



Service Agreement Administrator:
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-800-543-8890

CONGRATULATIONS: Thank You for Your recent purchase of the Expert Protection - Out of Warranty Program (the "Service Agreement", "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 plan, as You will need them 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 this Service Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

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, 43rd 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, 43rd 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. "Claim": a demand for payment in accordance with this Agreement sent by You. "Waiting Period": the period of time starting on the Agreement purchase date, through ninety (90) days thereafter, during which time no Claims are considered for coverage under this Agreement. "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. "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" or "Administrator") (Florida residents: 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.**

PRODUCT ELIGIBILITY: The following products are eligible for coverage under this Agreement, when such are no more than five (5) years in age (model year):

- Major Appliances – such as washing machines, dryers, dishwashers, refrigerators, freezers, ranges, cook tops, ovens, microwave ovens.
- Televisions – plasma, LCD and LED LCD. (NOTE: Mitsubishi and projection televisions are excluded from Coverage)

Coverage only applies to Products purchased for normal indoor household use, not for commercial use, which includes rental, business, and industrial or other non-residential use. 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: After a ninety (90) day waiting period from the Agreement purchase date, We agree to repair Your Product in the event Your Product is rendered inoperable due to a Failure during the term of this Service Agreement, as long as the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. 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 WHAT IS NOT COVERED section further below.

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.

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 We determine, in Our sole discretion, that Your Product is not repairable and 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 the 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.

ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT:

- **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 the Underwriter's Laboratory Inc. (UL) (not required for Major Appliances). **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.**
- **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 and a maximum of five hundred dollars (\$500.00) 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.
- **LEMON PROTECTION:** If We have completed two (2) service repairs for the same problem on an individual Product or component, which first began after the manufacturer's warranty term had expired, and if the Product or component requires a third repair for the identical problem as determined by Us, We reserve the right to replace the Product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling, and taxes. Once a covered product is replaced, then this Agreement is considered fulfilled and coverage ends.

DEDUCTIBLE: There is no deductible under this Service Agreement.

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's necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the 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**, shipping and insurance of the Product to the designated Depot Center and return shipping of the Product to Your residence will be provided. 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: For any single claim, the maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Agreement is up to the MSRP of a replacement of the original covered Product with a new or refurbished product of like kind and quality at the time of the Claim.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL 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 OR 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.

TERM OF COVERAGE: Coverage begins upon expiration of the ninety (90) day Waiting Period from the Agreement purchase date 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.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a Claim under this Service Agreement, You must contact the Administrator at 1-800-543-8890 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.MyProtectionPlan360.com/BrandSource. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE AGREEMENT MAY PROVIDE NO COVERAGE 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 by You or Your representative. 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 Product prior to issuance of this service agreement);
- b) improper packaging and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the covered Product;
- 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 unless the Optional Plan for commercial coverage has been purchased and is indicated on Your sales receipt, 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) neglect, 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 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, other external perils of nature;
- 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;
- 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 a service technician authorized by Us;
- v) loss of power, improper use of electrical/power, power 'brown-out', power overload or power surge, unless covered as further defined in the "additional benefits" section of this service agreement;
- w) unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than a service technician authorized by Us;
- 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';
- bb) covered products with removed or altered serial numbers;
- cc) consequential damages or delay in rendering service under this service agreement, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts;
- dd) non-Failure problems, including but not limited to noises, squeaks, etc.;
- ee) normal periodic or preventative maintenance, user education, set up adjustments;
- ff) cleanings or any repair covered by a manufacturer warranty, service agreement or other insurance;
- gg) software and software related problems;
- hh) repairs for cosmetic damage or imperfections or to structural items;
- ii) Failure to product attachments essential to the basic function of the product but not provided by the manufacturer or not included in the original sale of the covered product;
- jj) Mitsubishi and projection televisions;
- kk) television 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, and cracked screens, unless a screen protection plan has been purchased under this service agreement;
- ll) 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;
- mm) control adjustments made to televisions to enhance screen image quality;
- nn) plasma televisions in use at or above 6,000 feet above sea level, unless specifically designed for use above that altitude;
- oo) failure to reset timer after a lamp replacement or exploding or dimming lamps;
- pp) 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;
- qq) signal reception or transmission problems resulting from external causes;
- rr) 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;
- ss) cost of removal or disposal of the product in order to comply with EPA disposal requirements;
- tt) 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;
- uu) liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered product;
- vv) service or replacement outside of the United States of America, its territories, 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 OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

