

PLUS Product Protection Plan
 Guardsman US LLC
 2200 Highway 121, Ste. 100
 Bedford, TX 76021
 1-866-927-3118



| | |
|------------------------------------|-------------------|
| Date | date |
| Agreement Number | application ID |
| Coverage from to (midnight) | from date to date |
| Brand | brand |
| Model | model |
| Category | category |
| Serial Number | serial number |
| Product Price | equipment cost |
| Date of Purchase | purchase date |
| Dealer | dealer name |
| Plan Type | product name |
| Plan Price | retail PLUS price |
| Phone Number | tel |

contact name address

Dear contact name,
 Thank you for your recent purchase of our Plus Product Protection Plan. We hope you enjoy your new product with the added comfort and protection this plan provides. We are pleased to provide you with your Service Agreement ("Service Agreement"). If you require any assistance, please feel free to contact our Customer Services Department. **We are open Monday through Friday from 7:00 AM to 10:00 PM (EST), Saturday from 8:00 AM to 9:00 PM (EST), and Sunday from 8:00 AM to 8:00 PM (EST).**

Thank you,
Customer Service

West Marine Outboard /Verado Service Agreement

DEFINITIONS:

- Service Agreement**refers to this **Service Agreement** which **You** purchased from **Us** to protect **Your Outboard Motor**.
- Coverage**.....means the protection **You** have chosen for the covered parts and components of **Your Outboard Motor**.
- Outboard Motor**means the outboard motor **You** purchased concurrently with and is covered by this **Service Agreement**.
- Deductible**.....means the amount **You** will need to pay, as shown under "Deductible" for covered **Failures**.
- Failure** means the failure of a covered part or component of **Your Outboard Motor** to perform its intended function(s) in normal service due to defects in material and/or workmanship, provided **Your Outboard Motor** was supplied by the Manufacturer or Dealer. **Failure** does not include gradual reduction in operating performance due to wear and tear or damage resulting from **Failure** of non-covered parts.
- We, Us, Our**.....refers to Guardsman US LLC, who is the Administrator and party obligated to perform under this **Service Agreement**. In Florida, "We", "Us" and "Our" means WCPS of Florida, Inc., FL License # 80202.
- You, Your**refers to the purchaser of the **Outboard Motor** covered by this **Service Agreement**, or the person to whom this **Service Agreement** was properly transferred.

TERMS AND CONDITIONS:

The following represents the Coverage, Benefits, Cancellations, What to do in the Event of a **Failure** and Exclusions of **Your Service Agreement**. In order to be eligible for **Coverage**, You must register Your **Service Agreement** prior to making a claim. You may register Your **Service Agreement** at www.westmarine.com or by contacting **Us** at 1-866-927-3118.

- 1. CONTRACT PERIOD:** **Coverage** under this **Service Agreement** begins upon the expiration of the original equipment manufacturer's written warranty and will expire five (5) years from the purchase date of **Your Outboard Motor**.
- 2. FAILURE OF COVERED PARTS:** In consideration of payment of the **Service Agreement** price, **We** agree to pay or reimburse **You** for reasonable costs to repair or replace a **Failure** of a part or component included in **Your Coverage**. **Replacement parts may be new, remanufactured, or non-original manufacturer's parts of like kind and quality that perform to the required factory specifications.**
- 3. TERRITORY:** This **Service Agreement** is limited to **Failures** which occur, and repairs that are made, within the territorial waters of the United States of America and Canada.
- 4. LIMIT OF LIABILITY**
 The Maximum limit of liability for any one loss shall not exceed the lesser of:
 a) the actual cash value of the **Outboard Motor** as determined by National Automobile Dealers Association (NADA) outboard motor pricing at the time of repair; or
 b) \$15,000
 In no event shall the aggregate limit of liability for all approved claims made by **You** pursuant to this **Service Agreement** exceed the purchase price of **Your Outboard Motor**, or \$15,000, whichever is less.
- 5. OUR RIGHT TO RECOVERY:** If **We** pay anything under this **Service Agreement** and **You** have a right to recover from another party, **Your** rights will become **Our** rights up to the amount **We** paid. **You** will do whatever is necessary to enable **Us** to enforce these rights.
- 6. TRANSFER RIGHTS:** **You** may transfer this **Service Agreement** to any person in the United States by contacting Us at 1-866-927-3118 toll-

free.

The transfer of **Your Service Agreement** is subject to a \$50.00 administration fee (\$25 in CA) made payable to **Us** within thirty (30) days of the transfer of ownership of **Your Outboard Motor**.

