

SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-888-220-3969

FOR FAST CLAIM SERVICE, VISIT
www.MyProtectionPlan360.com

Please keep this important terms and conditions document ("**Service Contract**", "**Contract**") along with Your Contract Purchase Receipt together in a safe place, as these will be needed at time of Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Service Contract. For any questions regarding the information contained in this Contract document, or coverage in general, please contact the Administrator directly toll-free at 1-888-220-3969.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning –

- **"We", "Us", "Our", "Obligor", "Provider"**: the party or parties obligated to provide service under this Service Contract as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (**Florida Residents**: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
- **"Administrator"**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095; 1-888-220-3969 (**Florida Residents**: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **"Retailer"**: the party that is authorized by Us to sell this Contract to You.
- **"You", "Your"**: the purchaser/owner of the eligible Product(s) that are covered by this Contract.
- **"Product(s)"**: the item(s) that is (are) covered under this Contract.
- **"Plan"**: the specific "COVERAGE PLAN OPTION" under this Contract that You have purchased, as indicated on Your Contract Purchase Receipt.
- **"Contract Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the coverage option selected by You, coverage Term, any applicable Deductible and the purchase date of Your Contract.
- **"MSRP"**: the manufacturer's suggested retail price of Your covered Product.
- **"Original Purchase Price"**: the amount paid by You for the Product; excluding any applicable taxes and/or fees, as evidenced on Your Contract Purchase Receipt.
- **"Term"**: the period of time in which the provisions of this Service Contract are valid.
- **"Waiting Period"**: the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Service Contract.
- **"Failure"**: the mechanical or electrical breakdown of the covered Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.
- **"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.
- **"Claim"**: a demand for payment in accordance with this Contract sent by You.
- **"Deductible"**: the amount You is required to pay, per Claim, for services covered under this Service Contract (if any), as indicated on Your Contract purchase receipt.

ELIGIBLE PRODUCTS

This Contract can be purchased with the intention of covering any three (3) or six (6) of the following (YOUR SELECTION IS CONFIRMED ON YOUR CONTRACT PURCHASE RECEIPT):

1. APPLIANCES: refrigerator/freezer combo, cooktop, range, wall oven, built-in microwave, dishwasher, clothes washer and clothes dryer.
2. ELECTRONICS: flat screen TV, cell/smart phone, tablet and notebook/laptop.
3. WATER HEATERS: tankless system, boiler and heat pump.
4. HVAC COOLING EQUIPMENT: residential and of less than 5 ton capacity.
5. HVAC HEATING EQUIPMENT: residential and of less than 5 ton capacity.

COVERAGE ELIGIBILITY

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

1. Be included in the list of products shown in the "ELIGIBLE PRODUCTS" section above;
2. Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and
3. Be solely intended for personal/residential use in the manner for which it was intended (as specified in the manufacturer's warranty / owner's manual), and not for commercial, business or industrial use.

YOUR RESPONSIBILITIES

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.

MONTHLY BILLING

When paying for Your Contract purchase price/fee on a monthly basis, You are required to pay one month's Contract fee in advance to initially purchase Your Service Contract, and must continue to pay the monthly Contract fee by the stated due date in order to keep Your coverage effective throughout Your Term. NOTICE: Your monthly Contract fee is subject to change. In the event of a change, You will receive written notice at Your current address in Our file (email or physical address as necessary) at least thirty (30) days prior to implementation. You then have the option to either: (a) pay the new monthly amount when due and have coverage continue; or (b) cancel Your coverage by notifying Us as outlined in the "CANCELLATION" provision of this Contract.

WHAT IS COVERED – GENERAL

Please Note: The submission of a Claim does not automatically mean that the damage or breakdown to Your Product is covered under this Contract. The Administrator must validate and provide You with approval for any submitted Claim prior to any benefit being considered under this Contract.

AFTER A THIRTY (30) DAY WAITING PERIOD and in consideration of any applicable Deductible, for a covered Claim We agree to provide for the services outlined below in the “COVERAGE PLAN OPTIONS” section that is applicable to Your Product and Contract purchase.

- This Service Contract also provides a NO LEMON GUARANTEE. Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract, We will replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer’s warranty period or in relation to accidental damage from handling are not considered “Qualifying Service Repairs” under this benefit.
- **IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED IN GENERAL”:** Coverage described in this Contract will not replace or provide duplicative benefits during any active product 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. Technological advances may result in a replacement product with a lower selling price than Your original Product, and We will not provide any reimbursement based on any replacement product cost difference. Any and all parts or units replaced under this Contract become Our property in their entirety. About Repairs: Parts used to repair Your Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product. About Replacements: At Our discretion, We may elect to replace Your original covered Product instead of repairing it. If this is the case, We will make every reasonable effort to replace the defective Product with one of the same model/features/color; however, We reserve the right to replace the defective Product with one of equal or similar features and functionality. Replacement products are ineligible for continued coverage under Your original Contract, but if the replacement item is eligible, a new Service Contract for the replacement item may be purchased.

