

## INDOOR/OUTDOOR HOME FURNITURE & LIGHTING SERVICE CONTRACT

### Terms & Conditions

Administered by Guardsman US LLC ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-800-543-8890

**Thank you!** for purchasing Your new Indoor/Outdoor Home Furniture & Lighting Service Contract!

We hope you enjoy the added comfort and protection this Service Contract provides. The information contained in this important terms and conditions document (the **"Service Contract," "Contract"**) is intended to be your guide in knowing what is covered and how coverage works under Your Plan. If you ever need assistance regarding this Contract, contact the Administrator at any time. Please keep this Agreement document, Contract Purchase Receipt, and Your Sales Receipt (if separate), as you will need them to verify coverage in the event of a Claim.

#### FOR FAST CLAIM SERVICE VISIT

[www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource)

#### 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 76021 (Florida Residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202) P.O. Box 1189, Bedford, TX 76021).
- **"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; 1-800-543-8890 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202))( In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189, Bedford TX 76095.).
- **"YOU", "YOUR"** refers to (1) the purchaser/original owner of this Contract and the covered Product who is to receive the repair, services, and any reimbursements provided hereunder; OR (2) the original person who acquired this Contract and the covered Product under an LTO Arrangement, who is to receive the repair and non-cash services provided hereunder; OR (3) the person that has fulfilled their LTO Arrangement and is now the owner of the covered Product and is to receive the repair, services, and any reimbursements provided hereunder; OR (4) the person to whom this Contract and the covered Product is properly transferred, who is to receive the repair, services, and any reimbursements provided hereunder.
- **"Retailer"**: the party authorized by Us to sell this Service Contract to You.
- **"Term"**: the period of time in which the provisions of this Contract are valid shown on Your Contract Purchase Receipt/Sales Receipt
- **"Covered Product(s)", "Product(s)"**: the eligible furniture item(s) purchased by You that is/are to be covered under this Service Contract.
- **"Product Purchase Price"**: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **"Plan"**: the specific COVERAGE PLAN OPTION under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt and Sales Receipt.
- **"Contract Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of the Contract purchase that confirms Your purchase date, selected Plan, coverage Term, any applicable Deductible and other important information.
- **"Sales Receipt"**: the document (paper or email) provided as proof of Your Product purchase that indicates the date in which the furniture was purchased along with the Product Purchase Price.
- **"Deductible"**: the amount You are required to pay, per Claim, prior to receiving covered services under this Service Contract (if any).
- **"Claim"**: a request for service under the provisions of this Contract sent by You.
- **"Manufacturer's Defect"**: the breakdown of a covered component specifically listed below under Your Plan, 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 occurring during normal use of the Product, and NOT due to normal wear and tear.
- **"Pet"**: A cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile, or caged amphibian kept in the home for companionship purposes.
- **"Power Surge"**: damage 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.
- **"Commercial Product"**: Products that have been specifically manufactured for commercial use and used in a commercial setting environment.

#### TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii.

**NOTICE: the following jurisdictions are expressly EXCLUDED, and this Service Contract is NOT VALID IN: All outlying U.S. territories (including but not limited to Puerto Rico), and all Canadian provinces/territories.**

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## PRODUCT ELIGIBILITY

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**In order to be eligible for coverage under this Contract, the item must:**

- ✓ Be purchased as new from an authorized Retailer, manufactured for use in the United States and come with a valid U.S. manufacturer's warranty;
- ✓ Have come with a manufacturer's original equipment ("OEM") warranty, providing minimum coverage of one (1) year parts and labor when it was purchased;
- ✓ Be solely intended for normal residential use; including home office stings, and NOT be used for resale, rental, non-residential, in-home daycare business, educational institution, enterprise or business capacity; and
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Agreement.

