIES UNDERSTAND THAT (1) DISCOVERY IN AN ARBITRATION PROCEEDING MAY BE MORE LIMITED THAN ANY DIFFERENT FROM THAT IN A COURT PROCEEDING; (2) THE ARBITRATORS ARE NOT REQUIRED TO STATE THE BASIS OF THEIR DECISION OR TO ISSUE ANY FINDINGS OF FACT; AND (3) BOTH PARTY'S RIGHT TO APPEAL OR SEEK MODIFICATION OR RULINGS BY THE ARBITRATORS MAY BE LIMITED.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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AMERICAN BANKERS LIFE ASSURANCE COMPANY
AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

Consumer Bill of Rights For
Credit Life, Credit Disability, and Involuntary Unemployment Insurance

AVISO: Este documento plantea sus derechos como asegurado. Usted tiene el derecho de llamar a su compañia y pedirle una copia en español de sus derechos como asegurado.

INTRODUCTION

This Bill of Rights is a summary of your rights and does not become a part of your policy or certificate. The Texas Department of Insurance adopted the Bill of Rights and requires insurance companies to provide you with a copy when they issue you a policy or certificate.

Texas and federal law give you certain rights regarding credit life, credit disability (also called credit accident and health), and involuntary unemployment insurance. This Bill of Rights identifies your most important rights, but it does not include all your rights. Also, there are some exceptions to the rights listed here. If your creditor, seller, agent, company, or adjuster tells you that one of these rights does not apply to you, contact the Texas Department of Insurance at 1-800-252-3439.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

INFORMATION

1. You have the right to call the Texas Department of Insurance free of charge at 1-800-252-3439 to learn more about:
   - your rights as an insurance consumer;
   - the license status of an insurance company or agent;
   - an insurance company's financial condition;
   - the complaint ratio and type of consumer complaints filed against an insurance company;
   - an insurance company's rate as compared to the maximum rate set by the State; and
   - other consumer concerns.

2. You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy or certificate. This requirement does not apply to small insurance companies.

BUYING INSURANCE

3. You have the right to a written notice clearly stating whether you are required to provide insurance in order to receive credit, and if so, what type of insurance is required.

4. The total cost of credit means the total dollar amount you have to pay during the term of the loan in order to get a loan. Your creditor must tell you in writing the total cost of credit (finance charge) and the annual percentage rate (APR). If your creditor requires credit insurance, then these figures must include the credit insurance premiums.

5. Your creditor and insurance company cannot make untrue, misleading, or deceptive statements to you relating to insurance.

6. You have the right to use other insurance policies instead of buying credit insurance. For example, you can use a term life policy to satisfy the requirement for credit life insurance. If credit insurance is required, your creditor must tell you about this right before your credit transaction is completed.

7. If your creditor offers to sell you credit insurance, you have the right to be told in writing the full cost of the credit insurance before you buy it.

8. If you buy credit insurance, your creditor must give you a copy of your application for or notice of proposed insurance, a certificate, or a policy at the time your loan is made. If you are not given the policy or certificate at the time the loan is made, the insurance company must send you the policy or certificate within 45 days.

   The policy, certificate, application, or notice of proposed insurance must include the name and home office address of the insurance company and the amount and term of the policy. The application must also include a brief description of the coverages provided by the policy.

9. The insurance company must use policy forms that have been approved by the Texas Department of Insurance. Rates must also be approved except for:
   - credit life or disability insurance where the term of the loan or other credit transaction is more than 10 years;
   - credit insurance on first mortgages and commercial property loans; and
   - credit life and credit disability insurance which is paid for by your creditor.

10. If the premium for your credit insurance has not been fixed or approved by the Texas Department of Insurance, you must be told this in writing.

CANCELLATION AND REFUNDS

11. You have the right to cancel the insurance policy at any time if you bought optional credit insurance or if you have substitute coverage for required credit insurance. When you cancel:
    - you have the right to receive a premium refund for the remaining policy term if you were

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charged a premium for the full term of the credit contract. The refund may be credited to your account immediately or when you pay off your loan.
- the creditor must discontinue the charge if the credit insurance premium is charged monthly on a credit card.

12. Even if your credit card account requires credit insurance, you have the right to cancel that insurance if your creditor changes insurance companies.

    Thirty (30) days before the change takes effect, the creditor must give you written notice of:
    - its decision to change insurance companies;
    - any substantial decrease in coverage; and
    - any change in the premium.

13. If you:
    - pay off your loan early; or
    - cancel a policy,

    the insurance company must calculate your refund using the refund formula set out in your policy or certificate of insurance. This right does not apply if your refund is less than one dollar.

CLAIMS

14. When you or a beneficiary named in your credit insurance policy files a claim, the insurance company must process and pay the claim promptly. If the insurance company fails to meet the claims processing and payment deadlines in the Insurance Code and in the policy, you or the named beneficiary has the right to collect 18% annual interest and attorney's fees in addition to the claim amount.

    Generally, your insurance company must approve or deny the claim within 36 days after the company receives notice of your claim (plus the time you or the named beneficiary take to provide requested information) unless the company notifies you or the named beneficiary that more time is needed and states the reason. This additional period of time cannot exceed 45 days.

    If the claim is approved, your insurance company must pay the claim within 5 business days after they notify you they have accepted your claim.

