

# PLUS PRODUCT PROTECTION PLAN

## Terms and Conditions

### CONGRATULATIONS:

You have just made a smart consumer decision to protect Yourself from the future cost of repairing Your new product by purchasing the Plus Product Protection Plan (the "Plan"). Please keep this Plan, Your sales receipt or other proof of purchase for this Plan and Your sales receipt for Your West Marine product together in a safe place. You will need them to verify Your coverage under this Plan. All of these are incorporated in and made a part of this Plan. This information will serve as a valuable reference guide and will help You determine what is covered by the Plan. By purchasing this Plan, You consent to the use and transmission of Your customer information only in connection with the Plan.

### DEFINITIONS:

Throughout the Plan, the words "We", "Our", or "Us" mean the party or parties contractually obligated to provide service under this Plan which is the Administrator, Guardsman US LLC, whose address is PO Box 1189, Bedford, TX 76095, and whose toll free phone number is 1-866-927-3118, except as follows: 1) in CA, CO, KS, ME, MI, NC, NJ and PA the party obligated is the West Marine dealer from which You purchased the Covered Product; 2) in Florida, WCPS of Florida, Inc., whose address is 2200 Highway 121, Ste. 100, Bedford, TX 76021; and 3) in Canada, "We", "Us", "Our" mean 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 words "You" and "Your" refer to the purchaser of this Plan or to the person to whom it was properly transferred. "Proof of Purchase" means Your sales receipt or other evidence showing the date and purchase price of this Plan or Your West Marine product as applicable, which receipt or other evidence is incorporated herein by reference.

### PRODUCT ELIGIBILITY, COVER AGE AND TERM:

***Coverage under this Plan only applies after expiration of the manufacturer's original written warranty With the exceptions of 1) Wear and Tear and 2) Power Surge coverage and 3) Onboard service for covered products with a value of over \$750.00, which commence on the date of purchase. For assistance in obtaining service during the manufacturer's original warranty period call 1-866-927-3118. For Service under this Plan see "If Your Covered Product Needs Repair" below.***

This Plan covers eligible West Marine products purchased as new and manufactured for use in Canada or the United States, which at the time of purchase included a manufacturer's original written warranty valid in Canada or the United States providing minimum coverage of one (1) year parts and ninety (90) days labor with a minimum of ninety (90) days of parts coverage remaining at the time of Plan purchase (a "Covered Product"). This Plan covers all defects in materials and workmanship that would normally be covered by the original manufacturer's written warranty, unless otherwise excluded by the terms and conditions stated herein.

Coverage only applies to Covered Products used non-commercially, unless otherwise indicated.

We agree to repair or replace the Covered Product(s) in the event they are rendered inoperable through normal use due to defects in materials or workmanship, normal wear and tear or power surge, subject to the terms and conditions listed below, for a period of either one (1) year or two (2) years (as indicated on Your Proof of Purchase) commencing immediately following the expiration of the manufacturer's original written warranty (the "Term") With the

exceptions of 1) Wear and Tear and 2) Power Surge coverage which commence on the date of purchase. In no event shall the manufacturer's original written warranty and the Term of the Plan combine to exceed five (5) years from the original purchase date of the Covered Product. Products with a value of over \$750.00 that are fixed to the boat are eligible for onboard service at no additional cost from the date of purchase.

Coverage under this Plan commences immediately following the expiration of the manufacturer's original written warranty. If the manufacturer's warranty offers a different coverage period for parts than for labor, this Plan shall commence immediately following the expiration of the shortest portion of the manufacturer's coverage period. There is no deductible under this Plan.

### CONDITIONS:

We reserve the right, in Our sole discretion, to repair or replace Your Covered Product. In the case of repair, We reserve the right to use rebuilt or remanufactured parts. In the case of replacement, We reserve the right to replace Your Covered Product with a comparable product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. The price of any single repair or replacement shall not exceed the original retail purchase price of the Covered Product. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this Plan not to exceed the purchase price paid for the Covered Product. Replacement of a Covered Product will fulfill this agreement in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new extended service contract if the replacement product is eligible for coverage under such a plan.

In the event that replacement parts needed for repair or a replacement product should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the Plan, less claims paid, if any, and subject to any laws which may override this condition. In no event shall We be liable for any damages as a result of the unavailability of replacement parts or products.