**Additionally, the item must be one of the following types of furniture:**

Fabric upholstered furniture  
Microfiber upholstered furniture  
Leather upholstered furniture  
Vinyl upholstered furniture  
Wood or other hard surface  
Glass tops for furniture  
Mirrors  
Adjustable beds  
Adjustable massage chairs  
Area Rugs  
Mattresses

**Outdoor/Patio Furniture:**

Fabric upholstered areas and cushion sets  
Outdoor hard surfaces (including wood, glass, stone, wicker, plastic/resin, and metal umbrellas  
Propane fire pits

**Lighting:** Any electrical table, ceiling, wall, floor lamps, lighting fixtures (chandelier, sconces, or pendant lighting or ceiling fan that requires an electrical connection for intended use in residential indoor or outdoor setting.

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## YOUR RESPONSIBILITIES

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**PRODUCT PROTECTION:** If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

**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. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

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## IMPORTANT PRODUCT INFORMATION

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In the event Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call toll free 1-800-543-8890 as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. (NOTE: Your original Agreement Term does not extend in these cases.)

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## CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

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**COVERAGE under Your Plan becomes effective at different times;** depending on whether Your Claim is: (a) a Manufacturer's Defect that is still covered under the manufacturer's warranty; (b) a Manufacturer's Defect that is no longer covered under the manufacturer's warranty because it has expired; or (c) a covered occurrence that is NOT a Manufacturer's Defect (such as a Power Surge event, as applicable to Your Plan).

1. **Coverage for damage to Your Product resulting from a covered occurrence that is NOT a defined Manufacturer's Defect** begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Sales Receipt.
2. **Coverage for a defined Manufacturer's Defect does not become effective until the manufacturer's warranty has expired.** Upon expiration of the manufacturer's warranty, coverage for a Manufacturer's Defect becomes effective and continues for the remainder of Term the Term shown on Your Sales Receipt.

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## IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

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**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 services described in the COVERAGE PLAN OPTION section below, as applicable to Your purchased Plan and Covered Product.**

**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. In the event of an eligible Claim, We agree to provide for the services outlined below as applicable to the plan option You purchased. At Our sole discretion, restoration services may be provided in the form of repairs or reimbursement; subject to the LIMIT OF LIABILITY and LTO ARRANGEMENT provisions shown below (as applicable to You).

**"ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "EXCLUSIONS" AND "LIMIT OF LIABILITY" PROVISIONS. PLEASE READ THESE SECTIONS CAREFULLY!"**

- **About Repairs.** If Your original Product is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product. At the Administrator's sole discretion, repair service to Your Product may be fulfilled in the form of repair advice, a stain-removal package shipped to You to aid in stain removal, or dispatch of a professional servicing technician to Your location (see HOW TO FILE A CLAIM and HOW COVERED SERVICES WILL BE PROVIDED sections for further details).
- **About Replacements.** If We determine that Your original Product needs to be replaced, We will make every reasonable effort to replace it with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand, model, color or size as Your original Covered Product, and may be new, used, or refurbished.

NOTICE: If the Covered Product is comprised of multiple items forming a matching set, once an affected piece has been replaced, that replacement piece will not be eligible for coverage under this Service Contract; however, any/all remaining original Products that are unaffected will continue to be covered for the remainder of Your Contract Term. We will not replace or provide compensation for any unaffected Products that do not match a replacement item that We may provide. Any/all parts, components, or entire units for which We provide replacement will automatically become Our property entirely.

- **About Reimbursements.** If We determine that providing You with reimbursement towards the replacement of Your original Covered Product is best, such reimbursement may come in the form of a store credit that must be used at the original Product purchase location, check, Retailer, store credit, or gift card, and the value of such will in no event exceed the LIMIT OF LIABILITY of this Contract.

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**COVERAGE PLAN OPTIONS**

**(As indicated on Your Sales Receipt and applicable to You.)**

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**FABRIC, LEATHER and VINYL UPHOLSTERED FURNITURE:** This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect and Power Surge (as applicable to Your Product):

- ▶ Food or beverage stains.
- ▶ Human or Pet bodily fluid/waste stains (not including perspiration, hair oils, or body oils).
- ▶ Ballpoint pen ink stains.
- ▶ Nail polish/nail polish remover stains or damage.
- ▶ Burns (excluding fire)
- ▶ Punctures, cuts tears, or rips.
- ▶ A single incident of damage (other than what listed in this section) per Furniture item caused by a Pet, except what is specifically excluded.
- ▶ Seam separation.
- ▶ Broken zippers or buttons.
- ▶ Failure of frames, springs, mechanisms, motors, levers or hand wands, power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by the original manufacturer's warranty and such warranty as expired. This coverage applies regardless of whether the damage arises from a specific occurrence.