15. Even if the beneficiary is not named in your credit life insurance policy, a claim on the policy must be processed and paid promptly. The insurance company must settle a claim within two months from the date it receives:
    - proof of death; and
    - proof that the claimant has the right to the proceeds.

16. You and your beneficiary have the right to reject any settlement amount offered by the insurance company. If the amount of your insurance coverage exceeds the loan pay-off, the settlement must include a cash payment for the excess amount.

17. If an insurer rejects a claim against your credit insurance policy, you and your beneficiary have the right to a written notice stating the reasons for the rejection.

18. You and your beneficiary have the right to be treated fairly and honestly when making a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance.

19. The credit insurance company cannot deny your claim or your beneficiary's claim because you made a false statement on your application unless the insurance company:
    - proves that the misstatement was material to your risk or actually contributed to the cause of your claim; and
    - notifies you that the contract will not be honored within 90 days of the date the company or its agent discovered the statement was false.

ENFORCING YOUR RIGHTS

20. You have the right to complain to the Texas Department of Insurance about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should
    - call 1-800-252-3439;
    - write to the Texas Department of Insurance, Consumer Services (111-1A), P.O. Box 149091, Austin, Texas 78714-9091; or
    - fax your complaint to (512) 475-1771.

21. If an insurance company violates your rights, you have the right to sue that company in court, including small claims court, with or without an attorney, or file a complaint with the Texas Department of Insurance.

22. You have the right to ask in writing that the Texas Department of Insurance make or change rules on any credit insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attention: Commissioner (112-1A), P.O. Box 149104, Austin, Texas 78714-9104.

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IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

It is possible that the Association may not cover your policy in full or in part due to statutory limitations.

ELIGIBILITY FOR PROTECTION BY THE ASSOCIATION

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, ONLY if the following conditions are met:
    1. The policyholder has a policy with a company domiciled in Texas;
    2. The policyholder's state of residence has a similar guaranty association; and
    3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

LIMITS OF PROTECTION BY THE ASSOCIATION

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of $500,000 for basic hospital, medical-surgical, and major medical insurance, $300,000 for disability or long term care insurance, and $200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of $100,000 under one or more policies on any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one life; or
- Total benefits up to a total of $5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 on any one life; or
- Present value of unallocated benefits up to a total of $5,000,000 for one contractholder regardless of the number of contracts.

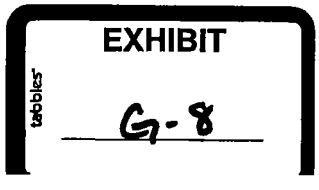
Aggregate Limit:

- $300,000 on any one life with the exception of the $500,000 health insurance limit, the $5,000,000 multiple owner life insurance limit, and the $5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us



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AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA
AMERICAN BANKERS INSURANCE COMPANY OF LORIDA
RELIABLE LLOYDS INSURANCE COMPANY

GENERAL INFORMATION SUMMARY PAGE

			CERTIFICATE NUMBER
AGENT CODE	BRANCH CODE	ACCOUNT NUMBER	MASTER POLICY NUMBER

FIRST INSURED DEBTOR	AGE*	BIRTHDATE MO. DAY YR.	*MINIMUM AGE 18 MAXIMUM AMOUNT OF INSURANCE $_____
JOINT INSURED	AGE*	BIRTHDATE MO. DAY YR.	MAXIMUM MONTHLY BENEFIT AMOUNT (DISABILITY AND IUI) $500

MAXIMUM NUMBER OF MONTHLY BENEFITS

☐ 9 MONTHS ☐ 12 MONTHS ☐ UNLIMITED

SECOND BENEFICIARY	FIRST BENEFICIARY (CREDITOR)	ADDRESS	EFFECTIVE DATE
			_____ _____ _____

THE PREMIUM CHARGE FOR THIS INSURANCE IS BASED ON THE FOLLOWING METHOD:

_____ Daily Balance x Daily Rate or _____ Daily Balance x Monthly Rate or _____ Ending Billing Balance x Monthly Rate

DISABILITY & IUI INSURANCE 30 DAY RETROACTIVE (TO FIRST DAY OF DISABILITY OR UNEMPLOYMENT)	INSURANCE RATE PER $100 OF INSURED OUTSTANDING BALANCE (per month) DISABILITY $_____ LIFE &_____ PROPERTY $_____ IUI $_____

TOTAL RATE PER $100 OF INSURED OUTSTANDING BALANCE

THE PRIMARY INSURED DEBTOR WILL BE THE PERSON WHOSE NAME APPEARS FIRST ON THE BILLING STATEMENT.

