

**Service Agreement Administrator (“Administrator”):**  
Warrantech Consumer Product Services, Inc. (“WCPS”)  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: (800) 292-7726

**CONGRATULATIONS:** Thank You for Your recent purchase of a RepairMaster Service Agreement (the “Service Agreement”). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this Agreement as You will need this to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by the Service Agreement. From the day You purchased this Service Agreement, WCPS, the Administrator, will assist You in understanding Your Service Agreement benefits.

**To register this Service Agreement with Us, visit our web site at [www.myrepairmaster.com](http://www.myrepairmaster.com). Registrations must be received within 10 days of Product purchase to ensure Your coverage information is available to us when You file a claim. A copy of Your proof of Product purchase may be required at the time of service.** The Administrator cannot register Your Product for this Service Agreement if You do not complete the online registration. The Administrator reserves the right to reject a registration if Your Product is not eligible for coverage and will refund the purchase price through the retailer.

**DEFINITIONS:** Throughout this Service Agreement, the words “**We**”, “**Us**” and “**Our**” means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. (**Florida** residents, this Service Agreement is an agreement between You and Technology Insurance Company, Inc., (License No. 03605), 59 Maiden Lane, 6<sup>th</sup> Floor, New York, New York, 10038). The words “**You**” and “**Your**” refer to the purchaser of the Product(s) covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. “**Product**” means the item(s) which You purchased with and is covered by this Service Agreement. “**Failure**” means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. “**Furniture Plan Failure**” means the failure of Your Product to function as intended (including flaws or deficiencies to Your Product that affect the utility of Your Product for which it was designed) due to defects in materials or workmanship from normal usage of Your Product. “**Deductible**” means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (“WCPS”). If You are a resident of Florida, this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, “**Administrator**”). Please contact the Administrator if You have any questions about this Service Agreement.

***IF YOU PURCHASED A SERVICE AGREEMENT ON ANY OF THE FOLLOWING PRODUCTS, THE PROVISIONS SET FORTH UNDER “SECTION A: HOUSEHOLD GOODS” SHALL APPLY: APPLIANCE, CLOTHES WASHER, COMBINATION APPLIANCE, WASHER/DRYER PACKAGE, 2, 3 OR 5 PIECE KITCHEN APPLIANCE, SMALL APPLIANCE, COMPUTER/HOME OFFICE, ELECTRONICS, FLAT PANEL TV, MICRO DISPLAY TV, HOME AUTOMATION, LAWN & GARDEN, SECURITY SYSTEM, MUSICAL INSTRUMENT, OR REPLACEMENT:***

**SECTION A: HOUSEHOLD GOODS**

**PRODUCT ELIGIBILITY:** This Service Agreement covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer’s original or factory-refurbished warranty valid in the United States and providing minimum coverage of ninety (90) days parts and labor. Coverage only applies to Products used non-commercially, unless a Commercial Service Agreement has also been purchased. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “**WHAT IS NOT COVERED**” below.

- 1. Replacement Plan:** If You purchased a Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished Product of equal or similar features and functionality, not necessarily the same brand, or, at Our sole discretion, reimburse You for the replacement of the Product. Replacement of Your Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement products will include a manufacturer’s warranty and You will have the opportunity to purchase a new Service Agreement if the replacement Product is eligible for coverage. The Replacement Plan is limited to one replacement for products purchased for less than \$500.00, excluding tax, and does not cover trip, labor or shipping charges. **Note:** *The Replacement Plan does not provide any of the benefits under the ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT section.* Coverage will either be an Extension Plan of the original manufacturer’s warranty or will begin on the Date of Purchase, as shown on the front of this package.
- 2. Repair Plan:** If You purchased a Repair Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer’s parts of like kind and quality may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to

replace Your Product with a Product of equal or similar features and functionality, not necessarily the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Service Agreement. Coverage will either be an Extension Plan of the original manufacturer's warranty or will begin on the Date of Purchase, as shown on the front of this package.

