

## PROTECTION PLAN TERMS & CONDITIONS

Thank you for Your recent purchase of the Guardsman Protection Plan. We hope You enjoy the added comfort and protection this Plan provides. Please keep this document and Your purchase confirmation that You received when You purchased this Protection Plan, as You will need them to verify Your coverage at time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Protection Plan. From day one, the Administrator will assist You in understanding Your Protection Plan benefits.

### BE SURE TO REGISTER YOUR PROTECTION PLAN ONLINE

*In order to maximize Your benefits, please go to [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) and register Your Service Contact.*

#### 1. DEFINITIONS

- **“We”, “Us”, “Our”:** the party of parties obligated to provide service under this Protection Plan as the Protection Plan provider, Guardsman US LLC, P.O. Box 1189, Bedford TX 76095 (Florida Residents: this Protection Plan is an agreement between You and WCPS of Florida, Inc. (License No. 80202). P.O. Box 1189, Bedford, TX 76095) ;(Washington Residents: This Protection Plan is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095).
- **“Administrator”:** the entity responsible for administrating benefits to You in accordance with the Protection Plan Terms and Conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095. (Florida residents: this Protection Plan is administered by WCPS of Florida, Inc., License No. 810202.)
- **“You”, “Your”:** the purchaser/owner of the Product(s) covered by this Protection Plan.
- **“Retailer”:** the merchant authorized by Us to sell this Protection Plan to You.
- **Covered Product(s), Product(s):** the eligible item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Protection Plan.
- **Purchase Confirmation:** the purchase confirmation email, receipt, or link provided by Guardsman or the selling retailer that provides proof of purchase of this plan.
- **Contract Term:** the period of time in which the provisions of this Protection Plan are valid, as indicated on Your purchase confirmation. In no event will a monthly billing Term exceed thirty-six (36) months from the original Contract purchase date.
- **Commercial Use:** use of the Product for competitive, rental, business, educational or institutional purposes.
- **Coverage Term:** the period that Your covered product is covered by this Protection Plan, which begins upon the latter of (i) the date of expiration of Your covered products manufacturer or retailer warranty, or (ii) the purchase date of Your plan (as shown on Your purchase confirmation), or (iii) the date following the termination of any **Waiting Period**, and ends after the Contract Term or when all of our obligations under this Plan end according to the terms of this this Protection Plan, whichever occurs first. If, You elected Our monthly billing plan, coverage becomes effective upon receipt of the first installment, and Expiration of the thirty (30) day **Waiting Period**.
- **Failure: As related to non-furniture Products** – 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 and occurs during normal use of the Product. **As related to furniture Products** – the breakdown of Your furniture Product that results in it no longer being able to function as originally designed and intended (including any flaws or deficiencies of the Furniture that affect the utility for which it was designed for); which is caused by defects in the manufacturer’s materials or workmanship and occurs during normal use of the furniture Product.
- **Claim:** a request for service or payment in accordance with this Protection Plan sent by You to the Administrator or Us.
- **Deductible:** the amount You are required to pay, per Claim, prior to receiving services under this Protection Plan (if any), as indicated on Your Purchase confirmation.
- **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. Coverage for Power Surge begins on Your contract purchase date (or delivery date, if different).
- **Accidental Damage and Handling (ADH):** unexpected, unintentional or accidental damage and/or breakage sustained to Your covered product(s) that occurred during the course of normal use or handling. Coverage for ADH begins on Your contract purchase date (or delivery, if different).
- **Pre-existing Condition:** a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Protection Plan was purchased, effective, or is determined by Us to be a failure.

#### 2. YOUR RESPONSIBILITIES

- a) **PRODUCT PROTECTION:** Be sure to properly store and operate Your Covered product in accordance with the manufacturer’s warranty and/or owner’s manual at all times. 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 a result of neglect, negligence, misuse, or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the covered product is NOT covered under this Contract.**

- b) **MAINTENANCE AND INSPECTIONS:** If specified in the Product's manufacturer's warranty, assembly, 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 the time of Claim. Any Claim determined to be a result of Your lack of compliance with the Product manufacturer's warranty, assembly, and/or owner's manual will NOT be covered under this Contract.**

### **3. MONTHLY BILLING**

If You elected to pay for Your contract purchase price/fee on a monthly basis (as evidenced on Your purchase confirmation), You are required to pay one month's charge in advance to initially purchase the Protection Plan and must continue to pay the monthly charge by the stated due date in order to keep Your coverage effective throughout Your Contract Term. NOTICE: Your monthly Contract charge is subject to change, at Our sole discretion. In the event of a change, We will provide written notice to Your current address in Our file (email or physical address as necessary) at least sixty (60) days prior to implementing any such change. Under such circumstances, You will have the option to either: (a) pay the new monthly charge when due, and Your coverage will continue for the remainder of Your Term; or (b) notify the Administrator that You want to cancel Your coverage. *Regarding cancellations and refunds, please refer to the "CANCELLATION" section.*

### **4. 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 Protection Plan and the covered product have been obtained by You. "Lessor" refers to the financial institution which 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 Protection Plan 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 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.)