**WOOD AND OTHER HARD SURFACE FURNITURE:** This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:

Components covered under Manufacturer's Defect and Power Surge (as applicable to the Covered Product):

- ▶ Food or beverage stains.
- ▶ Nail polish/nail polish remover stains or damage.
- ▶ Liquid marks and rings.
- ▶ Breakage, other than failure.
- ▶ Scratches, gouges, or chips.

- ▶ Burns or heat marks that are not caused by fire.
- ▶ Checking, cracking, bubbling, or peeling of the finish.
- ▶ Chips, scratches, or breakage of glass or mirrors.
- ▶ Loss of silvering on mirrors.
- ▶ A single incident of damage per Furniture item caused by a Pet, except what is specifically excluded.
- ▶ Failure of frames, springs, mechanisms, motors, levers or hand wands, power or remote cords used for sleeper, reclining, and inclining applications, if these components were covered by the original manufacturer's warranty and such warranty as expired. This coverage applies regardless of whether the damage arises from a specific occurrence.

**MATTRESSES: This Contract provides coverage for the following accidental stains or damage that arise from a specific occurrence, except for what is listed in the "Exclusion" section.**

- ▶ Food or beverage stains.
- ▶ Human or pet bodily fluid stains ( not including perspiration, hair oils, or body oils).
- ▶ Ink and marker stains.
- ▶ Burns that are not caused by a fire.
- ▶ Punctures, cuts, tears, or rips caused by a specific incident or by a spring or coil, if the manufacturer's warranty previously covered that damage but has since expired.
- ▶ Failure of bed frames (excluding adjustable bases), box springs, or foundation, if these components were covered by an original manufacturer's warranty and such warranty has expired. This coverage applies regardless of whether the damage arises from a specific occurrence.

**AREA RUGS: This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following:**

- ▶ Food or beverage stains.
- ▶ Human and pet bodily fluid/waste stains (not including perspiration, hair oils, or body oils).
- ▶ Border tears up to 6 inches in length.

**OUTDOOR/PATIO FURNITURE: This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence:**

- ▶ Food or beverage stains.
- ▶ Human and pet bodily fluid stains (not including perspiration, hair oils, or body oils).
- ▶ Ballpoint pen ink or marker stains
- ▶ Cosmetic, suntan lotion, or suntan oil stains.
- ▶ Bleach or chlorine stains.
- ▶ Punctures, cuts, tears, or rips
- ▶ Burns or heat marks that are not caused by a fire
- ▶ Scratch, gouge, chip, crack, bum, heat mark, liquid mark, or rings,
- ▶ Breakage or breakage of tabletops
- ▶ Breakage of welds
- ▶ Breakage of rocker, swivel, glide, and recline mechanisms
- ▶ Scratches on cast aluminum that penetrate through the finish exposing the aluminum.
- ▶ Breakage of umbrella ribs, fabric gazebo or cover sling frame
- ▶ Operational or structural failure to table or arc umbrella mechanisms, if they were covered by an original manufacturer warranty that has expired.
- ▶ Operational failure of burning mechanism/component failure (Propane firepits only)

**LIGHTING: This Plan provides for required services to Your Covered Product when necessitated by a covered Claim for the following: Breakage, other than Failure of:**

- ▶ Lighting bases
- ▶ Blades
- ▶ Brackets
- ▶ Bridge arms
- ▶ Check rings
- ▶ Fan rods
- ▶ Lock nuts
- ▶ Pull chains
- ▶ Sockets and Socket nobs
- ▶ Swivels
- ▶ Tubes

Failure of integral electrical components that was originally installed by the Lighting manufacturer, if they were covered by an original manufacturer's warranty that has expired including:

- ▶ Connection Points
- ▶ Cords
- ▶ Motors
- ▶ Power Outlets
- ▶ Remote Operation Devices
- ▶ USB Ports
- ▶ Wiring

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#### OPTIONAL COVERAGES

**Commercial Coverage (MUST BE PURCHASED):** Commercial Coverage is required for any Product(s) that is (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting environment (i.e. for use other than in a residential single-family setting). Note: Except as otherwise provided in the subsection.