3. **Accidental Damage from Handling Coverage (ADH Coverage):** If purchased, ADH Coverage augments Your Service Agreement by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

4. **Commercial Coverage:** Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting/environment (i.e., for use other than in a residential single-family setting). Commercial Coverage must be purchased on the same sales receipt/invoice as the covered Product and comprehensive Repair Plan. **Note:** *Except as otherwise provided in this subsection, Commercial Coverage does not provide any of the benefits under the ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT sections.*
5. **Major Component Coverage for Appliances:** If Major Component Coverage for Appliances is purchased, We will furnish the covered replacement part(s) required to repair the Failure of Your Product. Coverage is only provided for replacement parts, trip and labor for covered major components (listed below). This coverage will not be responsible for any other parts that should fail. If the manufacturer's warranty for the covered component is less than five (5) years, total parts coverage will be five (5) years from the date of Product purchase (inclusive of the manufacturer's warranty); if the manufacturer's warranty for the covered component is equal to or greater than five (5) years, total parts coverage will be ten (10) years from the date of Product purchase (inclusive of the manufacturer's warranty) under this Major Component Coverage. If you call for service and the problem found is not a result of the failure of the covered major component, you alone shall be responsible to pay any fees to the Servicer.

Major Component Parts Covered:

- Refrigerator/Freezer/Wine Cooler - Parts to repair or replace the sealed refrigeration system only for covered refrigerator, freezer, or wine cooler. The sealed refrigeration system consists of compressor, condenser, evaporator, drier and all connecting tubing.
- Range/Cooktop/Wall Oven – Parts to repair or replace electric or gas heating elements. Coverage includes a glass ceramic cooktop if due to Thermal Breakage. Coverage excludes Halogen burners on ceramic tops and induction elements.
- Microwave Oven - Parts to repair or replace the microwave magnetron tube only.
- Dishwasher – Parts to repair or replace the motor/pump assembly only.
- Range Hood – Parts to repair or replace the ventilation motor only.
- Clothes Washer – Parts to repair or replace the washer transmission (top load); motor and center post assembly (front load); drum motor (all-in-one); or washer motor (washer/dryer combo).
- Dryer Motor – Parts to repair or replace the dryer motor only.
- Air Conditioner/Room Dehumidifier - Parts to repair or replace the sealed refrigeration system only for covered air conditioner or room dehumidifier. The sealed refrigeration system consists of compressor, condenser, evaporator, drier and all connecting tubing. Coverage includes Window Units, Thru-Wall Units and Zoneline Units.
- Warming Drawer – Parts to repair or replace the electronic control board only.

**Compressor modifications due to changes required by law or governmental regulation shall be jointly covered by both You, the customer, and by the Plan as follows: You shall be responsible for the first \$100.00 of the repair invoice and the Plan shall be responsible for the balance for the repair charges, excluding labor and trip charges. This Plan does not cover modifications for which the modification was the sole reason for service and only covers compressors in the event of a mechanical or electrical breakdown.**

6. **Export Coverage:** This Service Agreement was developed to replace the original manufacturer's warranty up to one (1) year for those customers who will take their Product(s) permanently outside the United States and cannot return the product(s) to the United States for repair. Export Coverage must be purchased on the same sales receipt/invoice as the covered Product and comprehensive Repair Plan. This Plan will cover the repair claim that would normally be covered by the manufacturer during the manufacturer's warranty period.

Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, or under the Replacement Plan, a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all

obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement Product. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

Products installed in cabinetry and other types of built-in applications are eligible for service as long as You make the Product accessible to the service technician. We are not responsible for the dismantling, removal or reinstallation of fixed infrastructure when removing or returning repaired or replaced Product into a custom installation.

#### **ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT:**

1. **POWER SURGE PROTECTION:** This Service Agreement also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by Underwriters Laboratories Inc. (not required for Major Appliances). **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.** Coverage begins on date of purchase.
2. **FOOD LOSS PROTECTION FOR REFRIGERATORS OR FREEZERS ONLY:** We will reimburse You up to the limit of five dollars (\$5.00) per cubic foot of storage space per calendar year for any food spoilage resulting from a covered Failure to Your Product. Request for service should be initiated within 24 hours from discovery of refrigeration Failure. We reserve the right to request purchase receipts and/or a list of spoiled contents for food spoilage claims reported to Us. Coverage begins on date of purchase.

**NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("**Qualifying Service Repairs**"), and if that Product component requires a fourth (4<sup>th</sup>) repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily same brand, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes. Once a Product is replaced, this Service Agreement is considered fulfilled and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, Product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the United States are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.**

***IF YOU PURCHASED A FURNITURE SERVICE AGREEMENT, THE PROVISIONS SET FORTH UNDER "SECTION B: FURNITURE GOODS" SHALL APPLY:***

#### **SECTION B: FURNITURE GOODS:**

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event Your Product is not functioning as intended due to a Furniture Plan Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. If Your Product is a matching furniture set and all pieces are purchased together and are covered under this Service Agreement ("Component Product"), coverage is provided for all Component Products, subject to the conditions and limitations set forth under the Repair Plan and WHAT IS NOT COVERED sections. Parts used to repair or replace Your Product may be new or rebuilt parts and components that perform to the factory specifications of Your Product. Non-original manufacturer's parts may be used if original equipment parts are unavailable. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" below.

**Repair Plan:** If Your Product or a Component Product of Your furniture set becomes accidentally stained or damaged during normal use, a professional cleaning solution package will be provided; should this not resolve the stain or damage to Your Product, a professional technician may be sent to service the problem at no cost to You. In the event We are unable to repair the covered stain or damage to Your Product, the Administrator, at its discretion, will replace the affected Component Product, or replace Your Product in its entirety. Replacement Component Product(s) will be of comparative quality to the original Component Product of the furniture set, provided the price of the replacement does not exceed the original purchase price of the Component Product being replaced. Replacement of Your complete Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement furniture products are not eligible for coverage under this Service Agreement. Component Products of Your furniture set are eligible for a one-time replacement only; once the affected Component Product has been replaced, the replacement Component Product will not be eligible for coverage for the remaining term of this Service Agreement. Any unaffected Component Products of Your furniture set will continue to be covered under this Plan for the remaining term of this Service Agreement, provided no claim was made on such unaffected Component Products. We will not replace or provide compensation for unaffected Component Products that do not match the replacement products. This Service Agreement does not cover pickup, maintenance inspections, crating or delivery or freight charges. Coverage will either be an Extension Plan of the original manufacturer's warranty or will begin on the Date of Purchase, as shown on the front of this package.

Furniture Product replacements or replacement parts and components will be ordered from the retailer from whom You originally purchased Your Product. In the event the retailer is unable to replace the Component Product of Your furniture set or provide a replacement product of comparable quality, We will refund up to the original purchase price of Your affected Component Product, excluding taxes and less claims paid, if any. In the event the retailer is unable to replace Your furniture Product in its entirety, We will refund up to the original purchase price of Your Product, excluding taxes and, less claims paid, if

any, and this Service Agreement will be fulfilled and all obligations satisfied. Replacement products may retail for a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference. You may be required to deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts from the Component Products of Your furniture set replaced under this Service Agreement, or complete furniture products replaced become Our property in their entirety. In no event shall Administrator or We be liable for any damages as a result of the unavailability of replacement parts or matching fabric or leather.

**Coverage for fabric, leather, vinyl upholstery and mattresses includes:**

- ❖ Accidental stains caused by:
  - Food and beverages
  - Nail polish and nail polish remover stains or damage
  - Human and pet body fluid stains (except perspiration, and hair or body oils)
  - Ballpoint ink pen stains
- ❖ Accidental damage:
  - Punctures, rips and burns
  - Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating and vibrating mechanisms.

**Coverage for case goods and other hard surface furniture includes:**

- ❖ Accidental stains caused by:
  - Food and beverages
  - Human and pet bodily fluids
  - Nail polish and nail polish remover stains or damage
- ❖ Accidental damage:
  - Nail polish remover damage
  - Liquid marks or rings
  - Breakage
  - Gouges or chips that penetrate the finish exposing the substrate
  - Cigarette burns and heat marks
  - Checking, cracking, bubbling or peeling of finish caused by a specific incident
  - Breakage, chips, or scratches of glass or mirrors
  - Loss of silvering on mirrors
  - Furniture Plan Failure of integral electrical components

***THE FOLLOWING PROVISIONS AS SET FORTH UNDER "SECTION C: GENERAL INFORMATION" SHALL APPLY TO ALL SERVICE AGREEMENTS:***