DISABILITY AND UNEMPLOYMENT COVERAGE ONLY COVERS THE FIRST INSURED DEBTOR

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AMERICAN BANKERS LIFE ASSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

SCHEDULE

AGENT CODE	BRANCH CODE	ACCOUNT NUMBER	MASTER POLICY NUMBER

FIRST INSURED DEBTOR	BIRTHDATE MO. DAY YR.	THIS BOX ONLY GIVES NOTICE OF THE MAXIMUMS ALLOWED UNDER THE GROUP MASTER POLICY *MINIMUM AGE 18
JOINT INSURED (Spouse or Business Partner)	BIRTHDATE MO. DAY YR.	MAXIMUM AMOUNT [illegible]
SECOND BENEFICIARY	FIRST BENEFICIARY (DAUGHTER)	ADDRESS / EFFECTIVE DATE
DISABILITY INSURANCE 30 DAY RETROACTIVE	INSURANCE RATE PER $100 OF INSURED OUTSTANDING BALANCE DISABILITY $ _____ SINGLE LIFE $ _____ JOINT LIFE $ _____	
TOTAL RATE PER $100 OF INSURED OUTSTANDING BALANCE	BILLING METHOD	

SEE GENERAL INFORMATION SUMMARY PAGE

DISABILITY COVERAGE IS ONLY AVAILABLE TO THE FIRST INSURED DEBTOR

CERTIFICATE OF INSURANCE

Insured Outstanding Balance means - the amount that a monthly insurance premium is charged against. The amount is the lesser of the:
1. amount outstanding on your revolving account; or
2. maximum amount of insurance.

30 DAY RIGHT TO EXAMINE YOUR CERTIFICATE

YOU HAVE THE RIGHT TO EXAMINE YOUR CERTIFICATE FOR 30 DAYS. IF YOU ARE NOT SATISFIED, YOU MAY RETURN IT TO US OR YOUR CREDITOR FOR A FULL REFUND. WHEN WE OR THE CREDITOR RECEIVE YOUR CERTIFICATE: 1) ANY PAYMENTS MADE FOR IT WILL BE REFUNDED TO YOU; AND 2) IT WILL BE DEEMED VOID FROM THE BEGINNING.

LIFE DEFINITIONS

"Date of death" - the date of an insured's death.

"Effective date" - the date shown in the schedule.

"The insured" - means:
1. for single life - the first insured; or
2. for joint life - the first insured and the joint insured.
3. may be referred to as: "debtor"; "accountholder"; or "cardholder".

"An insured" means:
1. for single life - the first insured; or
2. for joint life - the first to die of:
   a. the first insured; or
   b. the joint insured.
3. may be referred to as: "debtor"; "accountholder"; or "cardholder".

"In force" - this certificate is in effect; premiums are paid and all other conditions are met.

"He," "his" and "him" refer to both genders.

"Maximum amount" - the maximum amount of insurance. It is shown on the schedule.

"Proceeds" - the amount of insurance we will pay as a benefit.

"Proof" means:
1. a certified copy of the death certificate; or
2. a court ordered decree of death.

"You" and "your" refer to the insured.

"We," "us" and "our" - American Bankers Life Assurance Company of Florida.

LIFE INSURANCE

Benefit: We will pay the insured outstanding balance to the creditor as first beneficiary:
1. when we receive proof of your death and the right of the claimant to the proceeds; and

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2. not later than two (2) months after such proof; and
3. subject to the provisions of:
   a. this certificate; and
   b. the group master policy we issued to the creditor.

Joint life insurance: We insure two lives - the first insured debtor's and the joint insured's. The joint insured must be a spouse or business partner and be jointly and severally liable for repayment of the indebtedness.

Only one death benefit will be paid. The death of either insured will end the insurance on the other. If they die simultaneously, the proceeds will be paid for the first insured debtor.

Suicide exclusion: No proceeds will be paid if you commit suicide:
1. while sane or insane; and
2. within two years of the effective date.

We will refund the total amount of credit life premiums charged or collected since the date of death.

TOTAL DISABILITY INSURANCE

Total disability insurance benefit: We will pay a disability benefit equal to your minimum monthly payment due on your account as of the date of disability plus insurance premium and any accrued interest:
1. when we receive proof that you:
   a. have become disabled while insured;
   b. have been disabled for at least 30 consecutive days; and
   c. have received routine health care;
2. while you remain disabled; and
3. subject to the provisions of:
   a. the disability rider; and
   b. the group master policy.

The benefit is:
1. computed retroactively from the first day of disability; and
2. based on your insured outstanding balance as of the date the disability occurred; and
3. for partial months equal to 1/30 of the monthly benefit.

No benefits are payable until there is an amount due under your account. The benefits do not include any amount in excess of the maximum amount shown in the schedule.

Purchases during claim period: Coverage will not apply to purchases made while you are receiving benefits under this certificate.

Coverage: This insurance is only for the first insured debtor - not the joint insured.

Notice of a claim: Written notice of claim must be given:
1. within 20 days after disability occurs; or
2. as soon as is reasonably possible.

Give this notice to:
1. us at our home office; or
2. our agent.

Claim forms: We will give the claimant our forms:
1. for filing proof of disability; and
2. within 15 days after we receive notice of a claim.

The claimant can comply with the time limit for proof provision:
1. even if he does not get our forms; and
2. by giving us proof within the time limit about the disability's: a) occurrence; b) character; and c) extent.

Time limit for proof: Send us proof within 90 days after disability begins. We will not deny or reduce a claim when proof is given:
1. as soon as is reasonably possible; and
2. within one year from the time limit above.

The time limit stops in the absence of legal capacity.

Our time limit on payment: We will pay the proceeds each month. We will pay any proceeds balance:
1. unpaid at the end of the term; and
2. after we receive proof of disability.

Termination: We will honor all valid claims that:
1. arise prior to termination; and
2. are made after termination - for a disability which occurred prior to termination.