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#### ADDITIONAL BENEFITS

(No separate election/purchase is required. Coverage is limited to the Covered Product Only)

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1. **POWER SURGE:** If your Covered Product sustains damage resulting from a defined Power Surge covered Claim, this Contract provides coverage for labor and/or parts required to repair Your Covered Product.
2. **NO LEMON™ GUARANTEE:** If within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem ("Qualifying Service Repairs") 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, at Our sole discretion, provide You with reimbursement for a replacement. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED "QUALIFYING SERVICE REPAIRS" UNDER THIS NO LEMON GUARANTEE."

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#### HOW TO FILE A CLAIM

**IMPORTANT:** The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan. In order for a Claim to be considered, You must contact the Administrator first for Claim approval and authorization. You are required to report any damages to or breakdown of Your Covered Product within thirty (30) days of discovery. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF UNAUTHORIZED REPAIRS ARE MADE.

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

1. Go online to [www.MyProtectionPlan360.com/BrandsSource](http://www.MyProtectionPlan360.com/BrandsSource) or call toll-free 1-800-543-8890 with the Contract Purchase Receipt and Your Sales Receipt readily available.
2. Explain the problem with Your Product, the date of discovery, and provide the Administrator any additional information/documentation in order to validate Your Claim; which may include submitting photos of the damage/problem.
3. After confirmation of Claim eligibility under Your Plan, the Administrator will issue Claim authorization along with additional information regarding how Your Product will be further serviced (refer to the **HOW COVERED SERVICES WILL BE PROVIDED** section below for further details).

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.

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#### DEDUCTIBLE

Your Deductible is \$50 per Claim.

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#### HOW COVERED SERVICES WILL BE PROVIDED

When You file a Claim, the Administrator will advise which of the following is applicable to Your Plan and will provide instructions for how to proceed for servicing. After eligibility is confirmed, service to Your Product may be fulfilled in the form of repair advice, a stain-removal package shipped to You to aid in stain removal, or dispatch of a professional servicing technician; at the Administrator's sole discretion. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product.

If Your Covered Product is stained or damaged during the Term, and the type of stain or damage is covered under this Contract, We will provide service using one or more of the following procedures. Our service begins with Step 1 below. If You decide that Step 1 below does not fully address the stain or damage, We will move to one or more of the other Steps below.

- **Step 1.** Cleaning Kit for Stains: We may provide You with a cleaning kit or advice on how You may be able to remove the stain, if You

would like to try removing the stain Yourself. If You do not, or if You decide that method does not fully address Your covered stain and You inform Us by returning the claim form to Us within 30 days of Your reporting the stain to Us, We will move to one of the next steps below.

- **Step 2. Technician Assessment and Service:** If You submit a claim form and a technician may be able to provide service to repair the stain or damage, We will send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. In the event the Administrator arranges for Your Covered Product to be serviced at Your residence, You must ensure the following: (1) accessibility to the Covered Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 present for the entire period of time in which Our authorized technician is on Your property for arranged service. In the event the Administrator dispatches a servicing technician to Your residence, and it is then determined that servicing/repair must be made off-site, such will be performed at no additional cost. **NOTICE:** Service at Your residence will only be provided by Our authorized service technician during regular business hours, local time, Monday through Friday (excluding USA holidays). All repairs will be performed in a professional and workmanlike manner. If the technician's service does not repair the stain or damage to Your Covered Product, You must notify Guardsman US LLC within 30 days of when the technician serviced Your claim.
- **Step 3. Replacement:** If the technician cannot remedy the stain or damage, We will provide You with a gift card and the value of such will in no event exceed the LIMIT OF LIABILITY of this Contract.

