



Service Contract Administrator/Obligor:

Warrantech Consumer Product Services, Inc.

P.O. Box 1189

Bedford, TX 76095

Telephone: (800) 292-7726

or

Technology Insurance Company (Florida License # 03605)

59 Maiden Lane, 6th Floor

New York, New York, 10038

Telephone: (800) 292-7726

CONGRATULATIONS

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a Lawn & Garden Replacement Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. However, if you are a resident of **California, Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator, WCPS of Florida, Inc. (WCPS) (License #80202), 2200 Highway 121, Bedford, TX 76021 and the Provider, Technology Insurance Company (License #03605) 59 Maiden Lane, 6th Floor, New York, New York, 10038, and you, the purchaser.

To validate this Plan, visit our web site at www.myrepairmaster.com. Registrations must be received within 10 days of product purchase to validate this Plan and to ensure coverage. A copy of your proof of product purchase may be required at the time of service. The administrator cannot register your product for this Plan if you do not complete the registration. The administrator reserves the right to reject a registration and will refund the purchase price through the retailer.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator, WCPS will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

PRODUCT ELIGIBILITY

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan 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. In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially. There is no deductible under this Plan. This Plan is not renewable.

COVERAGES

The Lawn & Garden Replacement Plan is an extension of the manufacturer's parts and labor warranty and begins upon expiration of the shortest portion of the manufacturer's parts and labor warranty and continues for the period on the front of this package or until a replacement claim is paid, whichever occurs first. In the event your product suffers a mechanical or electrical failure following the expiration of the shortest portion of the manufacturer's parts and labor warranty, this Plan will replace the defective product with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement product may be new or refurbished. The Plan is limited to one replacement during the lifetime of the Plan and is limited to the term of coverage, product description and retail price limitations shown on the front of this package. This Plan does not cover trip, labor or shipping charges; and is not transferable.



Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Replacement products may be new or rebuilt products. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator and Insurance Company own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

IF YOUR PRODUCT NEEDS REPLACEMENT

- For instructions on how to obtain a replacement product, please call 1-800-292-7726. **You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product.**
- If your Plan expires during the time of an approved replacement, this Plan is extended until the replacement has been completed.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

IMPORTANT CONSUMER INFORMATION

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878.

If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered 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 1-800-733-7136 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 original contract expiration date. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

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

EXCLUSIONS FROM COVERAGE

This Service Contract does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our 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, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.; battery failure or leakage; 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 plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic 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; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, , belts, drums or any other parts or materials which are designed to be consumed during the life of the covered product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to product attachments not provided by the manufacturer or included in the original sale; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer; 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; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge; 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; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance.

Other exclusions include: covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; 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; all 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; equipment sold without a manufacturer's warranty or "as is". This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements.

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.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the retailer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.



OUR RIGHT TO RECOVER PAYMENT

If you have a right to recover against another party for anything we have paid under the service contract, 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 – FLORIDA ONLY

This Plan is between the Administrator, WCPS of Florida, Inc., the Provider, Technology Insurance Company, and you, the purchaser. You may cancel your service contract by informing the selling dealer or the administrator of your cancellation request. In the event the Plan is canceled by the warranty holder, 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 behalf of the warranty holder. In the event the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

CANCELLATION

This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. The service contract is non-cancelable after 30 days from the date of contract purchase. **For those states that do not permit non-cancellation of your service contract, the law of that state shall apply to residents requesting cancellation.**

If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of this Plan are as follows:

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 contract to us. In the event we cancel this service contract, 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.

Arizona only: CANCELLATION - You may cancel this service contract at anytime 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 contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by you or known by you prior to purchasing this Plan.

California only: If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

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 contract. You may cancel your contract if the covered product is sold, lost, stolen, or destroyed. **CANCELLATION** - If we cancel this service contract 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 contract 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.

Georgia only: You may cancel this service contract 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 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 contract will be interpreted and enforced according to the laws of the state of Georgia.

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 contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

Nebraska only: If we cancel this service contract, 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.

New Mexico only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract 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 contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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 contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is not renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If your contract 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 contract 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 contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract 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 contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date.

New York, South Carolina, and Wyoming only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract 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 contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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 contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$25.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

Oklahoma only: This Plan applies to consumer lawn & garden products. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The Oklahoma Department of Insurance does not review commercial service warranty contract language. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this Contract within the first thirty (30) days and no claim has been authorized or paid, we will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Contract purchase price or twenty-five dollars (\$25), whichever is less. If we cancel this Contract, one hundred percent (100%) of the Contract purchase price will be refunded.

South Carolina only: If you have any questions regarding this Contract, 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 contract 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 contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract 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 contract. 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 contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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 contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, 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 contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This service contract 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 contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract 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 contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

Wisconsin only: **THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The purchaser may cancel this service contract at any time. If you cancel this service contract 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 contract. If you cancel this service contract Plan 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.

DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?

Contact WCPS 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.*

These terms & conditions are available on our website at www.wcpsonline.com/RepairMaster or call (800) 292-7726 to have a copy mailed to you.