COVERAGE PLAN OPTIONS

(as indicated on Your Contract Purchase Receipt and applicable to You)

A. PICK 6 APPLIANCES PLAN: Covers labor and/or parts required to repair or replace Your applicable covered appliance Product(s) after a Failure or Power Surge incident.

PRODUCT DESCRIPTION	PRODUCT AGE LIMIT	DEDUCTIBLE	LIMIT OF LIABILITY
Refrigerator/freezer combo	Less than 10 yrs old	You are required to pay the Deductible amount indicated on Your Contract Purchase receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,500, per Claim, per covered appliance Product
Gas cooktop/range/wall oven			
Electric cooktop/range/wall oven			
Range hood			
Warming drawer			
Built-in microwave			
Dishwasher			
Clothes washer			
Clothes dryer			

B. PICK 6 APPLIANCES PLUS WATER HEATER PLAN: Covers labor and/or parts required to repair or replace Your applicable covered appliance and/or water heater Product(s) after a Failure or Power Surge incident.

PRODUCT DESCRIPTION	PRODUCT AGE LIMIT	DEDUCTIBLE	LIMIT OF LIABILITY
Refrigerator/freezer combo	Less than 10 yrs old	You are required to pay the Deductible amount indicated on Your Contract Purchase receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,500, per Claim, per covered appliance Product
Gas cooktop/range/wall oven			
Electric cooktop/range/wall oven			
Range hood			
Warming drawer			
Built-in microwave			
Dishwasher			
Clothes washer			
Clothes dryer			
Water heater			

C. PICK 3 ELECTRONICS PLAN: Covers labor and/or parts required to repair or replace Your applicable covered electronic Product(s) after a Failure or Power Surge incident.

PRODUCT DESCRIPTION	ADDITIONAL COVERAGE(S)	DEDUCTIBLE	LIMIT OF LIABILITY
Flat screen TV	NO ADDITIONAL COVERAGE; only Failure or Power Surge incidents are eligible.	You are required to pay the Deductible amount indicated on Your Contract Purchase receipt, per Claim, prior to receiving any covered services under this Contract	Up to current MSRP of a replacement product of equal features and functionality, per Claim, per covered electronic Product
Cell/smart phone	Damage resulting from accidental damage from handling (“ADH”); such as dropping the Product, spilling liquid onto it, or in association with screen breakage. Also covers damaged/ defective buttons or connectivity ports, defective pixels (3 or more), and Failure resulting from dust, internal overheating, internal humidity or condensation.		
Tablet	Damage resulting from accidental damage from handling (“ADH”); such as dropping the Product, spilling liquid onto it, or in association with screen breakage.		
Notebook/laptop	Damage resulting from accidental damage from handling (“ADH”); such as dropping the Product, spilling liquid onto it, or in association with screen breakage.		

D. HVAC COOLING EQUIPMENT PLAN (of less than 5 ton capacity): Covers labor and/or parts required to repair a “COVERED COMPONENT” of the HVAC cooling Product after a Failure or Power Surge incident. *NOTE: Only the items listed in the following “COVERED COMPONENT” column are eligible for coverage under this Contract.*

COVERED COMPONENTS	DEDUCTIBLE	LIMIT OF LIABILITY
Thermostats	You are required to pay the Deductible amount indicated on Your Contract Purchase receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,800 per consecutive 12 months*
Capacitors		
Circuit boards		
Internal fuses		
Condensate pumps		
Condenser motor & fan		
Contact switches		
Delay timers		
Fan controls & relays		
Filter dryer		
High & low pressure switches		
Limit controls parts		
Refrigerant (including maintenance recharge, relays, transformers and valves) <i>(EXCLUDES “ZONE VALVES”)</i>		
External wiring & parts to the unit		
Compressors		
Condenser casings		
Condenser coils		
Evaporator coils		
Metering systems		
TXV valves		

**In the event We determine that Your HVAC cooling Product cannot be repaired, We will determine a replacement cost; based on age and model of the irreparable Product and in consideration (deduction) of any repair Claims paid by Us, and provide You with reimbursement UP TO the LIMIT OF LIABILITY shown above (a maximum amount of \$1,800).*

E. HVAC HEATING EQUIPMENT PLAN (of less than 5 ton capacity): Covers labor and/or parts required to repair a “COVERED COMPONENT” of the HVAC heating Product after a Failure or Power Surge incident. *NOTE: Only the items listed in the following “COVERED COMPONENT” column are eligible for coverage under this Contract.*