**Cash Settlement:** At our discretion, We may offer You a Cash Settlement, in the form of a gift card, which You can choose to accept instead of a Replacement.

**Replacement, Refund** or Your acceptance of a **Cash Settlement**, in the form of a gift card, will complete the coverage and all our obligations under this Contract for the stained or damaged Covered Product. The Replacement of the Covered Product is ineligible for coverage and future claims under this Contract.

**Be sure to review the WHAT IS COVERED-GENERAL section; Especially, "About Repairs", "About Replacements" and "About Reimbursements."**

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#### LIMIT OF LIABILITY

**SINGLE COVERED PRODUCT MAXIMUM:** For any one Covered Product, the maximum that We are obligated to pay in connection with all Claims under this Service Contract is the amount equal to the original Product Purchase Price for such single Covered Product. Once a single Covered Product has reached this Single Covered Product Maximum, that particular Product is no longer eligible for coverage under the original Contract Term. However, any/all remaining Covered Products that have not yet reached the Single Covered Product Maximum will continue to be covered for the remainder of the Contract Term.

**AGGREGATE COVERED PRODUCT MAXIMUM:** Cumulatively, the maximum amount that We will pay for all Covered Products shall not exceed the sum of all Covered Product Purchase Prices as shown on Your Contract Purchase Receipt and Your Sales Receipt, or \$15,000 – whichever is LESS.

**NOTE:** Payment may be fulfilled in the form of repairs, replacement or reimbursement (See "About Repairs", "About Replacements", and "About Reimbursements" provisions under the WHAT IS COVERED-GENERAL section.)

**THE RETAILER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OR SERVICES IN ASSOCIATION WITH THIS CONTRACT. ADDITIONALLY, 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 OR LOST DATA RESULTING FROM A MANUFACTURER'S DEFECT OR OTHERWISE COVERED CLAIM, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE FOR THE COVERED PRODUCT, 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.**

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#### LTO ARRANGEMENT

**(If applicable to You, as confirmed on Your original sales receipt/invoice)**

For the purpose of this section, the following words have the stated meaning: "**LTO Arrangement**" refers to a contractual lease-to-own legal agreement established between You (the Lessee) and a lease-to-own entity (the Lessor), through which this Service Contract and the covered Product have been obtained by You. "**Lessor**" refers to the financial institution who is (1) the original owner of the covered Product, and (2) has established the LTO Arrangement with You. "**Lessee**" refers to You; the person who has entered into an LTO Arrangement with a Lessor, and who is to become the rightful owner of the covered Product upon fulfillment of such LTO Arrangement.

- Where the Product was initially acquired under an LTO Arrangement, any reimbursement or refund will be paid to the owner of the Product at the time such reimbursement or refund is made. This will be the Lessor if You have not yet acquired ownership of the Product.
- In all other respects, the Lessee will retain a beneficial interest in this Service Contract and all non-reimbursement/refund benefits described herein shall be rendered to the Lessee.
- Any owner obligations related to maintenance of the Product shall be the responsibility of the Lessee during the duration of any LTO Arrangement except as provided by law.

(Note, any reference to purchased, sold, or similar terms in this Contract shall include leased and its derivatives.)

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#### EXCLUSIONS (WHAT IS NOT COVERED)

**THE FOLLOWING TYPES OF FURNITURE ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS CONTRACT:**

1. Ready-to-assemble ("RTA") furniture;
2. Rattan, bamboo, wicker, woven resin, nubuck, suede, silk, "X" coded and/or non-color fast fabrics;

3. Split-grain leather hides used in seat cushions, back cushions, or arm areas;
4. Velvet or velvet types of furniture;
5. Orlon furniture;
6. Mattresses (unless appropriate plan is purchased);
7. Items with protective finishes;
8. Lamps, decorative items, robotics, TV lifts, electronics, USB ports, electrical outlets, or clocks; or
9. Any accessories and/or add-on options purchased separately and not essential to the basic function of the Product;
10. Furniture sold "as-is" before delivery.