DISABILITY DEFINITIONS

"Claim period" - the date our liability begins, continuing through the date our liability ends, subject to the claimants loss being continuous.

"Disabled" or "disability" means:
1. during the first 12 consecutive months of disability - you are unable to perform the essential and customary duties of your occupation at the time the disability occurred; and
2. after the 12 consecutive months of disability - you are unable to perform the duties of any occupation that you are reasonably qualified for by:
   a. education;
   b. training; or
   c. experience.

"Health care" means medical:
1. diagnosis; or
2. treatment.

Health care must be received from a licensed physician other than yourself.

"Physician" - all practitioners of the healing arts, acting within the scope of their license.

"The insured" or "an insured" - the first insured debtor.

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The "monthly benefit" or "benefit" - the amount we will pay for each 30 consecutive days of disability.

"Proof" - written proof acceptable to us that you suffer from sickness or an injury. Upon our request, you shall give proof of your continuing disability.

GENERAL PROVISIONS

Consideration: You are afforded the insurance:
1. that is shown in the schedule; and
2. if you agree to pay the premium.

Excess coverage: Any premium charged for an amount in excess of the maximum amount of insurance will be refunded to the insured:
1. within 90 days of the effective date of coverage; and
2. prior to a claim.

If we do not refund the premium within 90 days of the effective date of coverage, and prior to a claim, the insurance remains in force as originally issued.

Physical exams and autopsy: We have the right and opportunity to examine you:
1. at our own expense;
2. while a claim is pending; and
3. as often as we may require.

We also have the right to make an autopsy:
1. in case of death; and
2. where it is allowed by law.

Beneficiary: The proceeds will be paid to the creditor to pay off or reduce your debt. If the proceeds are more than the unpaid balance, the excess will be paid by a separate company check to:
1. for disability proceeds - you, if living;
2. the second beneficiary you name, if any; or
3. your estate.

Misstatement of age: Our liability is limited to a refund of all premiums when you:
1. misstate your age; and
2. are, on the effective date are under 18 years of age.

Incontestability: The validity of this insurance shall not be contested except for nonpayment of premiums, after it has been in force for two (2) years from its effective date; and no statement made by any person relating to insurability shall be used in contesting the validity of this insurance with respect to which such statement was made after such insurance has been in force for two (2) years during such person's lifetime and unless it is contained in a written instrument signed by him and a copy has been furnished to him or his beneficiary.

We reserve the right to contest any fraudulent misstatements regarding disability coverage at any time.

Term of insurance: The term of this insurance
1. begins on the effective date;
2. ends on the sooner of the date you request in writing to:
   a. end this insurance; or
   b. withdraws your authorization for the addition of insurance charges to your loan or account;
   c. the date premium payments are 90 days delinquent on your account;
   d. 31 days from the date you receive our written notice to cancel this insurance because the policy was cancelled;
   e. the date your account is terminated;
   f. the date the maximum benefit is paid; or
   g. the date of your death.

In the case of termination of credit life insurance by payment of death benefits, the life insurance premiums paid or then due and payable to the insurer are deemed earned and no refund thereof is required.

In the event of termination of the group policy, you shall be given written notice that coverage will continue for 30 days from the date of such notice.

Refunds: Any unearned premium will be:
1. paid or credited to you; or
2. paid to the second beneficiary, if you are not living; and
3. computed by the "pro rata" rule.

No charge will be made for the first 15 days of a loan month. For 16 days or more, a full month will be charged. No refund or credit shall be made if the amount is less than one dollar.

Termination of the insurance will be without prejudice to any claims arising prior to said termination.

Premiums: The premium charge is based on:
1. if the charge is per day - the daily rate times each day's insured balance. The sum of these daily charges during the prior month is then obtained; or
2. if the charge is per month:
   a. the average daily insured balance times the monthly rate; or
   b. the ending billing insured balance times the monthly rate.
   c. the method by which finance charges are calculated.

Any premiums charged to you will not exceed the premiums we charge.

We may change premium rates by giving you written notice:
1. within 30 days; and
2. setting forth the revised rates and effective date.

If premium rates change:
1. you will be furnished with a written notice at least 30 days prior to the effective date of such change; and

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2. such notice should be attached to the certificate.

An increase in rates will not be retroactive.

Entire contract: The entire contract in all the relating certificates consists of:

1. this policy;
2. your application;
3. the creditor's application;
4. your certificate; and
5. the disability rider, if any.

All statements made by you in absence of fraud are deemed to be representations and not warranties.

Insured's cost statement: The creditor will furnish you with a statement each month which shows the:

1. amount of your insurance charge, shown separately for credit life and credit disability insurance;
2. amount of the insured debt to which the insurance charge rate was applied;
3. date the rate was applied;
4. term covered by the monthly insurance charge;
5. amount of any rate change to become effective at least 30 days after such notification; and
6. date of any pre-established insurance termination due to underwriting or eligibility guidelines.

Modification of contract: No agent can change this certificate or alter its terms. Changes can be made only by written endorsement signed by our

1. president; or
2. secretary.

Conformity with state statutes: The certificate is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

Assignment: This certificate may not be assigned. You may not assign any of your rights.