### **5. DEDUCTIBLE**

You are not required to pay a Deductible prior to receiving service under this Contract.

### **6. WHAT IS COVERED (as indicated on Your Purchase confirmation and applicable to You.)**

IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED BELOW, This Protection Plan provides for parts and labor required to repair Your covered product in the event of a defined Failure and covered Claim. Coverage described in this Protection Plan 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. At our sole discretion, replacement parts may be new, rebuilt, or non-original manufacturer's part that perform to the factory specifications. A one-time replacement or reimbursement may be provided in lieu of repairs.

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

### **7. ADDITIONAL BENEFITS - (if available, applicable to Your Plan, and indicated on Your purchase confirmation), this Protection Plan also provides for the following:]**

- a. **FOOD LOSS REIMBURSEMENT**-applicable to a refrigerator and/or freezer covered product ONLY: In the event of a covered Claim for a refrigerator/freezer combo covered product, this Contract provides for the reimbursement of consequential perishable food loss expenses. Benefit is limited to a maximum reimbursement amount of \$250.00
  - b. **POWER SURGE:** If available and applicable to You, 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.
8. **PRIVACY AND DATA COLLECTION:** (For any Covered product that uses wireless data): You agree that We may collect and process data on Your behalf when We provide the services under this Contract. We may transfer Your data to affiliated companies or third-party servicers to assist in fulfilling a transaction You requested; service the product You purchased; investigate or process claim(s); or detect or prevent fraud or determine eligibility under the Contract. We do not share Your non-public personal information, except as permitted by law. We will comply with applicable privacy and data protection laws in Your specific jurisdiction. Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions, provided that anyone to whom We transfer Your information provides an adequate level of protection. Your nonpublic personal information may be accessed by regulatory and law enforcement, or as otherwise permitted or required by law.

### **9. HOW WE SERVICE YOUR PRODUCT:**

**ALL PROTECTION PLANS:** Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (In-home/on-site, mail-in or local repair service may be available, at Our discretion) Note: In the event service is performed In-home, we require someone 18 years or older be home at the time of service. Additional time and mileage charges for in-home repairs outside twenty-five (25) contiguous land miles or the normal service center are not covered by this Agreement. Shipping is not included with this protection plan.
- Replace Your Product with a product of like kind, quality, and functionality (replacement products may retail at a lower price than Your original Product); or
- Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount. **Note: Spa, hot tub, and cold plunge products are ineligible for entire unit settlements.**

- Provide a refund of the purchase price of this Protection Plan if We are unsuccessful in repairing the damage of the covered product and We are unable to provide a replacement or reselection, or if the retail store location where you bought the plan has closed, no longer carries Your purchased product, no longer carries Guardsman Plans, changed ownership, or you have moved from the original store's locations operating area since Your purchases. **A refund will complete Our obligations under this Protection Plan.**

#### **10. HOW TO FILE A CLAIM**

**IMPORTANT INFORMATION: 1.)** The submission of a Claim does not automatically mean that the damage to or failure of the Product is covered under Your Plan or this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and to obtain Your authorization number. **2.)** 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 & Conditions of this Contract or results in a "NO PROBLEM FOUND" diagnosis, You may be responsible for all repair costs, including shipping costs.

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

- Go online to [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) or call toll-free 1-(800)-342-5349 with Your Purchase confirmation readily available. **NOTE: For Appliance, Furniture, Mattress, Rug, and Lighting Plans, Claims must be filed within thirty (30) days from the date of the damage or stain.**
- Explain the problem Your covered product(s) is experiencing and provide the Administrator with any additional information/documentation in order to validate Your Claim. We may, at Our discretion, require You to submit pictures, audio, or video of the damage or defect of which You are making a claim.
- 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 covered product(s) will be further serviced (refer to the "HOW WE SERVICE YOUR PRODUCT" section above for further details).

**In the event the Contract Term expires during the 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 Protection Plan.**

#### **11. 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 Protection Plan 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 Purchase confirmation and Your Sales Receipt, or \$15,000 – whichever is LESS.

**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.**

**NOTICE FOR MONTHLY BILLING AND LTO:** Once either of these limits has been reached, Our obligations under this Protection Plan will be considered fulfilled and coverage ends.