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

- a. Any item that is sold as-is, pre-owned, showroom-displayed, distress sale or a going-out of business sale;
- b. A pre-existing condition known to You (*"pre-existing condition" refers to damages or defects associated with the Covered Product that existed before this Contract was purchased*);
- c. Any item that has been used in a rental, non-residential, in-home daycare business, educational institution capacity;
- d. Shipping or delivery charges associated with the initial purchase of the Covered Product;
- e. Initial installation and assembly
- f. Removal/disposal of any NON-Covered Product;
- g. Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;
- h. Any item that is not a part of a covered Claim, or any item that was not included with the purchase of this Service Contract;
- i. Servicing of the Covered Product in association with a non-covered Claim;
- j. Any upgrades, attachments, accessories or peripherals that are not essential to the core function of the Product, or any breakdown or damage to or resulting from these items, including sinks, plumbing, fireplaces, clocks;
- k. Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Product; including, but not limited to: batteries, fuses, connectors, chargers, and power supply units including attaching cords (UNLESS OTHERWISE STATED AS COVERED UNDER Your PLAN);
- l. Routine, periodic or preventative maintenance;
- m. Normal wear and tear; including but not limited to: scuffing, scrapes or surface abrasions that do not penetrate through the Product's finish; softening of cushions conforming to the shape of the user (body impressions); soiling buildup that accumulates over time from repeated use (such as stains from perspiration, body oil or hair oil); and loosening of chair legs, rungs or joints, loss of foam and/or inner spring resiliency;
- n. Breakdown or coverage that is covered under other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- o. 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;
- p. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse of structure, breakage of skylights, roofs or water pipes; appliance malfunctions including but not limited to air conditioners and water heaters; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke; explosion or collision of or with another object; nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
- q. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Product; 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;
- r. Any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- s. Stains or damage caused by transit, delivery, redelivery, movement between residences or storage performed by anyone other than a service center/technician authorized by the Administrator;
- t. 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 the Administrator specifically for use with the Covered Product) or lack of compliance with the provisions of the manufacturer's warranty;
- u. 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 a manner that would cause coverage under the manufacturer's warranty to be voided, or use of the Product in a manner that is inconsistent with its design or manufacturer specifications;
- v. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- w. 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;
- x. Odors, including odors that remain after a visible stain is cleaned;
- y. Dye transfer
- z. Fading of the upholstery, color loss, and/or discoloration;
- aa. Flattening of nap, pilling, snags or fraying/matting of material, or shrinking of material;

- bb. Stress tears (tearing or ripping of upholstery within one-half inch (1/2"))
- cc. of and parallel to the seam line);
- dd. Wood surface scratch, dent, chip or gouge that does not penetrate through the finish;
- ee. Leather surface scratches that do not penetrate through the upholstery;
- ff. Peeling of any kind of leather;
- gg. Nicks, scratches or wrinkles that are inherent to the leather/hide and were present at time of Product purchase;
- hh. Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber;
- ii. Stains or damage from acid, bleach, caustic solutions, mildew, mold or recurring damage;
- jj. Correction for dye lot or texture variations arising from the service or replacement of any part of a Covered Product or the replacement of an entire Covered Product;
- kk. Reprogramming for any kind of data transfer or loss;
- ll. Any service performed in conflict with the TERRITORY provision of this Service Contract.
- mm. We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modifications, reprogramming, destruction, or deletion of data or software by any means.

**IMPORTANT: 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.**

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### CANCELLATION

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You may cancel this Service Contract at any time by informing Administrator in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. **CANCELLATION FEES APPLY.**

**IF THE REQUEST TO CANCEL THIS CONTRACT IS:**

- Within 30 days of the Contract purchase date, **You** will receive a 100% refund of the full Contract Purchase Price paid by **You** (except in Missouri & Nevada where Claims deduction is prohibited). If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to Us, We will add an extra 10% to **Your** refund for every thirty (30) days the refund is not paid by Us.
- After 30 days from the Contract purchase date, **You** will receive a pro-rata refund of the Contract Purchase Price paid by **You**, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited) and minus an administrative fee not to exceed ten percent (10%) of the Service Contract Purchase Price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. 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** refund for every thirty (30) days the refund is not paid by Us.