### EXCLUSIONS FROM COVERAGE:

#### THIS PLAN DOES NOT COVER ANY OF THE FOLLOWING:

- UNAUTHORIZED REPAIRS OR MODIFICATIONS OR DAMAGE RESULTING FROM SAID REPAIR, SUBJECT TO APPLICABLE FEDERAL, PROVINCIAL OR STATE LAW;
- ANY REPAIR COVERED BY THE MANUFACTURER'S WARRANTY;
- REPAIRS TO COSMETIC PARTS OR REPAIRS REQUIRED DUE TO DETERIORATION OF THE APPEARANCE OR FINISH OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO: RUST, SCRATCHES, PEELING, DENTS, DAMAGE TO CABINETRY, WARPING OR RUSTING OF ANY KIND IN THE HOUSING, CASE, OR FRAME OF THE COVERED PRODUCT OR ANY NON-OPERATING PART, INCLUDING PLASTIC OR DECORATIVE PARTS ;
- RECALL, OR REWORK REQUESTED BY THE MANUFACTURER REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- COMPONENTS NOT COVERED BY THE MANUFACTURER'S WARRANTY OF THE COVERED PRODUCT(S);
- RECEPTION AND TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES;
- CLEANING OR REGULAR MAINTENANCE INCLUDING,

BUT NOT LIMITED TO, CONDENSER/EVAPORATOR COILS, HEAD/TAPE DRIVES;

- A PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS;
- REPLACEMENT OF LIGHT BULBS, FILTERS, CABLES, ACCESSORIES, DISPOSABLE BATTERIES, ANY ADD-ON DEVICES, TAPES, DISKETTES, EXTERIOR ANTENNA, FUSES, PRINT RIBBONS, PRINT HEADS, TONER CARTRIDGES AND/OR ALL PRODUCTS WITH A PRE- DETERMINED LIFE EXPECTANCY;
- SET UP OR INSTALLATION, ANY ADJUSTMENT TO ANTENNA SYSTEMS, REFORMATTING OF HARD DRIVES OR DISKETTES, SYSTEM AND/OR SOFTWARE CONFIGURATION OR DATA RECOVERY;
- LOSS OF USE DURING THE PERIOD THE PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE A WAITING PARTS; OR

**IN ADDITION, THIS PLAN DOES NOT COVER ANY LOSS OR DAMAGE RESULTING FROM:**

- PRE-EXISTING CONDITIONS THAT OCCUR OR ARISE PRIOR TO THE EFFECTIVE DATE OF THIS PLAN (ANY CONDITION THAT WITHIN ALL REASONABLE PROBABILITY;
- RELATES TO THE FITNESS OF THE PRODUCT PRIOR TO PURCHASE OF THIS PLAN);
- LIQUID INTRUSION UNLESS THE ORIGINAL WRITTEN MANUFACTURER'S WARRANTY EXPLICITLY WARRANTS THE COVERED PRODUCT TO BE "SUBMERSIBLE" AND/OR "WATERPROOF", MISUSE, ABUSIVE USE, THEFT, NEGLIGENCE, VANDALISM, ENVIRONMENTAL CONDITIONS (FIRE, FLOOD, CORROSION, DIRT, SAND, WINDSTORM, HAIL, EARTHQUAKE OR EXPOSURE TO WEATHER CONDITIONS), OR IMPACT;
- SOFTWARE AND SOFTWARE RELATED PROBLEMS OR DAMAGE RESULTING FROM COMPUTER VIRUSES;
- IMPROPER USE OF ELECTRICAL POWER SUPPLY OR LOSS OF POWER WITH THE EXCEPTION OF PRODUCT DAMAGE DUE TO POWER FLUCTUATION OR SURGE WHICH IS COVERED;
- FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE;
- FOREIGN OBJECTS FOUND INSIDE THE COVERED PRODUCT;
- BURNED-IN PHOSPHOR IN VIDEO DISPLAY UNITS;
- IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS, REMOVAL AND REINSTALLATION OF AN INTERNAL COMPONENT; OR
- TRANSPORTATION DAMAGE, COLLISION WITH ANOTHER OBJECT OR ANY DAMAGE WHILE THE PRODUCT IS IN TRANSIT.

**If We find no defect or if We deny the repairs based on the terms and conditions of this Plan, You will be solely responsible for all costs incurred.**

**LIMITATION OF LIABILITY:**

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF THE PLAN OBLIGOR, WEST MARINE PRODUCTS, INC., GUARDSMAN US LLC, WCPS OF FLORIDA, INC., ST. PAUL GUARANTEE INSURANCE COMPANY, OR THE INSURER, UNDER THIS PLAN WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR ANY OTHER THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE), EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERY FOR SUCH DAMAGES.

**IF YOUR COVERED PRODUCT NEEDS REPAIR: REPAIR**

If Your Covered Product needs repair and is no longer covered by the manufacturer's original written warranty, You must call Our toll -free number at 1-866-927-3118 to obtain authorization before having repairs made. For faster service, please include your name, address, phone number, make, model and serial number of Your unit and a detailed description of the problem Your unit is experiencing or have Your Proof of Purchase for the Covered Product and the Plan available when You call. When You e-mail or call, We will refer You to an authorized service center. If authorized local service is unavailable, the costs incurred to ship Your Covered Product to an authorized service center and the cost of the return freight within Canada or the fifty (50) United States is covered by this plan. This Plan only covers pre-authorized service at an authorized service center, subject to applicable federal, provincial or state law, unless Your Covered Product qualifies for product replacement (Please see below for details).