- 12. EXCLUSIONS (WHAT IS NOT COVERED)** As related and applicable to Your covered products, this Contract does not cover any failure, damage, repairs, or services in connection with or resulting from:

#### **ALL PROTECTION PLANS:**

- Any damage that is covered under any other insurance, warranty, guaranty, and/or Protection Plan providing the same benefits outlined in this Contract.
- Batteries, Battery leakage, batteries that are merely discharged;
- Any Claim related to any type of repair or replacement that was not prior authorized by the Administrator or Us;
- Any Product that has been confirmed to be used in a commercial, business, educational institution, or industrial capacity, unless commercial coverage was offered and is listed on Your purchase confirmation as a part of Your Protection Plan
- A pre-existing condition known to You ("*pre-existing condition*" refers to a condition known by you, that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Equipment before this Contract was purchased;
- Natural flaws or inherent design or manufacturer's defects;
- Accidental damage or liquid damage unless ADH coverage was offered and is listed on Your purchase confirmation purchased as part of Your Protection Plan;
- Normal wear and tear, not applicable to all Products;
- Intentional damage, Secondary, or collateral damage;
- Lost, stolen or irretrievable items;
- Any Product that is fraudulently described or materially misrepresented;
- Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other

object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;

- N. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- O. Damage caused by any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- P. Damage caused by cleaning methods, products, or materials;
- Q. Defects due to the installation, assembly, or hookup of Your Product;
- R. Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- S. Claims made under any improper or incorrectly purchased Protection Plan;
- T. Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;
- U. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- V. Product(s) with removed or altered serial numbers;
- W. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- X. Damage to computer hardware, software and data or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or re- installation of any software or data;
- Y. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
- Z. Items sold in a private sale (e.g. flea market, yard sale, estate sale, Craigslist); (bb) Any Product that is a demonstration/in-store model, or that is sold "as-is"; (cc) A Product that is no longer in Your possession;
- AA. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.
- BB. 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 modification, reprogramming, destruction, or deletion of data or software by any means.
- CC. Replacements on Firearms.

#### **FOR APPLIANCES PLANS**

##### **A. Electrolux Refrigerators**

#### **13. OUR RIGHT TO RECOVER PAYMENT**

If You have a right to recover against another party for anything We have paid under this Protection Plan, 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.

#### **14. CANCELLATION**

You may cancel this Protection Plan at any time by informing Administrator in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Protection Plan only. **NO 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, minus any Claims paid by Us (except in Missouri, Nevada, & New Hampshire 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, & New Hampshire 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 refund for every thirty (30) days the refund is not paid by Us.

##### **IF YOU ELECTED TO PAY FOR YOUR CONTRACT PURCHASE PRICE ON A MONTHLY BILLING BASIS:**

##### **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, & New Hampshire 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 of that billing cycle's monthly charge (if any). 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:**

- Non-payment of the Contract purchase price/fees by You;
- 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 was 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 to You and paid to the lienholder instead of You.*

**15. GUARANTY**

This is not an insurance policy; it is a Service Contract. We have obtained an insurance policy to insure Our performance under this Protection Plan 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, WI, & WY. Our obligations under this Service Contract are guaranteed by a Protection Plan reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43<sup>rd</sup> 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 this Protection Plan are backed by Our full faith and credit.

**16. GENERAL PROVISIONS**

**Waiver; Severability.** The failure of any party to require performance by the other 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.

**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.

**17. RENEWABILITY**

This Contract is not renewable.

**18. TRANSFERABILITY**

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

**19. ARBITRATION**

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR PURCHASE OR USE OF THIS PROTECTION PLAN 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 PROTECTION PLAN. 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 PROTECTION PLAN AS THE 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 SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT 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 Protection Plan, 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.

**20. ENTIRE CONTRACT**

This Protection Plan, including the terms, conditions, limitations, exceptions, and EXCLUSIONS, Your Purchase confirmation and Your 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.

**21. SPECIAL STATE REQUIREMENTS**

Regulation of service plans may vary widely from state to state. Any provision within this Protection Plan ("Protection Plan") which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state-specific requirements apply if your Protection Plan was purchased in one of the following states and

supersede any other provision within your Protection Plan terms and conditions to the contrary.

**Alabama: HOW TO FILE A CLAIM** - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-800-342-5349 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. Arbitration is non-binding in the State of Alabama. Arbitration proceeding shall be conducted in the county 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 reasonably have been known to Us or the Retailer. **CANCELLATION** is amended as follows: The Provider may only cancel this Protection Plan for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund. The Arbitration Provision 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 process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs. **Monthly Billing:** The monthly billing provision notice is amended to the following: NOTICE: Your monthly Contract charge is not subject to change, during the term of this Contract.