**SECTION C: GENERAL INFORMATION:**

**DEDUCTIBLE:** There is no Deductible required to obtain service on Your Product.

**PLACE OF SERVICE:** If Your Service Agreement includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Agreement. **In-Home/On-Site Service** will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

If Your Service Agreement includes **Depot Service**, You will be responsible for shipping and insurance of the Product to the designated depot center. We will pay for return shipping of the Product to Your residence. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Your covered Service Agreement originally included **Carry-In, Depot or Mail-In Service** but has been built-in and rendered as a permanent fixture inside or outside of Your residence and You are unable to transport or ship the Product in accordance with the terms and conditions of this Service Agreement, You will be responsible for the on-site service call charge. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the failure is not covered by this Service Agreement, You may be responsible for all service fees incurred for such diagnosis. Televisions 40" and larger will receive **In-Home Service** as stated above; all Televisions smaller than 40" will be repaired at an authorized depot center. We will provide three (3) way shipping for Televisions designated for depot repair.

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.**

**WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.**

**SERVICE AGREEMENT TERMS:**

**Extension Plans:** Coverage under an Extension Plan begins upon expiration of the shortest portion of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program where the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 12 month (365 days) extended Service Agreement, this Service Agreement shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Service Agreement shall expire at the end of day 455. During the manufacturer's warranty period, any and all responsibility for the repair or replacement of Your Product from a covered Failure is the responsibility of the Manufacturer. Coverage under the benefits You are entitled to under the "ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT" section begin on the date this Service Agreement was purchased by You. This Service Agreement shall remain in effect, subject to the Limit of Liability defined above, for the term specified in the sales documentation provided to You at the time of purchase.

**Date of Purchase (DOP) Plans:** This Plan begins on the date of Product purchase and is based upon the term of coverage, Product description and retail price limitations shown on the front of this package and continues for the period of time defined on Your sales receipt. This Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

**Accidental Damage from Handling (ADH) Coverage:** ADH Coverage begins on the date of Product purchase and continues for the period defined on Your sales receipt. Coverage for the mechanical or electrical Failure of Your Product is subject to the SERVICE AGREEMENT TERMS described above.

**IF YOUR PRODUCT NEEDS REPAIR:** If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-800-292-7726 (available 24 hours a day) to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or web chat, log onto [www.WCPSONLine.com](http://www.WCPSONLine.com). For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

**WHAT IS NOT COVERED:** THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE; (H) INTERRUPTION OF GAS OR ELECTRICAL SERVICE; (I) NEGLIGENCE, NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT; (J) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) BATTERY FAILURE OR LEAKAGE; (M) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC., UNLESS COVERED UNDER A SERVICE AGREEMENT WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES; (N) ACCIDENTAL DAMAGE, INCLUDING PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE CAUSE BY DROPPING UNLESS THE ADH PLAN DEFINED IN THE