Legal action: No action at law or in equity may be brought:

1. before 60 days after we receive proof; or
2. more than three (3) years after the time limit for proof.

SECRETARY

PRESIDENT

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AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

SCHEDULE

PRIMARY INSURED DEBTOR *AGE BIRTHDATE MO. DAY YR.	ACCOUNT AND CERTIFICATE NUMBER: _____
	MAXIMUM AMOUNT OF INSURANCE $ _____
FIRST BENEFICIARY (CREDITOR)	PREMIUM CHARGE PER $100 PER MONTH
THE PREMIUM CHARGE FOR THIS INSURANCE IS BASED ON THE FOLLOWING METHOD:	
_____ Daily Balance x Daily Rate or _____ Ending Billing Balance x Monthly Rate	
WAITING PERIOD: FIRST DAY OF UNEMPLOYMENT	MAXIMUM NUMBER OF MONTHLY BENEFITS ☐ 9 MONTHS ☐ 12 MONTHS ☐ UNLIMITED
THE PRIMARY INSURED DEBTOR WILL BE THE PERSON WHOSE NAME APPEARS FIRST ON THE BILLING STATEMENT. UNEMPLOYMENT COVERAGE ONLY COVERS THE PRIMARY INSURED DEBTOR.	
EFFECTIVE DATE: MONTH _____	

SEE GENERAL INFORMATION SUMMARY PAGE

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AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA
11222 Quail Roost Drive, Miami, Florida 33157 (305) 253-2244

CERTIFICATE OF INVOLUNTARY UNEMPLOYMENT INSURANCE

UNEMPLOYMENT ONLY COVERS YOU. IT IS NOT JOINT INSURANCE.

Disclosure of Guaranty Fund Non-Participation

In the event we are unable to fulfill our contractual obligation under this policy, You are not protected by an insurance guaranty fund or other solvency protection arrangement.

30 DAY RIGHT TO EXAMINE CERTIFICATE

You have the right to examine Your certificate for 30 days. If You are not satisfied, You may return it to Us or Your Creditor for a full refund. When We or Your Creditor receive Your certificate:

1. **any payments made for it will be refunded to You; and**
2. **it will be deemed void from the beginning.**

DEFINITIONS

"**Benefit**" - the greater of: 1) six percent (6%) of **The Insured's** outstanding balance due on the date of involuntary unemployment; or 2) the scheduled minimum monthly payment due on the account on the date of involuntary unemployment.

"**Business day**" - a day other than Saturday, Sunday or holiday recognized by the State of Texas.

"**Controlling stockholder**" - an individual who holds more than 50% of the voting stock of **His** company.

"**Disability**" - an injury or sickness which prevents **The Insured** from performing **His** or any occupation.

"**Effective Date**" - the date the Certificate is put in force. It is shown on the schedule attached to the Certificate.

"**First Beneficiary Creditor**" - The Creditor who will receive the benefits to pay off or reduce **Your** debt during a claim period.

"**In force**" - the Certificate is in effect; premiums are paid; and all conditions are met.

"**Involuntary Unemployment**" - the uncontrollable loss of **Your** employment from **Your** employer.

"**Labor dispute**" - a trade or labor union work stoppage for concessions from the employer which involves more than one person.

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"**Lockout**" - the temporary closing of a place of business or firing of employees to discourage union activities or win concessions by the employer.

"**Maximum amount of insurance**" - the total amount of insurance **We** will pay as a benefit during any one claim period.

"**Maximum number of benefits**" - the total number of benefits **We** will pay during a claim period.

"**Primary Insured**" - also called "**You**" or "**Your**".

"**Retirement**" - withdrawal or removal from active employment due to conclusion of working career.

"**Seasonal employment**" - any occupation which is performed part of the year, every year. The performance of this occupation results in **Your** being unemployed around the same time each year. **Seasonal employment** also includes occupations which cannot be performed due to weather or seasonal conditions.

"**Self employed**" or "**Independent contractor**" - an individual who agrees to perform certain actions for another and is responsible only for the results, but, not subject to direction of the party hiring **Him**.

"**Strike**" - A work stoppage by the employees of an employer to force employers to concede to some demand.

"**The Creditor**" - the Creditor who holds the Group Master Policy; and to whom the debt is owed.

"**Temporary unemployment**" - unemployment designed to last six (6) consecutive months or less.

"**Voluntary forfeiture of salary**" - intentional surrendering of employment income.

"**We**", "**We'll**", "**Us**" and "**Our**" - American Bankers Insurance Company of Florida.

"**You**" and "**Your**" - the **Primary Insured Debtor.** The person whose name the account is issued in and named in the schedule who may be referred to as "**He**, "**His**" and "**Him**" - regardless of gender.

INSURING AGREEMENTS

In return for the payment of premiums, **We** will insure:

1. advances made by **You** to **Your** revolving account;
2. **Your** revolving account up to the **maximum amount of insurance stated** on the schedule.

The Certificate is subject to the provisions of the Group Master Policy **We** issued to **The Creditor**.

Coverage for one account is limited to the **maximum amount of insurance** shown in the schedule.

The Certificate evidences coverage on **Your** revolving account. It continues as long as there is an open balance in the revolving account(s). Insurance coverage will:

1. cease when **Your** revolving account does not reflect an open balance; and
2. automatically be reinstated when there is an open balance.

