



Service Contract Terms & Conditions

Warrantech Consumer Product Services, Inc. ("Administrator")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-888-446-8008
www.MyProtectionPlan360.com/NSI

CONGRATULATIONS

Thank You for Your recent purchase of the NSI Protection Plus Plan (the "Service Contract"). We hope You enjoy Your new Product with the added comfort and protection this Service Contract provides.

DEFINITIONS

Throughout this Service Contract, the words "We", "Us" and "Our" means the party or parties obligated to provide service under this Service Contract as the service contract 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). The words "You" and "Your" refer to the purchaser of the Product(s) covered by this Service Contract or to the person to whom this Service Contract was properly transferred. "Product" means the item(s) which You purchased and is covered by this Service Contract. "Failure" means the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. "Deductible" means the amount You are required to pay for covered repairs and replacements. This Service Contract is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). Please contact the Administrator if You have any questions about this Service Contract.

Please keep this document in a safe place along with the sales receipt/invoice You received when You purchased Your Product. The sales receipt/invoice may be required at the time of service. It will serve as a valuable reference guide and will help You determine what is covered by the Service Contract. The Administrator will assist You in understanding Your Service Contract benefits from the date of purchase.

COVERED PRODUCTS (BY PLAN)

- A. **Repair Plans:** This Service Contract covers Major Appliances; such as Washing Machines, Dryers, Dishwashers, Refrigerators, Freezers, Ranges, Cook Tops, Ovens, Microwave Ovens, Air Conditioners, and Major Consumer Electronics (such as Televisions).
- B. **Water Heater Plans:** This Service Contract covers eligible tank and tankless water heaters.
- C. **Exchange Plans:** This Service Contract covers eligible Products purchased for less than five-hundred dollars (\$500); except Major Appliances and Major Consumer Electronics covered by the Repair Plans.

PRODUCT ELIGIBILITY

The protection offered under this Service Contract is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for a Repair or Exchange Service Contract, the manufacturer's original or factory-refurbished warranty must provide at least ninety (90) days parts and labor coverage. In order to be eligible for a Water Heater Service Contract, the manufacturer's original warranty must provide at least one (1) year labor coverage. Coverage only applies to Products used non-commercially, unless the optional Service Contract for commercial coverage has been purchased for eligible Products. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered Product are not eligible for coverage.

DEDUCTIBLE

There is no deductible under this Service Contract.

COVERAGES

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Contract, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Contract. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that

perform to the factory specifications of Your Product. This Service Contract does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the WHAT IS NOT COVERED section.

A. The following coverage applies to Repair Plans only:

1. This Service Contract covers parts and labor costs to repair or replace Your Product in the event Your Product experiences a Failure, as defined; unless otherwise stated in the WHAT IS NOT COVERED section of this Service Contract.
2. Your coverage under this Service Contract is effective beginning on the date You purchase Your Product or on the date Your original Product was delivered to You and as stated on Your purchase receipt, whichever is later, and will expire either two (2), three (3), four (4) or five (5) years from this effective date depending on the length of the Service Contract You purchased and as stated on Your purchase receipt.
3. This Service Contract is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Service Contract during the term of the manufacturer's warranty.
4. Parts and services that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Contract.
5. After the manufacturer's warranty expires, this Service Contract continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Contract.
6. If We determine, in Our sole discretion, that Your Product cannot be repaired, We will replace it with a Product of like kind and quality that is of comparable performance or reimburse You for replacement of the Product with a voucher or gift card, at Our discretion, equal to the current market value of the Product, as determined by Us, not to exceed the original purchase price of Your Product, excluding taxes subject to the LIMITS OF LIABILITY section of this Service Contract.
7. Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes, subject to the LIMITS OF LIABILITY section of this Service Contract and this Service Contract will be fulfilled and all obligations satisfied.
8. Replacement parts or Products may be new or rebuilt to meet the manufacturer's specifications of the original Product at Our discretion. Our obligations under this Service Contract will be fulfilled in their entirety if We replace Your Product with a new or refurbished Product or issue You a voucher or gift card for replacement value of Your Product pursuant to these terms and conditions.
9. Parts and/or Products replaced under the terms and conditions of this Service Contract become Our sole property, except where prohibited by law. An inspection of Your Product may be required prior to its replacement. If required all costs related to the return shipment of the defective Product shall be Our responsibility.

