

## SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Guardsman US LLC  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-800-229-0340

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

**CONGRATULATIONS!** Thank You for Your recent purchase of the TV Extended Service Plan (the “Service Contract”, “Contract”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract document, Your Contract Purchase Receipt and Your Sales Receipt (if separate), as You will need them to verify Your coverage in event of a Claim. This information will serve as a valuable reference guide and will help You determine what is Covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

### BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

*In order to maximize Your benefits, please go to [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.*

## DEFINITIONS

*Throughout this Service Contract, the following capitalized words have the stated meaning—*

- **“We”, “Us”, “Our”, “Provider”, “Obligor”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202). P.O. Box 1189, Bedford, TX 76095) (In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095).
- **“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”:** the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.
- **“Covered Product(s)”, “Product(s)”:** the eligible item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Service Contract.
- **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
- **“Sales Receipt”:** the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price.
- **“Product Purchase Price”:** the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Contract Purchase Price”:** the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.
- **“Claim”:** a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
- **“Failure”:** the mechanical or electrical breakdown of Your Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship or normal wear and tear and occurs during normal use of the Product.
- **“Power Surge”:** damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.

## PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must: (a) be purchased as brand new or factory refurbished from an authorized Retailer; (b) come with a manufacturer’s original equipment (“OEM”) warranty of at least (180) days; and (c) not be intended for commercial use (meaning, merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional)—*unless the “Commercial/Business Use” OPTIONAL COVERAGE upgrade has been purchased*; and (d) not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

## YOUR RESPONSIBILITIES

**PRODUCT PROTECTION:** If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Product, You should make every effort to utilize these product accessories for protection against damage to Your Product. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.

**MAINTENANCE AND INSPECTIONS:** If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of Claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER’S WARRANTY AND/OR OWNER’S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

## IMPORTANT PRODUCT INFORMATION

If Your original Covered Product is ever exchanged by the manufacturer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-800-229-0340 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. *NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.*

## CONTRACT TERM-EFFECTIVE DATE OF COVERAGE

- A) **Coverage for damages to Your Product resulting from defined Power Surge, Your Plan/Covered Product type** begins on Your Contract purchase date and continues for the Term shown on Your Contract Purchase Receipt.
- B) **Coverage for a defined Failure of Your Product** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

---

## WHAT IS COVERED

In accordance with the CONTRACT TERM-EFFECTIVE DATE OF COVERAGE provision outlined above, in the event of a covered Claim for an eligible Product this Contract provides for the labor and/or parts necessary to repair the Covered Product, or at Our sole discretion, a replacement for the originally Covered Product or reimbursement for a replacement in lieu of such repairs (see "About Replacements" and "About Reimbursements" bullets below for additional details).

**IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED":** Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS.

- **About Repairs:** Parts used to repair the Covered Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **About Replacements:** If We determine Your original Covered Product cannot be repaired, We will make every reasonable effort to replace the defective Product with one of the same model/features; however, We reserve the right to replace the original Covered Product with one of equal or similar features and functionality, but We do not guarantee such replacement will be the same color or brand as Your original Covered Product. When a replacement is provided, technological advances may result in a replacement item with a lower selling price than the original Covered Product, and no reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Contract become Our property in their entirety.
- **About Reimbursements:** In the event We determine to provide You with reimbursement for a replacement, such reimbursement will not exceed the amount equal to the fair market value of Your original Covered Product based upon the age of the original Product at time of Claim, at Our sole discretion.

---

## ADDITIONAL BENEFITS

*(No separate election/purchase is required; coverage is limited to damages sustained to the Covered Product only.)*

1. **POWER SURGE:** In addition to coverage for a defined Failure, this Service Contract also provides coverage for sustained damage to the Covered Product as a result of a defined Power Surge covered Claim. *Limited to damage sustained to the Covered Product only; see "WHAT IS COVERED" for how coverage will be provided.*
2. **NO LEMON GUARANTEE:** This Service Contract has an embedded benefit that consists of the following: if, within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or provide You with reimbursement for a replacement.

---

## DEDUCTIBLE

You are required to pay the Deductible amount indicated on Your Contract Purchase Receipt, per Claim, prior to receiving eligible service under this Contract (if any).

---

## HOW TO FILE A CLAIM – GENERAL

**IMPORTANT:** The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

**COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:**

1. Go online to [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) or call toll-free 1-800-229-0340 with Your Contract Purchase Receipt readily available. Available 24/7.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the "PLACE OF SERVICE" section below for further details).
  - Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Contract Purchase Receipt.)