PREMIUM CHARGE

The premium charge for **Your** insurance is based on **Your** previous months' balance and is based on one of the following methods:

1. <u>if the charge is per day</u> - the daily rate times each day's balance. The sum of these daily charges during the prior month is then obtained; or
2. <u>if the charge is per month</u>:
   a. the average daily balance times the monthly rate; or
   b. the ending billing balance times the monthly rate.

We may change premium rates subject to approval by the Texas Department of Insurance. **We** will notify **You**:

1. within 30 days and prior to the change; and
2. setting forth the revised rates and effective date.

An increase in rates will not be retroactive.

INVOLUNTARY UNEMPLOYMENT PROVISIONS

<u>Involuntary unemployment benefit</u>: **We** will pay a monthly benefit if **Your** loss of employment income results from:

1. an involuntary loss of employment not excluded from coverage; or
2. **temporary unemployment** due to **labor disputes**; **strikes**; or **lockouts**, as long as **You** are not:
   a. participating; interested in; or helping to finance the **strike** or **labor dispute**; or
   b. disqualified from receiving unemployment benefits under the state's law with regard to **Your** participation in a **strike** or **labor dispute**.

You must be involuntarily unemployed for more than 30 consecutive days.

<u>What We will pay</u>: **We** will make **benefit** payments:

1. after the 30 day waiting period has been met (benefits will be retroactive to the first day);
2. while the **involuntary unemployment** continues (subject to any maximum benefits payment limitation shown on the schedule, if any); and
3. based on **Your** outstanding account balance on the date of **involuntary unemployment**.

<u>What we won't pay</u>: In no event will the total benefit payments exceed:

1. the **maximum amount of insurance** shown on the schedule; or

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2. the **maximum number of benefit** payments shown on the schedule (if any); or
3. the amount outstanding on **Your** revolving account and interest which shall accrue thereon, on the first day of **involuntary unemployment**; or
4. **your** maximum credit limit amount.

The benefit payments will not include:
1. any past due amounts; or
2. any late charges.

When benefits stop: **We** will stop paying benefits when the earliest of the following occur:
1. **You** are not involuntarily unemployed anymore; or
2. **We** have paid an amount equal to the outstanding balance on the date **You** became **involuntarily unemployed**; or
3. **We** have paid **the maximum amount of insurance** shown in the schedule; or
4. **We** have paid an amount equal to **Your** maximum credit limit amount; or
5. **We** have paid the **maximum number of benefits** indicated in the schedule (if any).

Eligibility for benefits: To be eligible for unemployment benefits, **You** must:
1. be insured under this plan at the time of **involuntary unemployment**; and
2. provide proof that **You** are registered with:
   a. **Your** state's unemployment office; or
   b. a recognized employment agency.

Upon **Our** request and at reasonable intervals, **You** will give proof of **Your** continuing unemployment.

Registration with **Your** state's unemployment office or employment agency must:
1. begin within 30 days after the date of involuntary unemployment; and
2. continue for the entire period of the claim.

Exclusions: **We** will not pay benefits for unemployment caused by or resulting from:
1. **retirement**; or
2. normal **seasonal unemployment**; or
3. voluntary forfeiture of salary, wages or employment income, unless circumstances surrounding forfeiture do not prohibit **You** from collecting benefits under the state's unemployment law; or
4. a **disability**; or
5. **You** being notified either orally or in writing of pending unemployment or discharge by **Your** employer with 60 days prior to **Effective Date** of **Your** certificate; or
6. discharge by **Your** employer for cause, such as
   a. willful misconduct; or
   b. violation of established policies; or
   c. forbidden acts; or
   d. neglect of duty; or
   e. criminal misconduct (unlawful behavior as determined by local, state or federal law).

Reeligibility for benefits: **You** will be reeligible for unemployment benefits:
1. following the completion of payments under an unemployment claim; and
2. if **You** have been gainfully employed for salary or wages:
   a. on a full-time basis:
      1) in a **non-seasonal occupation**; and
      2) at least 30 hours a week;
   b. for a period of 30 consecutive days; and
   c. for one employer.

GENERAL PROVISIONS

Eligibility for insurance: To be eligible for this insurance, on the effective date, **You** must:
1. have a revolving account with The Creditor;
2. be at least 18 years of age;
3. be actively employed 90 days prior to the effective date for wages or profits:
   a. at least 30 hours a week;
   b. in a **non-seasonal occupation**;
   c. for the same employer; and
4. not be **self employed** or an **independent contractor**; or
5. not be a **controlling stockholder** of **Your** employer.

Premium charged: The premium charged to **You** for the insurance coverage will not be more than the premium rate filed with the State Insurance Department.

Cost statement: **The Creditor** will furnish **You** with a statement each month which shows the:
1. amount of the insurance charge;
2. date the premium was charged; and
3. period covered by the monthly insurance charge.

Charges to Your account during claim period: Benefits are not payable for any purchases; advances; or interest charged to **Your** revolving account during the claim period or while a claim is pending.

Notice of claim: Notice of loss and written proof of loss must be filed with **Us** or one of **Our** duly authorized representatives. Notice of loss must be filed within 90 days from the date of loss, or as soon after as is reasonably possible.