COVERED COMPONENT	DEDUCTIBLE	LIMIT OF LIABILITY
Boilers	You are required to pay the Deductible amount indicated on Your Contract Purchase receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,800 per consecutive 12 months*
Hot water heating units		
Oil units		
Pressure reduction valves		
Expansion tanks		
Builder-grade thermostats		
Air scoops		
Barometric dampener		
Belts & pulleys		
Blower motor & assembly		
Circuit boards		
Circulators		
ECO safeties		
Fan & limit controls		
Fusible links		
Gas valves		
Ignition controls		
Induced draft motors		
Blower		
Lower water cutoff		
Main & pilot burners		
Pilots & thermocouples		
Pressure switch		
Regulator valves		
Relays <i>(EXCLUDES “RELAY BOX”)</i>		
Spill switches		
Humidifiers		
Transformers		

**In the event We determine that Your HVAC heating Product cannot be repaired, We will determine a replacement cost; based on age and model of the irreparable Product and in consideration (deduction) of any repair Claims paid by Us, and provide You with reimbursement UP TO the LIMIT OF LIABILITY shown above (a maximum amount of \$1,800).*

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 this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and an authorization number.

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

- Go online to www.MyProtectionPlan360.com or call toll-free 1-888-220-3969 with Your Contract Purchase Receipt readily available.
- Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.

3. After confirmation of Claim eligibility under Your Plan, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced.
 - Write down and keep Your Claim authorization number in a safe place that is easily accessible in case it is ever needed for future reference.
 - Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Contract Purchase Receipt.)

This Contract includes coverage for shipping costs to and from the designated servicing center for all covered Claims. 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 Contract.

IMPORTANT NOTICE FOR MONTHLY BILLING CONTRACTS: If You submit a new covered Claim during a time in which there are unpaid Contract fee charges from You, We reserve the right to deduct such unpaid Contract fee charges from the new covered Claim amount, or require payment in full for the due Contract fee charges prior to providing coverage for Your new Claim.

PLACE OF SERVICE

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

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

For a Product that included Carry-In or Depot Service, but has been built-in and rendered as a permanent fixture inside or outside of Your location prohibiting You from transporting or shipping the Product, You are responsible for an additional In-Home/On-Site Service call charge payable to Our authorized technician upon time of service.

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

LIMIT OF LIABILITY

IN ADDITION TO THAT WHICH IS OUTLINED IN THE "COVERAGE PLAN OPTIONS" SECTION APPLICABLE TO YOUR PLAN PURCHASE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, FINES, LOST TIME, LOST CONTRACTS/AGREEMENTS OR LOST INCOME RESULTING FROM OR RELATED TO ANY CLAIM IN RELATION TO THE COVERED PRODUCT (REGARDLESS OF WHETHER OR NOT THE CLAIM ITSELF IS CONSIDERED TO BE COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, AND INCLUDING THAT WHICH RESULTS FROM A PRE-EXISTING CONDITION KNOWN TO YOU OR ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PRIOR TO THE PURCHASE OF THIS CONTRACT).

EXCLUSIONS

As related and applicable to the covered Product(s), this Contract does not cover any Failure, damage, repairs or loss in connection with or resulting from:

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition that either: (i) within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased, or (ii) is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);</p> <p>B) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator;</p> <p>C) Any Claim related to accidental damage from handling (such as damage resulting from dropping the covered Product, liquid spills or in association with screen breakage) (NOT APPLICABLE TO cell/smart phone, tablet or notebook/laptop Products);</p> <p>D) Any Claim related to cosmetic damage ("<i>cosmetic damage</i>" refers to damages or changes to the physical appearance of the covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections when such do not impair the overall functionality of the covered Product;</p> <p>E) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;</p> <p>F) Servicing, labor, delivery or installation costs (UNLESS OTHERWISE STATED IN THIS CONTRACT AND APPLICABLE TO YOUR PLAN PURCHASE);</p> <p>G) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product;</p> <p>H) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature or any kind of precipitation or humidity (UNLESS OTHERWISE STATED IN THIS CONTRACT AND APPLICABLE TO YOUR PLAN PURCHASE); collapse, explosion or collision of or with another object; fire, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</p> <p>I) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;</p> | <p>J) Abuse ("<i>abuse</i>" refers to 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;</p> <p>K) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product;</p> <p>L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;</p> <p>M) Operation outside the manufacturer operational or environmental specifications;</p> <p>N) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items;</p> <p>O) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;</p> <p>P) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;</p> <p>Q) Periodic or preventative maintenance (UNLESS OTHERWISE STATED IN THIS CONTRACT AND APPLICABLE TO YOUR PLAN PURCHASE);</p> <p>R) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications;</p> <p>S) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered product performed by anyone other than a service center/technician authorized by the Administrator;</p> <p>T) Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or</p> <p>U) Service or replacement outside of the United States of America, its territories, or Canada.</p> |
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V) IN ADDITION TO EXCLUSIONS "A) – U)" ABOVE, THE FOLLOWING APPLY TO THE "HVAC COOLING EQUIPMENT PLAN" AND "HVAC HEATING EQUIPMENT PLAN":