OPTIONAL COVERAGE'S SECTION OF THIS DOCUMENT HAS BEEN PURCHASED; (O) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (P) IMPROPER OR INADEQUATE STORAGE; (Q) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (R) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (S) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (T) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER (E.G., AS ABNORMAL ICE BUILD-UP IN A REFRIGERATOR OR FREEZER); (U) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY INTERNAL COMPONENT OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (V) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER "BROWN-OUT", POWER OVERLOAD OR POWER SURGE UNLESS COVERED AS FURTHER DEFINED IN THE SPECIAL FEATURES SECTION OF THIS DOCUMENT; (W) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (X) DAMAGE/FAILURE DUE TO IMPROPER LUBRICATION, STALE FUEL OR USE OF A FUEL CONTAINING MORE THAN 10% ETHANOL; (Y) DAMAGE RESULTING FROM COMPUTER VIRUSES; (Z) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (AA) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS"; (AB) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (AC) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (AD) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.; (AE) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS; (AF) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (AG) SOFTWARE AND SOFTWARE RELATED PROBLEMS; (AH) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS; (AI) FAILURE TO PRODUCT ATTACHMENTS NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE; (AJ) TELEVISION OR PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS INCLUDING BURNED-IN IMAGES IN CRT OR PLASMA SCREENS CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS, UNIT ABUSE OR FOR ANY OTHER REASON; CRACKED SCREENS UNLESS A SCREEN PROTECTION PLAN HAS BEEN PURCHASED; (AK) REPAIR OF LCD/PLASMA RESOLUTION/FAILURE, PIXEL BURNOUT OR OTHER IMAGE FAILURE NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND/OR MINIMUM DISPLAY STANDARDS OR MINOR PIXEL ILLUMINATION ISSUES THAT DO NOT AFFECT THE OVERALL VIEWING OF THE PANEL SUCH AS, BUT NOT LIMITED TO, MISSING PIXELS, INTERMITTENT PIXELS, OR WRONG COLOR PIXELS; (AL) CONTROL ADJUSTMENTS MADE TO TELEVISIONS TO ENHANCE SCREEN IMAGE QUALITY; (AM) PLASMA TELEVISIONS IN USE AT OR ABOVE 6,000 FEET ABOVE SEA LEVEL UNLESS SPECIFICALLY DESIGNED FOR USE ABOVE THAT ALTITUDE; (AN) FAILURE TO RESET TIMER AFTER A LAMP REPLACEMENT OR EXPLODING OR DIMMING LAMPS; (AO) THIS SERVICE AGREEMENT EXCLUDES ASSISTING CONSUMERS TO OBTAIN NECESSARY HARDWARE (CONVERTER BOXES) FOR CONVERTING ANALOG TELEVISION SIGNALS TO DIGITAL TELEVISION SIGNALS OR FOR ANY REPAIRS OR MODIFICATIONS AS A RESULT OF THE UNAVAILABILITY OF ANALOG BROADCASTING; (AP) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY PROGRAM, DATA OR SETUP RESIDENT ON ANY MASS STORAGE DEVICES INCLUDING BUT NOT LIMITED TO HARD DRIVES, CD-ROM DEVICES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUPS AS A RESULT OF THE MALFUNCTION OF OR DAMAGE TO AN OPERATING PART OF THE COVERED PRODUCT; (AQ) SIGNAL RECEPTION OR TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES; (AR) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, OR OTHER PARTS SUCH AS ACCESSORY CABLES, AIR, FUEL, OIL OR WATER FILTERS, AUGERS, BAGS, BASKETS/BUCKETS, BATTERIES, BELTS, BLADES, BOLTS, BRAKES, BRIGHT METAL, BRIQUETTES, BRUSHES, BULBS, CABINETS, CABLES, CAPS, CARBURETOR, CHAIN BARS, CONNECTORS, CORDS, DECKS, DEVELOPER, DIALS, DISKS, DRAWERS, DRILLS BITS, DRIVE BELTS, DRUMS, DRY CLUTCH ASSEMBLIES, EXHAUST SYSTEM PARTS, EXTERNAL CHAINS, FABRICS, FAN BELTS, FINISH DEFECTS, FRAMES, FREEZE PLUGS, FUEL OF ANY KIND, FUSES, GLASS, GRATES, GRINDER PADS, HANDLES, HINGES, HOSES, IMPELLERS, INK OR INK CARTRIDGES, KEYPADS, KEYS, KNOBS, LAMPS, LATCHES, LAVA ROCKS, LED'S, LCD'S, LIGHTS, LINERS, LINES, LINT SCREENS, LP TANKS, MASKS, MOLDINGS, MOWER BLADES, NEEDLES, NOZZLES, OIL, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACK ROLLERS, RACKS, RIBBONS, SANDPAPER, SCRATCHED LENSES, SEATS, SHEET METAL, SHELVES, SPARK PLUGS, STAPLES; SUPPORTS, SUSPENSION, SWITCHES, THERMOSTATS, TIRES, TONER, TRIMMER HEADS, TUBES, TUBS, WHEEL COVERS, WHEELS, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT; (AS) INTERNAL OR IN-LINE BLOWERS LOCATED IN THE ATTIC, ROOF OR AN OUTSIDE EXHAUST; (AT) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS; (AU) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS OR OTHER SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED, STALE OR IMPROPER FUEL; (AV) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR

USE OF THE COVERED PRODUCT; AND (AW) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE AGREEMENT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT. IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS SERVICE AGREEMENT, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE SERVICE AGREEMENT LESS CLAIMS PAID.