If Your original Product was installed by an NSI Authorized Dealer as stated on the same purchase receipt as the one provided through the purchase of this Service Contract, and You receive a replacement Product pursuant to these terms and conditions or it is necessary for Us to remove Your Product for it to be serviced, We will cover the delivery and installation costs for Your replacement Product or serviced Product exclusive of any and all parts such as mounting brackets, kits, etc. that may be needed to complete the installation.

B. The following coverage applies to Water Heater Plans only:

1. This Service Contract covers labor costs only associated with the repair of Your Product in the event it experiences a Failure related to the thermostat, heating element and/or relief valve; unless otherwise stated in the WHAT IS NOT COVERED section of this Service Contract. This Plan does not cover the actual parts to repair a Water Heater or the replacement of a Water Heater.
2. Your coverage under this Service Contract is effective beginning upon the expiration of the manufacturer's labor warranty or twelve (12) months after the date You purchased Your Product and as stated on Your purchase receipt, whichever is later, and will expire either four (4) or five (5) years from this effective date depending on the length of the Service Contract You purchased and as stated on Your purchase receipt.
3. This Service Contract is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty.
4. If Your Product is replaced by Your NSI Authorized Dealer or the manufacturer, We will pay for the installation of the replacement product and Our obligations under this Service Contract will be considered fulfilled.

C. The following coverage applies to Exchange Plans only:

1. This Service Contract covers a one-time replacement Your Product in the event Your Product fails to properly operate due to defects in materials or workmanship and normal wear and tear; unless otherwise stated in the Exclusions from Coverage section of this Service Contract.
2. Your coverage under this Service Contract is effective beginning on the date of the shortest portion of the manufacturer's warranty

on Your covered Product ends, and will expire either one (1) or two (2) years thereafter or upon replacement of Your covered Product under this Service Contract during the term of coverage.

3. If We determine to replace Your covered Product, in Our sole discretion, We reserve the right to replace it with a Product of like kind and quality, not necessarily same brand, equal to the current market value of the Product, as determined by Us, not to exceed the original purchase price of Your Product, excluding taxes.
4. Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes, and this Service Contract will be fulfilled and all obligations satisfied.
5. Replacement Products may be new or rebuilt to meet the manufacturer's specifications of the original Product at Our discretion. Our obligations under this Service Contract will be fulfilled in their entirety if We replace Your Product with a new or refurbished Product, or issue You a voucher or gift card for replacement value of Your Product pursuant to these terms and conditions.
6. Products replaced under the terms and conditions of this Service Contract become Our sole property, except where prohibited by law. You may be required to return the defective Product to the Administrator prior to receipt of any replacement product. All costs related to the return shipment of the defective Product shall be Your responsibility.

D. OPTIONAL SERVICE CONTRACTS

The following options are available on eligible Repair Plan Service Contracts ONLY.

1. **Screen Protection Service Contract** – if purchased, this optional Screen Protection Service Contract will furnish labor and replacement parts necessary to replace Your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or misuse, mishandling, improper installation and/or manufacturer defects. This Service Contract is limited to two (2) screen replacements during the term of this Service Contract; and must be purchased in conjunction with a NSI Protection Plus Service Contract. This Service Contract provides carry-in service, unless the corresponding NSI Protection Plus Service Contract provides on-site service.
2. **Lamp Replacement Service Contract** – if purchased, this optional Lamp Replacement Service Contract will furnish a replacement lamp for an LCD, LCoS, D-ILA or DLP lamp that has failed and would normally be covered by the original manufacturer's written warranty, during the entire term of this Service Contract. The coverage under this Service Contract is limited to one (1) lamp replacement. This Service Contract will not be responsible for any other parts that should fail or for trip, labor or shipping charges. Eligible Products for the Lamp Replacement Plan coverage are the LCD, LCoS, D-ILA or DLP rear-projection television sets or projectors. In order for coverage to apply, one of the following events must occur: (1) the lamp must be completely burned out with no visible picture on the screen, or (2) the preset manufacturer message appears indicating that the lamp must be replaced, or (3) the number of hours that the manufacturer has indicated for useful life of the lamp has been reached. This Service Contract must be purchased at the same time and on the same sales receipt as the covered LCD, LCoS, D-ILA or DLP rear-projection television or projector.
3. **Major Component for Appliances Service Contract** – if purchased, in the event of a mechanical or electrical Failure, this optional Major Component for Appliances Service Contract provides ten (10) years parts only coverage for the following major components:

A/C: Compressor	Warming Drawer: Electronic Board
Dehumidifier: Compressor	Microwave: Magnetron Tube
Refrigerator/Freezer: Sealed Refrigeration System	Dishwasher: Motor/Pump Assembly
Gas Cooktop/Range/Wall Oven: Spark/Igniter Module	Clothes Dryer: Motor
Electric Cooktop/Range/Wall Oven: Heating Elements	Clothes Washer: Motor or Transmission
Range Hood: Ventilation Motor	Clothes Washer/Dryer Combo: Motor

Coverage does not include trip and labor charges, or any other part that should fail.

4. **Commercial Service Contract** – for Products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Service Contract is required. When purchased, this Service Contract will furnish replacement parts and/or labor necessary to maintain Your covered Product being used in a Commercial setting, when the manufacturer's original warranty is null and void. For these Products, this Service Contract will begin from day one (1) and continue for the period of time defined on Your sales receipt. Some Products are manufactured specifically for Commercial use and include a manufacturer's warranty. For these Products, this Service Contract begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished warranty. During the manufacturer's warranty period, any parts, labor, trip or shipping costs covered by that warranty are the sole responsibility of the manufacturer. For additional coverage information, refer to the Repair Plan listed above. *Special Features, Benefits or Optional Plans are not available for Products covered under a Commercial Service Contract.*

E. SPECIAL FEATURES

The following coverage is applicable for eligible Repair Plan Service Contracts ONLY.

1. **Accidental Damage from Handling Coverage ("ADH Coverage")** – if applicable to Your Product and base coverage Plan, as evidenced on Your sales receipt, ADH Coverage provides additional protection for Your Product against sudden and unforeseen accidental

damage; provided such damage was during the course of regular use of the Product by You, and subject to the exclusions listed in the WHAT IS NOT COVERED section except for the following: repairs or damage resulting from dropping the Product, liquid, or in connection with screen breakage are covered under this ADH Coverage benefit. **IMPORTANT** – If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, You should utilize them to help protect the Product against damage. If You suspect damage or breakdown of Your Product, You should immediately take reasonable precautions to protect the Product against further damage and contact the Administrator. *This ADH Coverage benefit is limited to that which is necessary as a result of sudden and unforeseen accidental damage only.*

- 2. Laundry Credit** – if Your covered Product is a washer or dryer appliance, this feature will provide You with a one-time reimbursement for consequential laundry expenses due to the mechanical and/or electrical Failure of Your covered washer or dryer when Your covered Product is out of service for more than seven (7) consecutive days (“Qualified Service Repair”). Maximum of one Qualified Service Repair reimbursement during the entire term of Your Service Contract; which shall not exceed twenty-five dollars (\$25). To receive reimbursement, You must have the Product repaired by a service center authorized by the Administrator and submit the following to the Administrator at P.O. Box 1189, Bedford, TX 76095, Attn-Claims: a copy of the repair order, an itemized list of laundry expenses (i.e. dry cleaning, Laundromat, etc.) incurred and applicable proofs of payment for the laundry expenses.
- 3. Comprehensive Major Component Coverage** – if Your covered Product is a Major Appliance and You purchased a five (5)-year term Repair Plan, in the event of a mechanical or electrical Failure, this feature provides an additional five (5) years parts only coverage for the following major components:

A/C: Compressor	Warming Drawer: Electronic Board
Dehumidifier: Compressor	Microwave: Magnetron Tube
Refrigerator/Freezer: Sealed Refrigeration System	Dishwasher: Motor/Pump Assembly
Gas Cooktop/Range/Wall Oven: Spark/Igniter Module	Clothes Dryer: Motor
Electric Cooktop/Range/Wall Oven: Heating Elements	Clothes Washer: Motor or Transmission
Range Hood: Ventilation Motor	Clothes Washer/Dryer Combo: Motor

Additional Major Component Coverage does not include trip and labor charges, or any other part that should fail.