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

- Non-payment of the Contract purchase price/fees by You (including when an LTO Arrangement is in place, a situation whereby You (the Lessee) default on the LTO Arrangement, which results in non-payment of the Contract purchase price from You (the Lessee) through the Lessor to Us);
- Material misrepresentation by You; or
- Substantial breach of duties under this Contract by You in relation to the Product or its use.

If We cancel this Contract, We will provide written notice of cancellation 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 refund based upon the same criteria outlined above.

*NOTICE: If Your Product and this Contract were financed, the lienholder may cancel this Contract for non-payment. If the lienholder cancels this Contract for non-payment, any outstanding balance due to the lienholder will be deducted from any refund due, and will be paid to the lienholder instead of You.*

*IMPORTANT: Under an active LTO Arrangement, based on the applicable provision outlined above, any outstanding balance due to the Lessor will be deducted from any refund amount that may be due and paid to the Lessor instead of You.*

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### OUR RIGHT TO RECOVER PAYMENT

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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 reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after **You** are fully compensated for **Your** loss.

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### GENERAL PROVISIONS

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1. **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.
2. **Notices.** **You** expressly consents 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.

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#### GUARANTY

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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 are backed by our full faith and credit. In all other states, our obligations under the service contract are backed by our full faith and credit.

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#### RENEWABILITY

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This contract is not Renewable.

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#### TRANSFERABILITY

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

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#### ENTIRE AGREEMENT

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This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt/Sales Receipt, 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.

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#### ARBITRATION

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**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.**

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#### APPLICABLE LAW

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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.

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#### SPECIAL STATE REQUIREMENTS

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Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which the Contract Holder is located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

**Alabama: : HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-(800)-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) 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. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the country in which the consumer resides.

**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" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. 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. Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about the process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

**Arkansas: HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) 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 Guardsman US LLC (License No. S-29831) 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 the Holder decides to cancel the Holder's Service Contract, and the Holder's cancellation notice is received by the Administrator within sixty (60) days of the date the Holder received the Service Contract and no claims have been paid, the Holder will be refunded the full Service Contract price. If the Holder has made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date the Holder received the Service Contract, the Holder 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, 200 Highway 121, Ste. 100, Bedford TX 76021, (866) 650-8478. In the event of a dispute with Administrator, the Holder 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 the Holder cancels 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 amended as follows: You may cancel Your Service Contract at any time by informing 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 (100%) percent 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 (100%) percent of the unearned pro rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. 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.

**Georgia:** CANCELLATION is amended as follows: If an administrative 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 purchased 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 – 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. Any arbitration provision is deleted in its entirety. The Arbitration Provision section of this Contract is stricken 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 the 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.

**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:** If You are not satisfied with the manner in which We are handling your Claim, You may contact the Nevada Insurance Commissioner toll-free at (888) 872-3234. 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 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 increase 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 does 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 York:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX76095 is the Obligor for this Service Contract.

**New Mexico:** GUARANTY is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay the 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.

**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, P.O. Box 1189 Bedford, TX 76095, (866) 650-8478 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 cancels 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, (866)650-8478 and You. **HOW TO FILE A CLAIM -** If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-(800)-543-8890 or by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/BrandSource](http://www.MyProtectionPlan360.com/BrandSource) any time. Failure to obtain prior authorization may result in non-payment. 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 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 of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law 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.

**South Carolina:** If You has 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. Service Contract Administrator No. 187. If the Holder has any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, the Holder 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 Contract 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, 2200 Highway 121, Ste. 100, Bedford TX 76021, (866)-650-8478. 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 sixty (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. **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.

**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-services-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:** 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.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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 fifteen (15) days of the date of purchase, 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 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.

**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. Obligations under this Service Contract are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