7. MAINTENANCE REQUIREMENTS: You must maintain **Your Outboard Motor** according to the manufacturer's recommendations as outlined in the owner's manual. You must be sure only the proper grade of lubricants, coolants and fluids, as recommended by the manufacturer, is used in **Your Outboard Motor**. It is necessary for You to retain verifiable receipts for all parts and materials necessary to perform the required maintenance. If necessary, this documentation will be verified by **Us**. Damage caused by inadequate fluid levels are not covered by this **Service Agreement**. Check **Your** fluid levels when refueling.

8. ARBITRATION: If **We** and **You** do not agree on the settlement of any claim, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

LIMITATION OF OUR 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.

COVERAGE: **ENGINE**

Internally lubricated parts contained within the block to include: pistons, piston rings and pins, main and rod bearings, crankshaft, connecting rods, camshaft, camshaft bearings, valves, valve springs, guides and seats, reeds and reed blocks. Timing chain, gears and/or belts. Seals and gaskets of a covered component if defective. Engine head(s), engine block and/or cylinder barrels, intake manifolds only if damaged beyond repair as a result of a mechanical breakdown of one of the above covered components.

LOWER UNIT

Internally lubricated parts contained within the gear case. (Gear case if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

JET DRIVE

Internally lubricated parts contained within the pump housing. (Pump housing if damaged beyond repair by a covered component). Seals and gaskets of a covered component if defective.

FUEL DELIVERY

Fuel delivery pump (mechanical/diaphragm), carburetor body, air box (silencer), electric choke solenoid (enrichener). Seals and gaskets of a covered component if defective.

ELECTRICAL

Alternator/stator, voltage regulator/rectifier, engine mounted terminal blocks, engine mounted wiring harness, starter motor, starter armature, starter field windings, starter magnets, brush holder and brushes, end caps and bushings, starter drive, starter solenoid.

IGNITION

Power Pack/Switch Box, Amplifier, ignition high output coil, ignition trigger coil, spark plug wires.

POWER TRIM

Power trim motor, power tilt motor, power trim cylinders, including cylinder rams, cylinder seals, cylinder mounts and pivots, power trim motor actuator solenoids, power trim wiring harness, power trim master control switches, reverse lock valve, manual trim cylinder, manual trim cable, and control valve.

CONTROLS

Shift and throttle control box parts to include: cams, eccentrics, shafts, pivots, bushings, housing, control arms/levers and knobs, shift control cable, throttle control cable, ignition switch.

MECHANICAL STEERING

Control helm assembly, control rack and yoke assembly, power steering pump, power steering cylinder, steering wheel, steering wheel mounting hub. (Excludes cables). Seals and gaskets of a covered component if defective.

HYDRAULIC STEERING (MANUAL SYSTEMS)

Hydraulic steering head, hydraulic steering lines, hydraulic steering cylinder, hydraulic steering flow valves, steering yoke. (Excludes cables). Seals and gaskets of a covered component if defective.

OIL INJECTION SYSTEMS

Oil injection pump, oil pump drive gear, oil pump drive shaft, oil tank, oil tank cap, oil level sensors, oil level warning horns and lights, oil injection lines, oil injection check valves, oil injection metering system.

EFI/DFI COMPONENT COVERAGE

Electric fuel delivery pumps (high and low pressure), fuel injectors, fuel distributors, ECU module, throttle position sensor, manifold air temperature sender, idle speed control, mass air flow sensor, detonation/knock sensor, ignition pick-up sensor. Seals and gaskets of a covered component if defective.

Additional Benefits:

HOIST/HAUL-OUT: This **Service Agreement** will pay up to \$100.00 for the actual cost of Hoist/Haul-Out anytime a covered component fails requiring Hoist/Haul-out to facilitate diagnosis or repairs (except where prohibited by law). Any reimbursement shall be the actual Hoist/Haul-Out charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer.

TOWING: This **Service Agreement** will pay up to \$100.00 for towing anytime a covered component fails causing **Your** watercraft to be towed either in water or on land (except where prohibited by law). Any reimbursement shall be the actual Towing charges in excess of any applicable reimbursement from any other party, including but not limited to, a manufacturer, association or insurer. Towing must be performed by a valid marine towing company or authorized marine service facility.

PICK-UP/DELIVERY: The **Service Agreement** will pay up to \$100.00 for the actual cost of Pick-Up/Delivery for Craft up to 25 feet anytime a covered component fails requiring Pick-Up/Delivery to facilitate diagnosis or repairs (except where prohibited by law). Any reimbursement shall be the actual Pick-Up/Delivery charges in excess of any applicable reimbursement from any other party, including, but not limited to, a manufacturer, association or insurer.