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

---

## PLACE OF SERVICE – GENERAL

**Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product's original manufacturer's warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product.**

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, You are responsible for shipping and insurance of the Product to a depot center designated by the Administrator, and We will pay for return shipping back to Your location.
- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

---

## LIMIT OF LIABILITY

**The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is as follows:**

1. **REPAIRS LIMIT** – unlimited number of Claims until the accumulated amount that We have paid equals the Product Purchase Price shown on Your Product Purchase Receipt and/or Contract Purchase Receipt.
2. **REPLACEMENT LIMIT** – maximum of one (1) replacement (provided at Our sole discretion).

**ONCE EITHER OF THESE LIMITS HAS BEEN REACHED, OUR OBLIGATIONS UNDER THIS CONTRACT WILL BE CONSIDERED FULFILLED AND COVERAGE ENDS.**

**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 FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.**

---

## EXCLUSIONS (WHAT IS NOT COVERED)

---

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A) A pre-existing condition known to You (*"pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Contract was purchased;*
- B) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;
- C) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections (*when such do not impair the overall functionality of the Covered Product*);
- D) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- E) Servicing of the Covered Product in association with a non-covered Claim, and shipping or delivery charges associated with the initial purchase of the Covered Product;
- F) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;
- G) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity (UNLESS OTHERWISE STATED UNDER YOUR PLAN), lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- H) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- I) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Covered Product;
- J) Rust, corrosion, warping (UNLESS OTHERWISE STATED UNDER YOUR PLAN), bending, animals, animal inhabitation or insect infestation;
- K) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;
- L) Any merchandise that has been confirmed to be used in a commercial, business, heavy industrial and/or educational institution
- M) Any Claim related to accidental damage from handling (such as resulting from dropping the covered Product, liquid spills or in association with screen breakage)
- N) Abuse (*meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;
- O) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;
- P) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- Q) Routine, periodic or preventative maintenance;
- R) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Product in a manner inconsistent with its design or manufacturer specifications;
- S) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator;
- T) Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- U) We shall not be responsible for any loss arising out of the unauthorized access or use any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means, and
- V) Service or replacement outside of the United States of America, its territories, or Canada;

IMPORTANT: AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

---

## OUR RIGHT TO RECOVER PAYMENT

---

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

---

## CANCELLATION

---

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. **NO CANCELLATION FEES APPLY.**

**IF YOU CANCEL THIS CONTRACT:**

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

**WE MAY ONLY CANCEL THIS CONTRACT FOR:**

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

---

#### GUARANTY

---

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under the service contract are backed by our full faith and credit.

---

#### GENERAL PROVISIONS

---

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

---

#### RENEWABILITY

---

This Contract is not renewable.

---

#### TRANSFERABILITY

---

This Contract cannot be transferred to any other party or item.

---

#### ARBITRATION

---

**ARBITRATION:** Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

**APPLICABLE LAW-**By purchasing this Service Contract, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

---

#### ENTIRE AGREEMENT

---

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt and Product Purchase Receipt (if separate), constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

---

#### SPECIAL STATE REQUIREMENTS

---

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

**Alabama: HOW TO FILE A CLAIM – GENERAL** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-229-0340 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.

**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 (WHAT IS NOT COVERED)** - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**Arkansas: HOW TO FILE A CLAIM - GENERAL** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-229-0340 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, P.O. Box 1189 Bedford, TX 76021, 1-888-325-2336 and You. **We must make reasonable efforts to resolve disputes over the terms of this Service Contract with You. In the event that an agreement cannot be reached between Us or the Administrator and You, You may file a formal written complaint with 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, including a description of any attempts made to resolve the dispute and the results of such attempts. The complaint must also state the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. 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: 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 (WHAT IS NOT COVERED)** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – 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. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**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. 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.

**Maine:** **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**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.

**Missouri:** **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**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, the holder, in obtaining the Service Contract or in presenting a claim 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 (WHAT IS NOT COVERED)** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

**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 Jersey:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**New Mexico:** **GUARANTY** is amended to include: This service contract is insured by Technology 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 Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

**New York:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this 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.

**Ohio:** **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**Oklahoma:** The Service Warranty Association is Guardsman CPS LLC, 909 3rd Avenue 33rd Floor New York, NY 10022, 1-888-325-2336, Oklahoma Identification #520822354. 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, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336 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. The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action. **HOW TO FILE A CLAIM - GENERAL** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-229-0340 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 Contract. **GUARANTY** is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**Utah:** The Provider/Obligor is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336. 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 to include: If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

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

**Washington:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS (WHAT IS NOT COVERED)**– What is excluded from coverage is limited to that which is expressly stated under the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section of this Service Contract which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

**Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to "Service Agreement/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. Unauthorized repairs may not be covered.

**Wyoming:** You may return this Service Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, Administrator will mail a written notice

to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use.