Claim Forms: **The Creditor** will report all notices and proof of loss to **Us** on forms provided by **Us**. If **We** or **The Creditor** do not furnish **You** with Notice of Loss forms within 15 days after the notice of claim, then **You** will be deemed to have complied with the filing of "Notice of Claim".

Settlement of claims: Within 15 days after **We** receive **Your** written notice of claim, **We** must:
1. acknowledge receipt of the claim. If **Our** acknowledgment of the claim is not in writing, **We** will keep a record of the date, method and content of **Our** acknowledgment;
2. begin any investigation of the claim; and

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3. specify the information **You** must provide in accordance with the Certificate conditions. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify **You** in writing whether the claim will be paid or has been denied 15 days after **We** receive the information requested. If **We** do not approve payment of the claim, **We** will provide **You** with the reasons for denying the claim.

If **We** require more time for processing the claim, **We** must give the reasons for requiring more time to process the claim. **We** must either approve or deny the claim within 45 days after requesting more time.

If **We** notify **You** that **We** will pay the claim, or part of the claim, **We** must pay within five **business days** after **We** notify **You**.

If payment of the claim or part of the claim requires the performance of an act by **You**, **We** must pay within five **business days** after the date **You** perform the act.

Cancellation of Certificate of Insurance: **You** can cancel this certificate of insurance at any time by notifying **Us** of when, cancellation is effective.

We may cancel **Your** certificate of insurance by mailing written notice, including **Our** reason for cancellation, at least 31 days before the date cancellation takes effect. Proof of mailing will be sufficient proof of notice.

We may not cancel **Your** Certificate based solely on the fact that **You** are an elected official.

If **Your** Certificate of Insurance is cancelled by **Us**, such cancellation will not affect any claim then in progress or loss commencing for which **We** are liable at the time of cancellation. **We** will not be liable for losses after the effective date of cancellation.

Your Certificate of Insurance will be automatically cancelled on the:

1. date **You** are more than 90 days past due in making the required account payment;
2. date **Your** account is terminated;
3. date the maximum benefit is paid;
4. date of **Your** death.

The mailing of the written notice will be sufficient proof of notice. The effective date of cancellation, as shown in the notice, will be the end of coverage.

Refunds: Any unearned premium will be:

1. promptly paid or credited to **You**; and
2. computed by the "pro rata" rule.

No refund or credit will be made if the amount is less than one dollar.

Changes: The Certificate's terms and conditions may not be changed or waived except by an endorsement issued by **Us**.

Suit: No legal action may be brought against **Us**, unless it is brought within 48 months after a claim.

Assignment: **Your** Certificate may not be assigned. **You** may not assign any of **Your** rights.

Misrepresentation and Fraud: All statements made by **You** in the absence of fraud are deemed to be representations - not warranties. In the event of misstatement or fraud, the insurance will be void as of the date a refund or credit of the premium is made.

Conformity with State Statutes: Any terms of the Group Master Policy which are in conflict with the statutes of the state where the Group Master Policy is issued are amended to agree with those statutes.

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RELIABLE LLOYDS INSURANCE COMPANY

Administrative Office: 8655 E. Via Ventura, Scottsdale AZ 85258 • 480.483.8666

(Hereinafter Called the Company)

This is to certify that insurance has been effected by the Named Insured on the merchandise described in a Revolving Credit Agreement and sales slip and other memoranda issued pursuant thereto, to which the above Account Number has been assigned subject to the terms, conditions and provisions of the Master Policy as issued to the Named Assured by Reliable Lloyds Mutual Insurance Company.

PROPERTY INSURED

The property insured under the above numbered Master Policy consists of personal property for which a debt for the purchase price exists between the Named Assured and Buyer under a Revolving Charge Agreement.

The insurance coverage applies to individual property from the date of purchase until the debt owed by the Buyer to the Assured on that individual property is paid in full.

A debt for a particular item of property shall exist until the total payments (exclusive of finance charges and other charges) made by Buyer to Named Assured shall equal or exceed the original retail purchase price of the property.

If multiple items of property are purchased on one day, the purchase price shall be total and considered as a single price for the determination of indebtedness.

PREMIUM RATE

The cost of such insurance coverage shall be due and payable monthly and shall be calculated on the insured Buyer's outstanding account indebtedness.

AMOUNT TO BE PAID IN THE EVENT OF LOSS

In the event of loss or damage by an insured peril to property insured, if the damaged insured property is repairable the Company will pay the cost to effect repair; if the damaged insured property is not repairable, the Company will pay the cost of replacement without deduction for depreciation; however, the Company's liability shall not exceed the original sale price of the insured personal property. Loss, if any, shall be made payable to the Assured for the account of the Assured and Buyer.

PERILS INSURED

The Master Policy and this Memorandum of Insurance insure against direct loss or damage caused by:

(a) Fire and lightning at all times within policy limits; and
(b) Collision (the coming together of cars during coupling not to be deemed a collision), derailment or overturning of vehicle, collapse of bridges, while transported by land conveyances; and
(c) Marine perils while on ferries and/or in cars or transfers in connection with land conveyances; and
(d) Extended Coverage; windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, flood from rising waters; and
(e) Burglary from within a building or room for which there must be visible signs of forcible entry.
(f) Vandalism and malicious mischief.

