

**Service Agreement Administrator:**

Guardsman US LLC  
P.O. Box 1189 Bedford, TX 76095  
Telephone: 1-877-319-0665

**CONGRATULATIONS:** Thank You for Your recent purchase of the Furniture Protection Service Agreement (the “Service Agreement”). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this Service Agreement, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

**DEFINITIONS:** Throughout this Service Agreement, the words “We”, “Us” and “Our” means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (Florida residents: this Service Agreement is an agreement between You and WCPS of Florida, Inc. (License No. 80202). 2200 Highway 121, Ste. 100, Bedford, TX 76021). The words “You” and “Your” refer to the purchaser of the Product(s) covered by this Service Agreement. “Retailer” means the authorized entity that sold You this Service Agreement. “Furniture” means the qualifying indoor furniture described below and delivered concurrently with Your purchase of this Service Agreement. “Deductible” means the amount You are required to pay, if any, for eligible service. This Service Agreement is administered by Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (“Administrator”) (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with “Administrator”). Please contact the Administrator if You have any questions about this Service Agreement.

**SERVICE AGREEMENT TERM:** The term of this Service Agreement begins on the date of delivery of Your Furniture and continues for a period of five (5) Years; inclusive of the manufacturer warranty. Coverage for power and structural breakdowns is effective on expiration of the manufacturer warranty.

**QUALIFYING FURNITURE:** Upholstered Fabric and Microfiber Furniture; Upholstered Vinyl and Leather Furniture, Wood and Solid Surface Furniture, all of which are purchased concurrently with this Service Agreement and are itemized on your sales receipt along with a line item indicating purchase of this Service Agreement and the purchase price of the covered Furniture. This Service Agreement is available for new Furniture only that is sold through a Retailer. Furniture covered by this Service Agreement must be received by You from the Retailer free of stains or damage.

**SERVICE AGREEMENT COVERAGE:** Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.

**For Damage to Upholstered Fabric and Microfiber Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Failure of integral electrical components
- Breakage of mechanisms
- Breakage of frames and springs

**For Damage to Upholstered Vinyl and Leather Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Cracking and Peeling of Top Grain Leather
- Failure of integral electrical components
- Breakage of mechanisms
- Breakage of frames and springs

**For Damage to Wood and Solid Surface areas of the Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Scratches, Dents, Chips or Gouges that Penetrate the Finish exposing the under layer
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Warping
- Mirror Chipping, breakage & Loss of silvering
- Breakage of structural components (excluding chair legs, rungs, and joints)

**HOW THIS SERVICE AGREEMENT WORKS:** If the new Furniture covered by this Service Agreement becomes stained or damaged as described above during normal use and You cannot correct the damage using products provided by Us and/or procedures provided by Us, at our sole discretion, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, We will arrange for the replacement of the damaged piece of Furniture with the same or a similar piece of Furniture having an equal retail purchase price (excluding taxes and fees) as the damaged Furniture by issuing a store credit. **NOTE:** If Your Furniture is part of a matching set in which all pieces were purchased concurrent with the damaged piece of furniture and covered at once under this Service Agreement, We will only provide a store credit equal to the retail purchase price (excluding taxes and fees) for the damaged piece of Furniture and not the entire set of Furniture and We are not liable for any replacement pieces that do not match the remaining pieces of Furniture. If a manufacturer's warranty covers damage reported in connection with a claim under this Service Agreement, coverage set forth in this Service Agreement will not apply. Service or replacement is limited to only damaged Furniture covered by this Service Agreement and does not transfer to Furniture replaced under this Service Agreement. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Service Agreement does not eliminate the need for routine care and maintenance of Your Furniture; and such care and maintenance shall be Your sole responsibility. General soiling and wear and tear (defined as a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single incident) are not covered under this Service Agreement. Other exclusions apply and are set forth below.

**TO OBTAIN SERVICE:** All Repairs must be authorized by the Administrator prior to performance of work. Repairs on unauthorized repairs may not be covered. Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting customer service at 1-877-319-0665 or online at [www.WCPSONline.com](http://www.WCPSONline.com). You must have Your original receipt showing Your purchase of the covered Furniture and this Service Agreement; the warranty validation number provided to You in Your welcome letter from Us; the original delivery date and invoice for the covered Furniture; and the discovery date of the stain or damage. You must cooperate with the Administrator in its efforts to perform its obligations under this Service Agreement. Failure to comply with the provisions in this Service Agreement may result in denial of Your claim.