**Arkansas: HOW TO FILE A CLAIM** - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-(800)-342-5349 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 Protection Plan Administrator and Guardsman US LLC (License No. S-29831) is the Obligor for this Protection Plan. **CANCELLATION** is amended as follows: This Protection Plan may be cancelled by the Protection Plan holder for any reason, including, but not limited to, the Product covered under this Protection Plan being sold, lost, stolen, or destroyed. If You decide to cancel Your Protection Plan, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Protection Plan and no claims have been paid, You will be refunded the full-Protection Plan price. If You have made claims against the Protection Plan or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Protection Plan, You will be refunded a pro-rated amount of the Protection Plan price, less any claims paid.

**Connecticut:** This Protection Plan is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336 and You. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the Protection Plan. **CANCELLATION** is amended as follows: This Protection Plan may be cancelled by the Protection Plan holder if the Product covered under this Protection Plan is returned, sold, lost, stolen, or destroyed.

**Florida:** This Protection Plan is between the Provider, WCPS of Florida., ( License No. 80202) and You, the purchaser. The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Protection Plan by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Protection Plan 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 Protection Plan 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: The Provider may only cancel this Protection Plan 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 Protection Plan are excluded. Any arbitration provision is deleted in its entirety. **"PRE-EXISTING CONDITIONS** – is replaced with conditions that were caused by You or known by You prior to purchasing this Protection Plan. **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 Protection Plan. This Protection Plan 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 Protection Plan.

**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 Protection Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Protection Plan 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: Any cancellation or transfer fee shall not exceed twenty-five (\$25.00). In no event will any claims incurred or paid be deducted from any refund. We may cancel this Protection Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Protection Plan for nonpayment by You, fraud or material misrepresentation by You 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 Protection Plan and it substantially and materially increased the service required under the Protection

Plan. If We cancel this Protection Plan, You will be entitled to a pro-rata refund of the unearned Protection Plan 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 Protection Plan was financed, the outstanding balance will be deducted from any refund. We shall refund to You, the purchase price of this Contract within 45 days, after the contract has been returned to Us. If we do not refund the purchase price within 45 days, We will pay You a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. **EXCLUSIONS (WHAT IS NOT COVERED)** – This Protection Plan provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Protection Plan, or damages arising from such actions are excluded. Any reference to ‘administrative fee’ with respect to cancellation is changed to ‘cancellation fee. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

**New Hampshire:** This is contract sold to a New Hampshire consumer and is, therefore, subject to the law of the State of New Hampshire. In the event You do not receive satisfaction under this Protection Plan, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261. The Arbitration Provision of this Plan is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire. The charge for this plan is \_\_\_\_\_.

**New Mexico:** **GUARANTY** is amended to include: This Protection Plan is insured by Technology Insurance Company. If the Protection Plan 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 Protection Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Protection Plan for the following acts by the You: Non-payment; discovery of fraud or material misrepresentation by You in obtaining the Protection Plan or in presenting a Claim; or discovery of either of the following if it occurred after the effective date of the Protection Plan and substantially and materially increased the service required under the Protection Plan: an act or omission; or a violation of any condition of the Protection Plan.

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

**North Carolina:** **CANCELLATION** is amended as follows: We may only cancel this Protection Plan for non-payment of the purchase price of the Protection Plan or a direct violation of the Protection Plan by You.

**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 Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Protection Plan at any time by informing Us or the Administrator. If You cancel this Protection Plan 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 Protection Plan purchase price. If You cancel this Protection Plan 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 Protection Plan. If We cancel this Protection Plan, 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 Protection Plan. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**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.

**Oregon:** This Protection Plan 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. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-(800)-342-5349 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.

**ARBITRATION-** 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 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 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 have any questions regarding this Protection Plan, 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, Protection Plan Administrator No. 731. If You have any questions regarding the regulation of the Protection Plan 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 Protection Plan within thirty (30) days of the date of purchase of this Protection Plan. If this Protection Plan is cancelled within the first thirty (30) days, We will refund the entire Protection Plan charge, less claims paid. If this Protection Plan is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Protection Plan 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 Protection Plan is canceled. These provisions apply only to the original purchaser of the Protection Plan. **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 Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended as follows: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or 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 Protection Plan 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 Protection Plan 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 Protection Plan 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. Arbitration is amended as follows: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**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 Protection Plan. 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 Protection Plan which occurred while owned by You. **GUARANTY is amended as follows:** Our obligations under this Service Contract are guaranteed by a Protection Plan reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"). 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 "Protection Plan/Agreement" are hereby deleted and replaced with "Protection Plan". **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. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY is deleted and replaced as follows:** Our obligations under this Agreement are guaranteed by a Protection Plan reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

**Wyoming:** You may return this Protection Plan within twenty (20) days of the date this Protection Plan was provided to you, or within ten (10) days if the Protection Plan was delivered to you at the time of sale. If you made no claim, the Protection Plan 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 Protection Plan to the Administrator. These provisions apply only to the original purchaser of the Protection Plan. In the event Administrator cancels the Protection Plan, 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.