WHAT TO DO IN THE EVENT OF A FAILURE:

1. Prevent Further Damage - **You** should use all reasonable means and precautions to protect **Your Outboard Motor** from further damage. This **Service Agreement** will not cover damage caused by not securing a timely repair of the failed component.

2. If **Your Outboard Motor** breaks down, return to the Issuing Dealer during normal service department hours. If this is not possible, take **Your Outboard Motor** to the licensed repair facility of your choice (**You** may contact **Us** for assistance in locating a repair facility).

3. Instruct the repair facility that they must obtain an authorization number from **Us** prior to proceeding with repairs. The amount so authorized is the maximum that will be paid. Any additional amounts need prior approval from **Us**.
4. In some cases, **You** may be required to authorize the repair facility to inspect or tear down **Your Outboard Motor** to determine the cause and cost of the repair. **You** will be responsible for these charges if **Failure** is not covered by this **Service Agreement**. **We** reserve the right to require an inspection of **Your Outboard Motor** prior to any repair being performed.
5. After **We** has been contacted, **We** will review with the repair facility the parts and/or components of the **Outboard Motor** that will be covered by this **Service Agreement**.
6. **We** will reimburse the repair facility or **You** for the cost of authorized repairs performed on **Your Outboard Motor**. All repair orders and necessary documentation must be submitted to **Us** within thirty (30) days to qualify for payment.

CANCELLATION OF THE SERVICE CONTRACT:

1. **You** may cancel this **Service Agreement** at any time. To arrange for cancellation of this **Service Agreement**, call **Us** at 1-866-927-3118 toll-free to be provided with a cancellation request form. You will be required to submit to **Us** the completed cancellation request form along with the administrative fee, if applicable, as outlined below.
2. If **You** cancel this **Service Agreement** within the first sixty (60) days, You will receive a full refund, less any claims paid or pending. If you cancel this **Service Agreement** after sixty (60) days, You will receive a pro rata refund based on the time remaining on Your **Service Agreement**, less an administrative fee of \$50.00 (\$25 in AL, CA and WA) or 10% of the **Service Agreement** price, whichever is less.
3. **We** may cancel this **Service Agreement** for the following reasons: non-payment of the **Service Agreement** plan price, fraud or for material misrepresentation. If **We** cancel this **Service Agreement**, **We** will provide **You** with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund **Your** payment in full, less any claims paid or pending.
4. If **Your Outboard Motor** and this **Service Agreement** has been financed, the lien-holder may cancel this **Service Agreement** for non-payment, or if **Your Outboard Motor** has been declared a total loss or has been repossessed. The rights under this **Service Agreement** are transferred to the lien-holder and the lien-holder is also entitled to any resulting refund. In the event of cancellation, the lien-holder, if any, will be named on the cancellation refund check.

EXCLUSIONS:

Parts not specifically listed are not covered. This **Service Contract** provides **NO** coverage or benefits for the following:

- A. FAILURES WHICH OCCUR, OR REPAIRS PERFORMED, OUTSIDE THE TERRITORIAL WATERS OF THE UNITED STATES AND CANADA.
- B. REPAIR OR REPLACEMENT OF ANY COMPONENT PARTS NOT SPECIFICALLY COVERED BY THE CONTRACT.
- C. REPAIRS OF COVERED COMPONENTS REQUIRED AS A RESULT OF THE FAILURE OF A NON-COVERED COMPONENT.
- D. REPAIRS REQUIRED AS A RESULT OF OTHER THAN A MANUFACTURER'S DEFECT, SUCH AS A DESIGN DEFECT OR NORMAL WEAR.
- E. REPAIR TO PISTONS, RINGS AND/OR PINS DUE TO CARBON OR "COKING" CONDITION.
- F. REPAIR TO VALVES DUE TO CARBON, DISHED, TULIPED OR STUCK CONDITION.
- G. LOSS AS A RESULT OF WATER INGESTION THROUGH THE INTAKE MANIFOLD, CARBURETOR, OR EXHAUST SYSTEM.
- H. REPAIR OR REPLACEMENT OF ANY COMPONENT COVERED BY INSURANCE OR THE MANUFACTURERS LIMITED WARRANTY OR RECALL POLICIES AFTER THE LIMITED WARRANTY EXPIRES WHETHER COLLECTIBLE OR NOT.
- I. DAMAGE AS A RESULT OF IMPACT, COLLISION OR GROUNDING.
- J. MAINTENANCE SERVICES SPECIFIED IN THE OWNER'S LITERATURE SUPPLIED WITH THE PRODUCT AND THE PARTS USED IN CONNECTION WITH SUCH SERVICES SUCH AS ADJUSTMENTS, SPARK PLUGS, OIL OR FLUIDS, BELTS, HOSES, OIL FILTERS AND CLAMPS, MISCELLANEOUS AND SHOP SUPPLIES.
- K. USE OF EQUIPMENT AND ACCESSORIES NOT INSTALLED BY THE MANUFACTURER OR DEALER, OR IMPROPER INSTALLATION OF THESE ITEMS BY THE MANUFACTURER OR DEALER. LOSS OR DAMAGE ARISING OUT OF WIRING, CABLING, PIPING AND FITTINGS SUCH AS HOSE CLAMPS IS EXCLUDED.
- L. LOSS OF DETONATION, OVERHEATING, PRE-IGNITION, OR LEAN OR IMPROPER FUEL MIXTURE UNLESS CAUSED BY THE FAILURE OF THE OIL INJECTION SYSTEM (CARBURETORS ARE NOT COVERED). LOSS CAUSED BY FOREIGN SUBSTANCE IN THE FUEL AND/OR OIL NOT RECOMMENDED BY THE MANUFACTURER OR THE USE OF FUEL CONTAINING MORE THAN 10% ETHANOL.
- M. LOSS CAUSED BY EXTERNAL WATER INLETS, OR OUTLETS AND/OR INTERNAL WATER PASSAGES BEING CLOSED OR RESTRICTED, OR MOTOR/DRIVE IMPROPERLY MOUNTED.
- N. REPAIRS REQUIRED AS A RESULT OF (A) FAILURE TO PROPERLY CARE FOR OR MAINTAIN THE PRODUCT; (B) FIRE, ACCIDENT, ABUSE, NEGLIGENCE OR ACTS OF GOD; (C) FAILURE TO PROPERLY OPERATE THE PRODUCT; (D) MODIFICATION OR ANY ALTERATION TO PRODUCT NOT RECOMMENDED OR APPROVED BY THE MANUFACTURER; (E) USING THE PRODUCT FOR SPEED EVENTS SUCH AS RACES OR ACCELERATION TRIALS; (F) RUST, COSMETIC OR PAINT CHANGES; ELECTROLYSIS OR CORROSION; (G) INADEQUATE OR IMPROPER HAUL- OUT; LAUNCH, TOWING AND STORAGE (INCLUDING RACK STORAGE); (H) FREEZING OR ICE DAMAGE; (I) WATER DAMAGE DUE TO SUBMERSION; (J) REVERSE POLARITY; (K) AQUATIC GROWTH, SEAWEED, ALGAE, BARNACLES CONTAMINATION; (M) THE FAILURE OR LOOSENING OF EXTERNAL FASTENERS AND/OR BOLTS.
- O. UNAUTHORIZED REPAIRS PERFORMED BY OTHER THAN AUTHORIZED DEALERS AND REPAIRS REQUIRED AS A RESULT OF PARTS USED OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.
- P. ADDITIONAL SERVICE WORK REQUESTED BY YOU OTHER THAN NECESSARY TO SATISFY THE CONTRACT COVERED REPAIRS.
- Q. CHARGES FOR INSTALLATION OF APPROPRIATE CARBURETOR JETS OR GEARS TO MEET LOCAL ALTITUDE REQUIREMENTS.
- R. REMOVAL AND/OR REPLACEMENT OF CRAFT BULKHEADS, DECK, HULL, GEAR, EQUIPMENT OR ANY MATERIAL FOR NECESSARY ACCESS TO THE PRODUCT.
- S. BODILY INJURY OR PROPERTY DAMAGE ARISING OR ALLEGEDLY ARISING OUT OF A DEFECT IN THE DESIGN, MANUFACTURER, MATERIALS OR WORKMANSHIP OF A COVERED COMPONENT.
- T. PROPELLER(S) AND ANY DAMAGE TO COVERED COMPONENTS, IF DAMAGE WAS CAUSED BY PROPELLER(S).
- U. ANY AND ALL DAMAGE TO HULL, OR PARTS OF THE CRAFT NOT A PART OF THE COVERED COMPONENTS.
- V. SIMILAR REPAIRS TO THE SAME COMPONENT WITHIN A 90-DAY PERIOD.
- W. REPLACEMENT OF SEALS AND GASKETS DUE TO SEEPAGE OR OVERHEATING. MINOR LOSS OF FLUID IS NOT A MECHANICAL FAILURE.
- X. ANY DAMAGES TO THE CRAFT ARISING FROM THE FAILURE OF THE TRAILER.
- Y. REPAIRS TO PARTS OF THE CRAFT NOT SPECIFICALLY INDICATED UNDER THE "WHAT IS COVERED" SECTION OF THIS CONTRACT.
- Z. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE EXCLUDED OR LIMITED AS ALLOWED BY LAW. ANY IMPLIED WARRANTY OF WORKMANSHIP AND/OR SEAWORTHINESS ARE EXCLUDED

AA. MERCUISER DRY SUMP DRIVES; SUPERCHARGED STERN DRIVES.