**THE SERVICE PROCESS:** Upon receiving a claim covered by this Service Agreement, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our sole discretion, We may request photos (if possible) to help determine if You may receive a no charge in-home visit by a professional technician or a replacement. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize issuance of a store credit equal to the retail purchase price (excluding taxes and fees) of the non-repairable Furniture piece. You may use this store credit to select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged or covered under this Service Agreement. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Service Agreement does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Service Agreement will be limited to repair service only or You will receive a pro-rata refund of the purchase price of this Service Agreement calculated based on the elapsed time since the commencement of this Service Agreement, less any claims paid. If you financed the purchase of this Service Agreement, any refund owed pursuant to this provision will be paid directly to the lender of record.

**DEDUCTIBLE:** There is no deductible required to obtain service on Your Furniture.

**IMPORTANT EXCLUSIONS:** THIS SERVICE AGREEMENT DOES NOT SUPERSEDE THE MANUFACTURER'S WARRANTY. ADDITIONALLY, THIS SERVICE AGREEMENT DOES NOT COVER: (A) ANYTHING NOT SPECIFICALLY LISTED IN THE "SERVICE AGREEMENT COVERAGE" SECTION OF THIS SERVICE AGREEMENT IS EXCLUDED; (B) STAINS OR DAMAGE CAUSED BY TRANSIT, DELIVERY, REDELIVERY, MOVEMENT BETWEEN RESIDENCES OR STORAGE, FURNITURE USED OUTDOORS OR ON PATIOS OR SCREENED ROOMS WHERE IT MAY BE DIRECTLY OR INDIRECTLY EXPOSED TO THE ELEMENTS OF NATURE; (C) STAINS OR DAMAGE CAUSED BY USE OF IMPROPER CLEANING METHODS OR IMPROPER CLEANING MATERIALS, OR DAMAGE CAUSED BY THE APPLICATION OF TOPICAL TREATMENTS (OTHER THAN THOSE PROVIDED BY US SPECIFICALLY FOR USE WITH THE COVERED FURNITURE) OR FAILURE TO COMPLY WITH THE MANUFACTURER'S WARRANTY; (D) STAINS OR DAMAGE FROM ACID, BLEACH, CAUSTIC SOLUTIONS, MILDEW, MOLD OR REOCCURRING DAMAGE AS A RESULT OF LIFESTYLES, EVEN IF OTHERWISE COVERED BY THIS SERVICE AGREEMENT; (E) BODILY FLUID STAINS CAUSED BY INCONTINENCE; (F) ODORS; (G) FADING OF THE UPHOLSTERY, COLOR LOSS, AND/OR DISCOLORATION, OR FABRICS THAT BECOME WORN OR SOILED FROM EVERYDAY USE; (H) PET DAMAGE AND/OR CLAW MARKS OTHER THAN PET BODILY FLUIDS, SUCH AS DAMAGE FROM TEETH, BEAKS, ETC.; (I) NORMAL WEAR AND TEAR SUCH AS SOILING FROM EVERYDAY USE INCLUDING BODY OIL, HAIR OIL, PERSPIRATION, OR DARKENED BODY CONTACT AREAS; (J) INHERENT DESIGN FLAWS INCLUDING BUT NOT LIMITED TO NATURAL INCONSISTENCIES IN UPHOLSTERY, LEATHER, VINYL OR DELAMINATION OF MICROFIBER; (K) FAILURE OR LOOSENING OF THREADS OR SPLITTING OF SEAMS; (L) WOOD SURFACE SCRATCH, DENT, CHIP OR GOUGE THAT DOES NOT PENETRATE THROUGH THE FINISH; (M) CRACKING OR PEELING OF NON-TOP GRAIN LEATHER; (N) LEATHER SURFACE SCRATCHES THAT DO NOT PENETRATE THROUGH THE UPHOLSTERY; (O) LEATHER FLAWS AND MANUFACTURER'S DEFECTS THAT CAUSE RIPS, CUTS, PUNCTURES, OR COLOR LOSS; (P) DYE LOT OR TEXTURE VARIATION; (Q) LOOSENING OR BREAKAGE OF CHAIR LEGS, CHAIR RUNGS, OR CHAIR JOINTS; (R) DAMAGE FROM WILLFUL ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS OR MISUSE OF THE COVERED FURNITURE; (S) DAMAGE TO MOTORS AND ASSOCIATED COMPONENTS DUE TO POWER SURGES, UNDER VOLTAGE/AMPERAGE, NORMAL WEAR AND TEAR, OR ANY DAMAGE CAUSED BY AN EXTERNAL POWER SOURCE; (T) STAINS OR DAMAGE RESULTING FROM ADD-ON PRODUCTS, APPLIANCE MALFUNCTIONS OR ACCESSORIES, ATTACHMENTS, RUST, CORROSION, BATTERY LEAKAGE, SAND, DIRT, ANIMAL OR INSECT INFESTATION; (U) DAMAGE OR STAINS CAUSED BY ACTS OF GOD, FIRE, WATER, WINDSTORM, HAIL, EARTHQUAKE, EXPOSURE TO THE SUN OR OTHER HEAT SOURCE, EXPOSURE TO THE COLD, THEFT, NEGLIGENCE, RIOT, OR ANY OTHER PERIL; (V) THIS SERVICE AGREEMENT DOES NOT COVER CLAIMS ARISING FROM ANY BREACH OF IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE FURNITURE FROM THE MANUFACTURER; (W) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS; (X) INITIAL INSTALLATION, ASSEMBLY OR HOOKUP OF YOUR FURNITURE IS NOT COVERED. REMOVAL AND REINSTALLATION ARE NOT COVERED UNDER THIS SERVICE AGREEMENT, EXCEPT AS DETERMINED BY US; (Y) THIS SERVICE AGREEMENT DOES NOT COVER ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT OR PRIOR STAINS AND/OR DAMAGE THAT OCCURRED PRIOR TO THE DELIVERY DATE OF THE COVERED FURNITURE.