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 Contract at any time by informing the Administrator of Your cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of this Contract only. **NO CANCELLATION FEE APPLIES.**

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).
- We may only cancel this Contract for the following reasons:
 - (A) Non-payment of the Contract purchase price/fee by You;
 - (B) Material misrepresentation by You; or
 - (C) Substantial breach of duties under this Contract by You in relation to the covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee shall apply.



GUARANTY: This is not an insurance policy; it is a service contract. 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, 43rd Floor, New York, NY 10038.

RENEWABILITY: To renew Your coverage, please call 1-800-543-8890 on or before the expiration date of this Service Agreement. Renewal prices will reflect the age of Your Product, current service costs, and Claim 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.

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 1-800-543-8890 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 10 days of the transfer. The cancellation provisions in this Service Agreement only apply to the original purchaser of this Service Agreement.

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

SPECIAL STATE REQUIREMENTS: 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: CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the Covered Product. PARTS – Parts used to repair your product may be new, used, refurbished, or non-original manufacturer parts at the Administrator’s sole discretion.

Arizona: Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WHAT IS NOT COVERED – We shall not provide coverage only for those specifically listed items in the “WHAT IS NOT COVERED” section of this Service Contract. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Service Contract.

Arkansas: CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the Covered Product. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-800-543-8890 (available 24/7) or going online to www.MyProtectionPlan360.com/BrandSource to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim may result in non-payment.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract. CANCELLATION is deleted and replaced with the following: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid. WHAT IS NOT COVERED – Food spoilage is not covered under this Service Contract.

Colorado: SERVICE CONTRACT HOLDER’S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the covered Product. PARTS – Parts used to repair your product may be new, used, refurbished, or non-original manufacturer parts at the Administrator’s sole discretion.

Connecticut: 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 Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed. SERVICE CONTRACT HOLDER’S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract 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 Contract 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 less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: DEFINITIONS – The definition of “Waiting Period” is deleted and replaced as follows: the period of time starting on the Agreement purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Agreement. All other references to a (90) day waiting period from the Agreement purchase date are replaced with a (30) day waiting period from the Agreement purchase date. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WAITING PERIOD – A term equivalent to the thirty (30) day waiting period will be added to the term of Your Service Contract.



Hawaii: SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Illinois: 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 Contract.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

Michigan: APPLIANCE COVERAGE – If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: CANCELLATION is amended as follows: We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED – This Service Contract will not become void if You make unauthorized repairs. However, this Service Contract will provide no coverage if You make unauthorized repairs. WAITING PERIOD –

This contract includes a ninety (90) day waiting period.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. WHAT IS NOT COVERED – The term "etc" is stricken from this contract. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Warranty Contract 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 Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service 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: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. 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. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the Provider. 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 canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-800-543-8890 (available 24/7) or going online to www.MyProtectionPlan360.com/BrandSource to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment. CANCELLATION section is amended as follows: If We cancel this Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED" section of this Service Contract. GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-800-543-8890 (available 24/7) or going online to www.MyProtectionPlan360.com/BrandSource to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and



report the claim may result in non-payment. SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. NO CANCELLATION FEE APPLIES.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. DEFINITIONS – All references to "Service Plan/Agreement" are hereby deleted and replaced with "Service Contract". SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

These terms & conditions are available on the Administrator's website at www.MyProtectionPlan360.com/BrandSource or Call 1-800-543-8890 to have a copy mailed to You.