- 4. Food Loss** – If Your covered Product is a refrigerator or freezer, this feature will reimburse You for food loss (perishable items that require refrigeration) due to the mechanical and/or electrical Failure of Your covered refrigerator or freezer. Request for service should be initiated within 24 hours from discovery of refrigeration failure. To receive coverage for food loss, the Failure of Your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to a maximum of \$250 per qualified service repair. To receive payment, You must have the Product repaired by a service center authorized by the Administrator and submit the following to the Administrator at P.O. Box 1189, Bedford, TX 76095, Attn-Claims: a copy of the repair order and proof of purchase for the replaced food.
- 5. Power Surge** – This feature protects Your covered Product against damage or defects caused by a power surge up to a maximum of the replacement cost of the Product over the life of the Service Contract while Your covered Product is properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL) for the appropriate capacity of the covered Product. Connection to a UL-approved surge protector is not required for Major Appliances, such as Washing Machines, Dryers, Dishwashers, Refrigerators, Freezers, Ranges, Cook Tops, Ovens, Microwave Ovens and Air Conditioners; but is required for Televisions; and when recommended by the manufacturer for other consumer electronic products.
- 6. No Lemon Guarantee** – If the covered Product has three (3) service repairs covered under this Service Contract completed and a fourth (4th) covered repair is required, as determined by Us, within any twelve (12) month period, We will replace the covered Product with a product of like kind and quality, but not necessarily same brand. If any of the repairs occur during the manufacturer’s warranty term, You must provide proof of such repairs. The cost of the replacement Product will not exceed the original Product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original Product purchase price. Once the covered Product is replaced, then this Service Contract is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls, cleaning, product diagnosis, customer education, accessory repairs/replacements, consumable components, computer software-related problems, and any unauthorized repairs done outside of the United States are not considered repairs for the purpose of this No Lemon Guarantee.

SERVICE LOCATION

If Your Service Contract includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location, provided You have fulfilled 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-Home/On-Site Service** will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays. If You live beyond a fifty (50) mile radius from an authorized service provider, you may be required to pay additional trip charges. Televisions 40” and larger will receive In-Home Service as stated above; all Televisions smaller than 40” will be repaired at an authorized Depot Center, unless the original manufacturer’s warranty states otherwise. We will be responsible for all shipping and insurance costs; including to and from the designated Depot Center and packaging materials and applicable instructions.

If Your Service Contract includes **Depot Service**, We will be responsible for shipping and insurance of the Product to the designated Depot Center. We will also pay for return shipping of the Product to Your location. If Your Product qualifies for **Carry-In Service**, You are responsible

for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. A copy of the proof of Product purchase (sales receipt) and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. If Your Service Contract originally included Carry-In, Depot or Mail-In service, but has been built-in and rendered as a permanent fixture inside or outside of Your location and You are unable to transport or ship the Product in accordance with the terms and conditions of this Service Contract, You will be responsible for the On-Site service call charge. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the failure is not covered by this Service Contract, You will be responsible for all service fees incurred for such diagnosis, inclusive of trip charge. *Exchange Plan Service Contracts are only eligible for Carry-In/Depot Service.*

IF YOUR PRODUCT NEEDS REPAIR

If You need to file a claim under this Service Contract, You must contact the Administrator at 1-888-446-8008 (available 24 hours a day) to obtain a repair authorization number prior to having any repairs made to Your Product. For fast service, please log onto www.MyProtectionPlan360.com/NSI and have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. Do not return Your Product to Your NSI Authorized Dealer unless so instructed by the Administrator. If Your Service Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed.

LIMIT OF LIABILITY

For any single claim, the limit of liability under this Service Contract is the lesser of the cost of (1) authorized repairs, (2) replacement of the original covered Product with a new or refurbished product of like kind and quality, not necessarily same brand, that is of comparable performance, or (3) reimbursement to You for authorized repairs or replacement of the original Product.

Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on any cost difference associated with a replacement Product. If We do replace Your Product, this Service Contract will be considered fulfilled and all its obligations satisfied. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product; excluding taxes, and this Service Contract will be considered fulfilled and all its obligations satisfied.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING, BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. 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, SUCH AS EPIDEMIC FAILURE OR FAILURES SUBJECT TO RECALLS.