**THIS SERVICE AGREEMENT IS NOT AVAILABLE FOR:** THIS SERVICE AGREEMENT DOES NOT PROVIDE COVERAGE FOR "AS IS", "PRE-OWNED", SHOWROOM-DISPLAYED, RENTAL, NON-RESIDENTIAL, IN-HOME DAYCARE BUSINESSES, INSTITUTIONAL OR COMMERCIAL USE, RATTAN, BAMBOO OR WICKER USED OUTDOORS, READY TO ASSEMBLE ("RTA"), NUBUCK, SUEDE, CARPETS, SILK, "X" CODED AND/OR NON-COLOR FAST FABRICS OR FURNITURE SOLD WITHOUT A MANUFACTURER'S WARRANTY.

**IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING LOSS OR DAMAGE TO PERSON OR PROPERTY ARISING FROM THE USE OF, OR INABILITY TO USE, OR FROM THE REPAIR OR REPLACEMENT OF FURNITURE.**

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less all applicable taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. In no event shall the total of all claims or replacement exceed the original price paid by You for the covered Product.

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

**CANCELLATION:** You may cancel this Service Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed 10% of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less.

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known TAG-AZI-FRN (03-20)

address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-319-0665 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Service Agreement.

**TRANSFERS:** This Service Agreement is not transferable.

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

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

**Alabama: TO OBTAIN SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 or by visiting [www.wcpsonline.com](http://www.wcpsonline.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting 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. **IMPORTANT EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "IMPORTANT EXCLUSIONS" 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: TO OBTAIN SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 or by visiting [www.wcpsonline.com](http://www.wcpsonline.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.wcpsonline.com](http://www.wcpsonline.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, 1-877-319-0665 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. **IMPORTANT EXCLUSIONS** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety.

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

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**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. If You cancel this contract, We will refund any premium due to You within 45 days after you return the contract to Us. If We fail to issue a refund within 45 days we will pay 10% of the of the purchase price of the contract for each 30 day period the refund remains unpaid. **IMPORTANT EXCLUSIONS** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the TAG-AZI-FRN (03-20)

effective date of the Service Contract, or damages arising from such actions are excluded. Exclusion (R) is deleted in its entirety and replaced with the following: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract." 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 877-319-0665 or online at [www.wcpsonline.com](http://www.wcpsonline.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.

This contract is not renewable.

**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, 1-877-319-0665, 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, 1-877-319-0665 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. **TO OBTAIN SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 or by visiting [www.wcpsonline.com](http://www.wcpsonline.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.wcpsonline.com](http://www.wcpsonline.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.

**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, 1-877-319-0665. 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. **IMPORTANT EXCLUSIONS** – What is excluded from coverage is limited to that which is expressly stated under the “**IMPORTANT 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:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY** is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Unauthorized repairs may not be covered.

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

***These terms & conditions are available on the Administrator's website at [www.wcpsonline.com](http://www.wcpsonline.com) or  
Call 1-877-319-0665 to have a copy mailed to You.***