**ADDITIONAL WHAT IS NOT COVERED FOR FURNITURE SERVICE AGREEMENT:**

THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS, DEFECTS, STAINS, OR DAMAGE CAUSED BY OR RESULTING FROM: (A) DOES NOT COVER FLOOR SAMPLES OR MERCHANDISE SOLD AS "CLEARANCE" OR "AS IS" AT THE TIME OF PURCHASE; (B) READY-TO-ASSEMBLE (RTA) FURNITURE; (C) WICKER, RATTAN, OR PVC FURNITURE; (D) FURNITURE THAT IS USED FOR COMMERCIAL, INSTITUTIONAL, OUTDOOR OR RENTAL PURPOSES; (E) STAINS, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR WHICH HAS BUILT UP OVER TIME, (E.G. HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS) OR SIGNS OF SOILING INCLUDE DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE FURNITURE (THESE DARKENED AREAS ARE SIGNS OF SOIL BUILD-UP); (F) DAMAGE DUE TO HARSH OR CORROSIVE CHEMICALS; ACIDS, INCLUDING WITHOUT LIMITATION, DYES AND INKS (EXCEPT BALLPOINT), FERTILIZER, BLEACH, OR GUM; (G) PET DAMAGE (EXCEPT BODILY FLUIDS AS OUTLINED UNDER THE COVERAGE'S SECTION); (H) COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL; (I) STAINS OR DAMAGE CAUSED BY INCONTINENCE; (J) SUN FADE OR DIRECT EXPOSURE TO SUNLIGHT, BRIGHT LIGHT OR EXTREME HEAT; (K) STONE OR SAND ABRASION; (L) ODORS; (M) EXTREME TEMPERATURE OR HUMIDITY CHANGES; (N) FABRICS WITH "X" CLEANING CODES AND NON-COLORFAST FABRICS AND LEATHERS; (O) FURNITURE THAT HAS BEEN NEGLECTED, ABUSED OR IS IN AN UNSERVICEABLE CONDITION; (P) STAINS, COLOR LOSS OR DAMAGE RESULTING FROM CLEANING METHODS OR PRODUCTS (DETERGENTS, ABRASIVES OR OTHER HARSH CLEANING AGENTS) OTHER THAN THOSE RECOMMENDED BY THE FURNITURE MANUFACTURER; (Q) WEAR RELATED ISSUES, SUCH AS BUT NOT LIMITED TO, FADING, WEAR, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING OF ANY FABRIC ON ALL TYPES OF FURNITURE; (R) SPLITS OR BI-CAST LEATHER; (S) VARIATION OF THE COLOR, OR GRAINING OF WOOD OR WOOD PRODUCTS, MARBLE OR LEATHER; SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS OR TOP OR INSIDE ARM AREAS; NATURAL MARKINGS ON LEATHER, SUCH AS, HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES, OR SUEDE, AND LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE STIMULATING NATURAL COWHIDE; NON-BOVINE LEATHERS; NUBUCK AND OTHER BUFFED LEATHERS; (T) PICK-UP AND DELIVERY OF PRODUCTS TO AND FROM A CLIENT LOCATION; (U) LOSS OR DAMAGE TO THE COVERED PRODUCT WHILE IN THE COURSE OF TRANSIT; (V) DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY OR WHILE FURNITURE IS BEING MOVED BETWEEN RESIDENCES OR INTO OR OUT OF STORAGE; (W) IMPROPER OR INADEQUATE STORAGE; (X) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (Y) CLOCK MECHANISMS; (AK) DESIGN DEFICIENCY; (Z) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED OR REPAIRS TO PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (AA) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY COMPONENT PRODUCT OF YOUR FURNITURE SET OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, ALTERATIONS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (AB) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC. OR OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; USER EDUCATION, OR SET UP ADJUSTMENTS.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**CANCELLATION:** You may cancel this Service Agreement by informing the selling dealer/retailer of Your cancellation request within thirty (30) days of the purchase of the Service Agreement and You will receive a one-hundred percent (100%) refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law.