- 1) Any work that cannot be performed in a safe manner;
- 2) The correction or upgrade of the Product (system) in order to comply with Federal, State or Local Section whenever no operational failure has occurred;
- 3) Repairs to any section of Your Product that You share with any third party or that is covered under a joint home owner or cooperative association; and
- 4) Any non-compliant components, rooftop systems, hanging units, air ducts or registers, zoning components and electronics, air balancing, 'through-the-wall' or hanging units, air balancing chimney maintenance or repair services, heating jackets, asbestos or other insulation, space heater, furnace or boiler of 400,000 BTU or greater.

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 IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

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

WHEN PAYING YOUR CONTRACT PURCHASE PRICE/FEE ON A MONTHLY BASIS:

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract fees paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of that billing cycle's Contract fee (if any).
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the Covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.*

GUARANTY

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

RENEWABILITY

Your coverage under this Service Contract will automatically renew each month as long as payment of the Contract fee is received by the Administrator on or before the due date. If You wish to non-renew Your coverage under this Contract, please call the Administrator at 1-888-220-3969 prior to Your next billing cycle due date. Refunds will be processed in accordance with item the "CANCELLATION" provision shown above.

TRANSFERABILITY

If You wish to transfer coverage under this Contract to another party, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. Coverage under this Contract cannot be transferred to any other item.*

ENTIRE AGREEMENT

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

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Contract which conflicts with the laws of the state where You live will 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 Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions to the contrary.

THIS SERVICE CONTRACT IS NOT AVAILABLE OR VALID IN PUERTO RICO.

Alabama: **CANCELLATION** is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Contract. **WAITING PERIOD:** Thirty (30) days will be added to the term of Your Service Contract.

Arizona: Only unauthorized Product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "**WHAT IS NOT COVERED**" section of this Service Contract. **WAITING PERIOD:** Thirty (30) days will be added to the term of Your Service Contract.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) 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 Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other Products of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other Products from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. **CANCELLATION** is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: **CANCELLATION** is amended as follows: The Administrator may not cancel this Service Contract except for fraud by You, material misrepresentation by You, or nonpayment by You. **WAITING PERIOD:** Thirty (30) days will be added to the term of Your Service Contract. **LIMIT OF LIABILITY** is amended as follows; We shall not be liable for any and all pre-existing conditions known to You that occur prior to the effective date of this Service Contract, including inherent product flaws.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: This Service Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under the Service Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the Provider's service contract reimbursement policy, including any applicable requirement under the Service Contract that the Provider refund any part of the cost of the Service Contract upon cancellation of the Service Contract.

Michigan: APPLIANCE COVERAGE – If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: **CANCELLATION** is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, 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. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund. **Emergency Service:** If the covered Product You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a Claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call 1-888-220-3969 to report such a loss.

WAITING PERIOD: Coverage under this Contract begins after a thirty (30) day Waiting Period.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, 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.

North Carolina: We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section is deleted in its entirety and replaced with the following: If You cancel this service warranty 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 warranty Contract purchase price. If You cancel this service warranty 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 ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, 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 warranty Contract. **WAITING PERIOD:** Thirty (30) days will be added to the Term of Your Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** 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 forty-five (45) 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.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **HOW TO FILE A CLAIM:** If You need to file a Claim under this Service Contract, You must contact the Administrator (available 24/7) by calling 1-888-220-3969 to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the Claim will result in non-payment. **CANCELLATION** is amended as follows: If We cancel this Service Contract for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice.

Washington: What is excluded from coverage is limited to that which is expressly stated under the “**What is Not Covered**” section of this Service Contract. **GUARANTY** is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. **HOW TO FILE A CLAIM:** If You need to file a Claim under this Service Contract, You must contact the Administrator (available 24/7) by calling 1-888-220-3969 or online at www.MyProtectionPlan360.com. Failure to call in and report the Claim may result in non-payment.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

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

WHEN PAYING YOUR CONTRACT PURCHASE PRICE/FEE ON A MONTHLY BASIS:

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid by You 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 in the preceding paragraph, or if a Claim has been made under this Service Contract within such period, or 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, We shall refund one hundred percent (100%) of the unearned pro rata provider fee of the current billing cycle.

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 of the current billing cycle.

The **GUARANTY** section is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.