

## PRODUCT SERVICE CONTRACT TERMS & CONDITIONS

Administrator: WCPS of Florida, Inc.  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-800-543-8890

FOR FAST CLAIM SERVICE VISIT [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com)

**CONGRATULATIONS!** Thank You for Your recent purchase of the Out of Warranty Service Plan (the "Service Contract"). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract 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 Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

### DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning – "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Contract as the service contract provider, WCPS of Florida, Inc. (license No. 80202). P.O. Box 1189 Bedford, TX 76095. "**Administrator**" means the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, WCPS of Florida, Inc., License No. 80202). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Contract to the person to whom this Service Contract was properly transferred. "**Product**" means the item(s) which You purchased with and is covered by this Service Contract. "**Waiting Period**": the period of time starting on the Contract purchase date, through ninety (90) days thereafter, during which time no Claims are considered for coverage under this Contract. "**Commercial Use**" means merchandise that is intended for use in heavy commercial or industrial applications/ operations, or any other non-residential use, including rental, business, educational and institutional. COMMERCIAL USE IS NOT COVERED UNLESS THE "COMMERCIAL COVERAGE" OPTION HAS BEEN PURCHASED. "**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. "**Claim**" means demand for payment in accordance with this Contract sent by You. "**Deductible**" means the amount You are required to pay for covered repairs and replacements.

Please contact the Administrator if You have any questions about this Service Contract.

### PRODUCT ELIGIBILITY

The following products are eligible for coverage under this Contract, 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, Micro Display, projection TVs, projectors, custom home theater, screen protection  
(NOTE: Mitsubishi and projection televisions are excluded from Coverage)
- Electronics – tablet computer, laptops/notebooks, camera/camcorder, headphones
- Home – furniture, Home security, lamps, lawn equipment, lawn and garden, fitness equipment

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

After a ninety (90) day waiting period from the Contract purchase date, 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 Contract, as long as 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 Contract 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 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 Contract in its entirety and will discharge all further obligations under this Service Contract, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new Service Contract 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 YOUR SERVICE CONTRACT" 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 Contract. 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 delivery, installation taxes and less claims paid, if any, and this Service Contract 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 Contract 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 Contract 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 CONTRACT" sections.

**Accidental Damage from Handling Coverage (ADH Coverage):** If purchased, ADH Coverage augments Your Service Contract 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 CONTRACT

**POWER SURGE PROTECTION:** This Service Contract 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 e-mail us at [customer@amyntagroup.com](mailto:customer@amyntagroup.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. The Administrator must approve the total cost of repairs prior to service being performed. 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 WCPS, 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 Contract.

**PLACE OF SERVICE:** If Your Service Contract 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 [Your responsibility] [covered by this Service Contract]. 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 Contract 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] [You are responsible for the safe shipping of Your Product to Our authorized depot center, as directed by the Administrator, and the costs required for the safe shipping of the Product back to Your location is covered by this Service Contract].

If Your Product qualifies for Carry-In Service, You are responsible for transporting Your Product to and from the designated service center. In the event Your Product needs to be shipped to another location determined by Us, [costs required for the safe shipping of Your Product to and from Our authorized service center is covered by this Contract] [You are responsible for the safe shipping of Your Product to and from Our authorized service center].

If Your covered Service Contract 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 Contract, You will be responsible for the on-site service charge and making ensuring the product is accessible to service. 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 Contract, 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 Contract 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.]

**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 CONTRACT, INCLUDING INHERENT PRODUCT FLAWS.**

#### **TERM OF COVERAGE**

Coverage begins upon expiration of the ninety (90) day Waiting Period from the Contract purchase date and continues for the period of time defined on Your sales receipt. This Service Contract 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 Contract continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Contract, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

**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 Contract, this Service Contract 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 Contract 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 "OPTIONALCOVERAGES" section and the benefits You are entitled to under the "ADDITIONAL BENEFITS TO YOUR SERVICE CONTRACT" section begin on the date this Service Contract was purchased by You. This Service Contract 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 Contract 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 Contract continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Contract, 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:** Please call 1-800-543-8890 Monday through Friday 8am to 5pm. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE CONTRACT 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 Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed.

#### **WHAT IS NOT COVERED**

This service contract 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 contract);
- (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 venting 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 contract;

(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 contract, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts;

(ad) non-Failure problems, including but not limited to noises, squeaks, etc.;

(ae) normal periodic or preventative maintenance, user education, set up adjustments;

(af) cleanings or any repair covered by a manufacturer warranty, service Contract 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 contract;

(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 contract 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, , 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, 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) rust corrosion, warping, bending, animal (Damage) or insect infestation;
- (au) cost of removal or disposal of the product in order to comply with EPA disposal requirements;
- (av) 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;
- (aw) liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered product;
- (ax) 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 CONTRACT 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.

**(ay) We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming destruction or deletion of data or software by any means.**

#### **OUR RIGHT TO RECOVER PAYMENT**

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

#### **CANCELLATION**

**NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.**

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. If You cancel within 60 days of the purchase of the Service Contract, You will receive 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. If, after 60 days, the Service Contract is canceled by You, You will receive not less than 90 percent (90%) of the unearned pro rata premium, less any claims paid on the contract.

WE MAY ONLY CANCEL THIS CONTRACT FOR: (1) Non-payment of the Contract purchase price/fee by You; (2) Material misrepresentation by You; or (3) Substantial breach of duties under this Contract by You in relation to the Covered Product or its use. If We cancel this Service Contract, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Contract, You will receive a refund based upon one hundred percent (100%) of the unearned pro-rata purchase price of this Service Contract.

#### **RENEWABILITY**

If You wish to renew coverage under this Service Contract, please call 1- 800-541-6014 prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available. 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 888-852-2244 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 Contract.

#### **TRANSFERS**

This Service Contract may be transferred with the Product to any person in the United States by contacting the Administrator, to initiate Our transfer process. The cancellation provisions in this Service Contract only apply to the original purchaser of this Service Contract.

#### **ENTIRE CONTRACT**

This Service Contract; 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 Contracts may vary widely from state to state. Any provision within this Service Contract 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 Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

**Florida only:** The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. Our obligations under this Service Contract are backed by our full faith and credit.

Log onto the Administrator's website at [www.wcpsonline.com](http://www.wcpsonline.com) or Call 1-800-543-8890 to obtain a copy of these terms & conditions.