If We cancel this Service Agreement, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro rata purchase price of this Service Agreement.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**TO RENEW THIS SERVICE AGREEMENT:** To renew Your coverage, please call 1-800-541-6014 on or before the expiration date of this Service Agreement. Renewal prices will reflect the age of Your Product, current service costs, and repair experience of the Product model. Renewal prices will be available from the Administrator upon request at the time of renewal. **Note: Not all products are eligible for renewal.**

**DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?** Contact the Administrator for further information by writing to P.O. Box 1189, Bedford, TX 76095, Attn: Direct. For faster service, call 1-800-541-6014. Please have the model number, manufacturer, year of purchase, and other relevant information available when placing Your call. *Offer not available to California residents.*

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-292-7726 with the date of exchange, make, model, and serial number of the replacement Product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Service Agreement.

**TRANSFERS:** If You transfer ownership of Your Product, this Service Agreement may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within ten (10) days of the transfer along with a ten dollar (\$10.00) transfer fee. The cancellation provisions in this agreement only apply to the original purchaser of this Service Agreement. *The Replacement Plan is not transferable.*

This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

#### **STATE DISCLOSURES**

Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**Alabama only:** If Your cancellation request is made more than 30 days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to Us. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use. AMT Warranty Corp. is the Provider under this Service Agreement.

**Arizona only: CANCELLATION** - You may cancel this Service Agreement at any time prior to the expiration date by sending written notice to the Administrator, Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the Service Agreement. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

**California only:** This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price; or if Your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

**Connecticut only:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement

for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

**Florida only:** This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia only:** You may cancel this Service Agreement at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from a refund. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known to You that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs or cleanings. However, this Service Agreement will provide no coverage if You make unauthorized repairs or cleanings.

**Illinois only:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Agreement. The Service Agreement Holder may cancel the Service Agreement at any time. If the Service Agreement Holder elects cancellation, We may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the cancellation fee, will be paid to the Service Agreement Holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured by the number of days still remaining on the Service Agreement, less the value of any service received and any cancellation fee stated in the Service Agreement will be paid to the Service Agreement Holder.

**Indiana only:** Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Service Agreement.

**Missouri only:** If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

**Nebraska only:** If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

**Nevada only:** The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this Service Agreement. This Service Agreement is not renewable. These provisions apply only to the original purchaser of the Service Agreement. You may cancel this Service Agreement at anytime by notifying the Administrator in writing. If You have made no claim and Your request for cancellation is within 60 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Service Agreement, or if Your request is beyond the first 60 days, You will be entitled to a pro-rata refund of the unearned Service Agreement fee, less a \$25.00 administrative fee. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Service Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. In the event the Provider cancels this Service Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs or cleanings. However, unauthorized repairs or cleanings will not be covered under this Service Agreement."

**Emergency Service** for covered products that provide heating or cooling of Your dwelling: If the covered product You purchased provides heating or cooling for Your dwelling, and You sustain a failure of such product that renders Your dwelling uninhabitable, repairs will commence within 24 hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. Please call 1-800-342-5349 to report such a loss.

**New Mexico only:** You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York, South Carolina, and Wyoming only:** You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

**North Carolina only:** The purchase of a Service Agreement is not required in order to obtain financing for the Product. You may cancel this Service Agreement at any time after purchase. You will receive a pro-rata refund of the Service Agreement purchase price less the cost of repairs made and less an administrative fee of 10% of the Service Agreement purchase price up to \$25.00. We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

**Oklahoma only:** This Service Agreement applies to consumer appliance or electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

**CANCELLATION -** The cancellation section of this service warranty is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this contract, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

**Oregon Only:** This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038, (866) 327-5818 and You.

**South Carolina only:** If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas only:** If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is returned to the Provider. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

**Utah only:** Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this Service Agreement for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the Service Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

**Washington only:** You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered

from coverage are limited to those expressly stated under the “**WHAT IS NOT COVERED**” section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038 or 866-505-4048.

**Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

**Wyoming only:** The Furniture Service Agreement is not available to Wyoming residents.

***These terms & conditions are available on Our website at [www.wcpsonline.com/RepairMaster](http://www.wcpsonline.com/RepairMaster) or call (800) 292-7726 to have a copy mailed to You.***