RENEWAL:

This **Service Agreement** may at **Our** discretion be renewed at the expiration of its term. When **We** offer to renew the **Service Agreement**, the renewal price quoted will reflect the age of the **Outboard Motor** and the prevailing service cost at the time of the renewal.

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 **Outboard Motor** within sixty (60) days after the product has been returned or, in the event that **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 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

SPECIAL STATE DISCLOSURES

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

ALABAMA ONLY: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-927-3118 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION OF THE SERVICE CONTRACT** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

ARIZONA ONLY: 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. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "**EXCLUSIONS**" section which occurred while owned by You. **CANCELLATION OF THE SERVICE CONTRACT** 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 ONLY: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866- or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

CALIFORNIA ONLY: 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 OF THE SERVICE CONTRACT** 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 ONLY: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-927-3118 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 OF THE SERVICE CONTRACT** 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 ONLY: 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 OF THE SERVICE CONTRACT** 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 ONLY: CANCELLATION OF THE SERVICE CONTRACT 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. **EXCLUSIONS** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **EXCLUSION N(D)** is amended as follows: Modification or any alteration to product made by you or with your knowledge. **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 ONLY: Guardsman US LLC. is the obligor and administrator of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

INDIANA ONLY: 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 ONLY: 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 ONLY: CANCELLATION OF THE SERVICE CONTRACT 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. **EXCLUSIONS** – 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 866-927-3118 or online at 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, (866) 927-3118.

NEW HAMPSHIRE ONLY: 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 ONLY: 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 OF THE SERVICE CONTRACT** 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 ONLY: CANCELLATION OF THE SERVICE CONTRACT 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 ONLY: The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-927-3118, 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 OF THE SERVICE CONTRACT** 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 ONLY: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-927-3118 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. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-927-3118 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION OF THE SERVICE CONTRACT** 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.

SOUTH CAROLINA ONLY: 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 ONLY: 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 OF THE SERVICE CONTRACT** 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 ONLY: The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-927-3118. 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 OF THE SERVICE CONTRACT** – 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 ONLY: 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 ONLY: The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS**– What is excluded from coverage is limited to that which is expressly stated under the “**EXCLUSIONS**” 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 ONLY: 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 OF THE SERVICE CONTRACT** 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 ONLY: If You request cancellation of this Service Agreement within sixty (60) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use. The Arbitration Provision section of this Contract is stricken in its entirety.

CANADIAN PROVINCIAL REQUIREMENTS –
IN CANADA, THIS PLAN IS ONLY AVAILABLE TO RESIDENTS OF BRITISH COLUMBIA AND ONTARIO.

BRITISH COLUMBIA ONLY: the following DEFINITION is deleted and replaced with: “**We**”, “**Our**”, or “**Us**” mean Industrial Alliance Pacific General Insurance Corporation, a Canadian-admitted insurer, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5, and “Administrator” means AMT Service Corp. of Canada, ULC, c/o PO Box 1189, Bedford, TX 76095. The GUARANTY provision is deleted and replaced with: GUARANTY: this Service Agreement is an extended warranty contract of insurance issued by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, B.C., V6K 4N5.

ONTARIO ONLY: the following DEFINITION is deleted and replaced with: “**We**”, “**Our**”, or “**Us**” mean the party contractually obligated to provide service under this Service Agreement, Industrial Alliance Pacific General Insurance Corporation, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5, and “Administrator” means AMT Service Corp. of Canada, ULC, c/o PO Box 1189, Bedford, TX 76095. The GUARANTY provision is deleted and replaced with: GUARANTY: This Plan is not a contract of insurance; however, the obligations hereunder are fully insured by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, B.C., V6K 4N5.

ENTIRE CONTRACT: This Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms unless amended by State Specific Disclosures.

| | |
|--------|-------|
| Tel: | _____ |
| Fax: | _____ |
| Email: | _____ |
| Web: | _____ |