EXCLUSIONS

A. Loss or damage to goods by decay, wetness or dampness, or by being marred, scratched, spotted, discolored, moldy, rusted, frosted, rotted, soured, steamed or changed in flavor; unless the same is the direct result of a peril insured against;

B. Mechanical breakdown; against; loss or damage due to short-circuiting, blowout or other mechanical disturbances within the article(s) insured hereunder;

C. Loss or damage caused by the neglect of the Buyer to use all reasonable means to save and preserve the property at and after any disaster insured against or when the property is endangered by fire in neighboring premises;

D. Loss or damage caused by, or resulting from:
1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending, or expected attack, a) by any government or sovereign power, (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or b) by military, naval or air forces; or c) by an agent of any such government, power, authority or forces;
2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction, under quarantine or Customs regulations, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation or trade.

E. Loss or damage under any coverage due to radioactive contamination;

F. Loss or damage to radio and/or television antenna including masts, towers and lead-in wiring;

G. Loss or damage to aircraft, motor vehicles, or boats and any equipment pertaining thereto.

H. Loss or damage due to an incendiary loss or one in which there are multiple origins.

I. Loss or damage due to owner arson or intentionally set fires.

EXHIBIT
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REPORTING OF CLAIMS

The Insured Buyer shall immediately report to the Named Assured and the Named Assured shall immediately report to the Company or its Agent any loss or damage which may become a claim under this Memorandum, and shall also file with the Company or its Agent within 90 days from the date of loss a detailed proof of loss. Failure by Insured Buyer either to report the said loss or damage or to file such written proof of loss as herein provided shall invalidate any claim under this Memorandum.

ALTERNATIVE DISPUTE RESOLUTION CLAUSE

ALTERNATIVE DISPUTE RESOLUTION CLAUSE – THE PARTIES TO THIS AGREEMENT HEREBY EXPRESS THAT ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY KIND AND NATURE BETWEEN THE PARTIES HERETO, ARISING OUT OF OR IN ANY WAY RELATED TO THE WITHIN AGREEMENT, ITS INTERPRETATION, PERFORMANCE OR BREACH, SHALL BE RESOLVED EXCLUSIVELY BY THE FOLLOWING ALTERNATIVE DISPUTE RESOLUTION MECHANISMS:

A. Negotiation – The parties hereto shall first engage in a good faith effort to negotiate any such controversy or claim by communications between them. Said negotiations may be oral or written. To the extent that they are oral, they should be confirmed in writing.

B. Should the above-stated negotiations be unsuccessful, the parties shall engage in mediation pursuant to the American Arbitration Association Commercial Mediation Rules, or such other mediation rule as the parties may otherwise agree to choose.

C. Should the above-stated mediation be unsuccessful, the parties agree to arbitrate any such controversy or claim with the express understanding that this Agreement is affected by interstate commerce in that the services which are the subject matter of this Agreement, pass through interstate commerce. Said arbitration shall be conducted pursuant to the American Arbitration Association Commercial Arbitration Rules (the "Arbitration Rules") or such other arbitration rule as the parties may otherwise agree to choose.

D. The cost of the above-stated mediation shall be borne equally between the parties. The cost of the above-stated arbitration shall be borne by the party against whom an award is issued and in favor of the prevailing party. In either event, each party shall bear the cost of their own attorney's fees and costs.

To the extent that a court of competent jurisdiction should determine that the provisions of the United States Arbitration Act are not applicable to this Agreement, the parties hereto nevertheless agree to arbitrate under the provisions of the appropriate state law, the issue of liability if arbitration of liability shall then be specifically enforceable under the appropriate state law, or if not, the parties nevertheless agree to arbitrate under the provisions of the appropriate state law, the measure of amount of damages to which either of the parties may be entitled. Such arbitration shall be conducted pursuant to the Arbitration Rules.

THE PARTIES UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDINGS IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THAT THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OF LEGAL REASONING, AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS, IS STRICTLY LIMITED.

ASSIGNMENT

The interest of the Named Assured or Insured Buyer in this Memorandum or any part thereof is not assignable unless by consent of this Company, manifested in writing, and in case of transfer or assignment of such interest, without such consent, the liability of this Company thereunder shall from thenceforth cease.

TERMINATION OF COVERAGE

The Policy also provides that this Memorandum of Insurance shall remain in full force and effect, subject to the Policy's terms, until the earliest of the following: (1) said Revolving Credit Agreement terminates; (2) the Master Policy terminates; (3) when Buyer ceases to be indebted with respect to property insured hereunder (but shall automatically recommence upon reactivation of the Account, as to property for which Buyer then becomes indebted); (4) when Buyer's account with the Assured ceases to be in good standing; (5) when the Buyer requests cancellation, by giving written notice to the Assured or company, by written notice furnished ten (10) days prior to the first day of any month for which coverage would otherwise be afforded and a premium charged.

In Witness Whereof, the Company has caused this Memorandum to be executed and attested:

Mark Cooper
SECRETARY

Robert Hill
PRESIDENT

NOTE TO BUYER: (A Certified True Copy of the Master Policy is available for your inspection at the nearest Store during normal business hours.)

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I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date
Witness my official hand and seal of office
this June 16, 2010

Certified Document Number: 45533526 Total Pages: 83

LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com