**REPLACEMENT**

Covered Products with a retail purchase price up to \$399.99 qualify for product replacement during the Term of the Plan, upon expiration of the manufacturer's original written warranty. The Covered Product will need to be deemed defective based on the terms and conditions of the Plan before a Claim Number will be issued. You must return the product to the nearest West Marine location to confirm that the product is defective and qualifies for a product replacement or call Our toll-free number at 1-866-927-3118. In the event you are not located close to a West Marine Store a replacement product will be shipped to You upon receipt of the defective Covered Product, the cost of shipping the defective covered product and the return freight within Canada or the fifty (50) United States is covered by the Plan.

**To obtain service within Canada or the United States, please call Our toll-free telephone number: 1-866-927-3118.**

Live service response available Monday - Friday from 9:00am to 8:00pm (EST) Saturday and Sunday 10:00am to 5:00pm (EST)

**INTERNATIONAL SERVICE:**

For Covered Products that require service while You are outside of the Continental United States or Canada, please call Us collect at (216) 328-6461 and We will attempt to find an authorized service center at Your location. If local service is unavailable, You will be liable for costs incurred to ship Your Covered Product to and from an authorized service center. International Service is available only during the Term of the Plan as defined herein.

**TRANSFERS AND EXCHANGES:**

This Plan is transferable (free of charge) to a new owner, or to a new product if the Covered Product is exchanged during the manufacturer's warranty and the new product is in the same price tier as the original. If that is not the case, the original Plan needs to be returned and the appropriate Plan purchased. The Plan transferred to the new product will commence at the end of the new manufacturer's warranty period (if applicable).

**OTHER SERVICE CONTRACTS OR INSURANCE:**

If Your Covered Product is covered under another valid service contract and/or any insurance policy, this Plan will provide coverage over and above the other service contract and/or the insurance policy.

**CANCELLATION:**

You may cancel this Plan at any time by providing notice to Us at the address indicated above. We may cancel this Plan only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Plan, You shall receive a full refund of the purchase price, less the cost of any service provided hereunder. If You cancel after the first forty-five (45) days of coverage or after You make a claim, You shall receive a pro rata refund of the purchase price less the cost of any service provided and a cancellation fee equal to the lesser of \$25 or 10% of the Plan purchase price. If We cancel this Plan, You shall receive a refund of 100% of the pro rata purchase price less the cost of any service provided. **In Florida and Oklahoma**, if the Plan is cancelled by You, return of the purchase price shall be based upon ninety percent (90%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You. In the event the Plan is cancelled by Us, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You.

**BINDING ARBITRATION:**

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**INSURANCE:**

This Plan is not a contract of insurance; however, the obligations hereunder are fully insured in the United States by Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You have filed a claim under this Plan and do not receive service within sixty (60) days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above.

**NOTE: THE ABOVE GUARANTY DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

**State Specific Information:**

**Alabama: IF YOUR COVERED PRODUCT NEEDS REPAIR** - 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](http://www.MyProtectionPlan360.com). If You need authorization when the Administrator’s office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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. **EXCLUSIONS FROM COVERAGE** - We shall not provide coverage only for those specifically listed items in the **“EXCLUSIONS FROM COVERAGE”** 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 COVERED PRODUCT NEEDS REPAIR** - 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](http://www.MyProtectionPlan360.com)]. If You need authorization when the Administrator’s office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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, 1-866-927-3118 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** 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. **EXCLUSIONS FROM COVERAGE** – 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.

**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: WHAT IS COVERED** – 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. We will issue a refund to You within 45 days after the contract has been returned to Us. If We fail to issue a refund within 45 days, We will pay You 10% of the purchase price for each 30-day period that the refund remains unpaid. **EXCLUSIONS FROM COVERAGE** – 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](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](mailto: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, 1-866-927-3118, 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** 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, 1-866-927-3118 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. **IF YOUR COVERED PRODUCT NEEDS REPAIR** - 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](http://www.MyProtectionPlan360.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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 "**PRIVACY AND DATA PROTECTION**" 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, 1-866-927-3118. 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** – 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:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS FROM COVERAGE** – What is excluded from coverage is limited to that which is expressly stated under the "**EXCLUSIONS FROM COVERAGE**" 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 only:** If You request cancellation of this Plan within forty-five (45) days of the purchase date of the Plan and the refund is not paid or credited within forty-five (45) days after return of the Plan 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 Plan. Binding arbitration is prohibited and arbitration will be handled in compliance with the Wyoming Arbitration Act.

## **CANADIAN PROVINCIAL REQUIREMENTS –**

### **IN CANADA, THIS PLAN IS ONLY AVAILABLE TO RESIDENTS OF BRITISH COLUMBIA AND ONTARIO.**

**British Columbia only:** the INSURANCE provision is deleted and replaced with: INSURANCE: this Plan is an extended warranty contract of insurance issued by Industrial Alliance Pacific General Insurance Corporation, a Canadian-admitted insurer, whose address is 2165 West Broadway, Vancouver, B.C., V6K 4N5.

**Ontario only:** the INSURANCE provision is deleted and replaced with: INSURANCE: 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.

### **TO RENEW YOUR PLAN:**

To renew Your coverage, please call 1-866-927-3118 on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.