



**Service Agreement Administrator:**

Guardsman US LLC  
P.O. Box 1189 Bedford, TX 76095  
Telephone: 1-800-543-8890

**CONGRATULATIONS:** Thank You for Your recent purchase of the Expert Protection Service Plan (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 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, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (Florida residents: this Service Agreement is an agreement between You and WCPS of Florida, Inc. (License No. 80202). 2200 Highway 121, Ste. 100, Bedford, TX 76021). 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. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Guardsman US LLC, PO Box 1189, Bedford, TX 76095 ("**Administrator**") (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

**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, providing minimum coverage of ninety (90) days parts and labor. Coverage only applies to Products used non-commercially, unless the Optional Plan for commercial coverage has been purchased and is indicated on Your sales receipt. 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 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" further below.

**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. The Replacement Plan is not transferable. Note: The Replacement Plan does not provide any of the benefits under the "OPTIONAL COVERAGES" or "ADDITIONAL BENEFITS TO YOURSERVICE AGREEMENT" sections.

**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.



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 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.

#### **OPTIONAL COVERAGES:**

**Screen Protection Coverage:** If Screen Protection Coverage is purchased, We will furnish labor and/or replacement parts necessary to replace Your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or manufacturer defects. This coverage is limited to two screen replacements during the term of this Service Agreement, and must be purchased in conjunction with a Repair Plan. This coverage provides carry-in service unless the corresponding Repair Plan provides on-site service.

**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). Note: Except as otherwise provided in this subsection, Commercial Coverage does not provide any of the benefits under the "OPTIONAL COVERAGES" or "ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT" sections.

**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, and subject to the following exclusions: 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.

**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 for covered major components, and does not include labor or trip charges, or 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.

#### **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 contract is considered fulfilled and coverage ends.

**WORLDWIDE SERVICE** Worldwide Service protects Your Product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. You can go to [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) for live warranty support; e-mail us at [internationalsupport@warrantech.com](mailto:internationalsupport@warrantech.com) to leave a message for warranty support; or You may call collect, 817-571-7931.

You will need to carry the Product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair can be approved. You will submit payment to the service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number and include a thorough description of the repair made. This documentation should be sent to Guardsman US LLC, Attn: Claims Dept., P.O. Box 1189, Bedford, Texas 76095. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. NOTE: Worldwide service does not include shipping or on-site service.

**DEDUCTIBLE:** If your plan includes a deductible, the amount shall be defined on the receipt for the purchase of 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: 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 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:**

**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 purchased under the "OPTIONAL COVERAGES"



section and 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 for the term specified in the sales receipt/invoice provided to You at the time of purchase (subject to the LIMIT OF LIABILITY defined above). **Date of Purchase (DOP) Plans:** Coverage under a DOP Plan begins on the date of Product purchase or date of installation by the selling retailer (proof of installation date will be required if different from Product 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.

**Accidental Damage from Handling (ADH) Coverage:** Coverage for ADH 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 terms and conditions described in this document.

**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](http://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, unless the ADH plan defined in the “optional coverages” 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 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';
- (ab) covered products with removed or altered serial numbers;
- (ac) 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;
- (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 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;
- (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, and cracked screens, unless a screen protection plan has been purchased under this service agreement;
- (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 the 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;

(aw) 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 Service Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement. 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, less the cost of repairs made.

If We cancel this Service Agreement 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. 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, 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: IF YOUR PRODUCT NEEDS REPAIR** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) any time. Failure to obtain prior authorization may result in non-payment. **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. If any refund due to You is not paid within 45 days after the return of the service contract to Us we will pay 10% interest on the refund for every 30 days that the refund is not issued to You.

**Arizona: LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, 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, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **"WHAT IS NOT COVERED"** section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract 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. In no event will any claims incurred or paid be deducted from any refund.

**Arkansas: IF YOUR PRODUCT NEEDS REPAIR** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) any time. Failure to obtain prior authorization may result in non-payment.

**California:** Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Obligor for this Service Contract. **CANCELLATION** is amended as follows: 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 sixty (60) 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 sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-800-543-8890 and You. 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. **GUARANTY** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **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 returned, sold, lost, stolen or destroyed.

**Florida:** This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) 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 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. 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: CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund and if applicable, in cases where the original retailer closed, is out of business or You (contract holder) have moved out of the retailer's normal delivery area. If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **WHAT IS NOT COVERED** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

**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. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Kansas: ADDITIONAL BENEFITS TO YOUR SERVICE AGREEMENT** – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of Kansas.

**Michigan:** 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: In no event will any claims incurred or paid be deducted from any refund. 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 nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. 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. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. You may cancel this Service Agreement by returning the Service Agreement to Us within 45 days from the date of purchase of the Service Agreement. If we do not refund the purchase price within 45 days, we will pay an additional 10% of the purchase price for each 30-day period the refund remains unpaid. **WHAT IS NOT COVERED** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

If Your service contract relates to goods that are essential to Your health and safety and the repair of such goods is covered under the terms and conditions of Your contract, You may request emergency service at any time by calling Us at 800-543-8890 or online at [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com).

If the emergency service involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, We will commence repairs within 24 hours after the report of the claim and will complete repairs as soon





as reasonably practicable thereafter. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and to the Nevada Insurance Commissioner as required by Nevada law. Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

**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: GUARANTY** is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **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:** The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-800-543-8890, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **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 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 Contract purchase price. If You cancel this Service 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 one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service 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 Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-800-543-8890 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **IF YOUR PRODUCT NEEDS REPAIR** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. NOTICE: As used in the **"WHAT IS NOT COVERED"** section of this Contract, the word "data" refers to non-proprietary information.

**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 Guardsman US LLC, Service Contract Administrator No. 731. 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 thirty (30) 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:** The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-800-543-8890. 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. **GUARANTY** is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

**Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract. 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 which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Service Agreement/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. 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 thirty (30) 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 above 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 fifteen (15) 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. Unauthorized repairs may not be covered.

**Wyoming:** This service contract is not available in Wyoming.

**These terms & conditions are available on the Administrator's website at [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) or**



*Call 1-800-543-8890 to have a copy mailed to You.*