WHAT IS NOT COVERED

YOUR SERVICE CONTRACT DOES NOT COVER:

- A. Damage to Your Product caused by accident (unless otherwise stated herein), abuse, neglect, physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than a service provider authorized by the Administrator, and use/care outside of the manufacturer's specifications), unauthorized modification, extreme environment (including extreme temperature or humidity), external condensation, complete submersion in liquid (e.g., pool, bathtub, etc.), warping, bending, lightning, fire, smoke, sand, flood, wind, storm, earthquake, rust, corrosion, insect infestation, rodents, war, terrorism, Acts of God or other external causes;**
- B. Products that have been lost or stolen (this Service Contract only covers Products that are returned to Us in their entirety); cosmetic damage to Your Product; including, but not limited to: scratches, dents and broken plastic on parts, which does not otherwise affect its functionality or materially impair Your use of the Product;**
- C. Products with a Serial Number that has been altered, defaced or removed, problems caused by a device that is not Your Product, including equipment purchased at the same time as Your Product; controllers, consumable parts (such as batteries, unless expressly provided for herein); damage to, or loss of, any software or data residing or recorded in Your Product (when providing repair or replacement service, We will use reasonable efforts to reinstall Your Product's original software configuration and subsequent update releases, if You provide Us with the Product's restoration disk; but will not provide any recovery or transfer of software or data that was not originally included in Your Product.;**
- D. Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages; including, but not limited to: loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Service Contract;**
- E. Products used for commercial purposes, unless expressly stated on Your purchase receipt that this is a Commercial Service Contract;**
- F. Personal items left in the Product (You are responsible for removing all personal items from the Product before service is performed); parts and services covered under Your Product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or any resulting secondary damages;**

- G. Any physical damage; such as, but not limited to: Products that fall from extreme heights (such as decks, balconies, or out of windows), Products that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any resulting secondary damage;
- H. Improper packing and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the covered Product;
- I. Installation, removal, reinstallation or improper installation of components, upgrades, attachment or peripherals;
- J. Interruption of gas or electrical service; signal reception or transmission problems resulting from external causes and/or loss of power; improper use of electrical/power, power "brown-out", power overload or power surge (unless covered as further defined in the Special Features section of this Service Contract);
- K. Any malfunction, failure or damage that would not be covered by the original manufacturer's warranty;
- L. Any repairs or replacements to the Product that are covered under any other insurance, warranty, guarantee and/or Service Contract, regardless of their ability to pay for such repairs;
- M. Normal periodic or preventative maintenance, user education, set-up or adjustments to the Product;
- N. Claims that occur or are reported to Us after the expiration date of this Service Contract;
- O. If You purchased a Water Heater Plan, in addition to the exclusions listed that apply in this section of the Service Contract, the following are also excluded: (A) cost of any parts required to be repaired or replaced, (B) any Product where the manufacturer's parts warranty has expired, (C) solar water heaters, (D) holding or storage tank, and (E) Water tank reinstallation costs outside of labor (such as additional licensing, permits, piping, electrical, venting, or other items required by local, county, or State regulations); or
- P. Any failure, damage or malfunction due to a pre-existing condition known to You ("pre-existing condition" means a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Service Contract was purchased.

GUARANTY

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Service Contract are fully insured by an insurance carrier, Wesco Insurance Company. 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, 43rd Floor, New York, NY 10038.

IMPORTANT CONSUMER INFORMATION

If the covered Product is exchanged by the manufacturer or an NSI Authorized Dealer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-888-446-8008 with the date of exchange, make, model, and serial number of the replacement Product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date. If You transfer ownership of the covered Product, this Service Contract may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

You may cancel this Service Contract at any time by informing the selling NSI Authorized Dealer of Your cancellation request. If such request is within 30 days of the purchase of the Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less any claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price or twenty-five dollars (\$25.00); whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25).

If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

TO RENEW THIS SERVICE CONTRACT

You may be eligible to renew Your coverage; please call 1-800-909-3549 before the expiration date of this Service Contract. Renewal prices will reflect the age of the Product, current service costs, and Product repair experience. Renewal prices will be available from WCPS upon request at time of renewal. *Note: Not all Products are eligible for renewal.*

ENTIRE AGREEMENT

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

SPECIAL STATE REQUIREMENTS

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

Alabama: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. In no event will the cancellation fee exceed twenty-five (\$25) dollars. AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: **CANCELLATION** - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **"WHAT IS NOT COVERED"** section.

Arkansas: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

California: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Installed Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and 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 covered 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 after sixty (60) days for all other covered 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, less an administrative fee of ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less. 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.

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 Installed Product, the cost of repair of the Installed Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Installed 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 Installed Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Contract by informing the Retailer 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 paid by Us. 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. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: If You request cancellation within 30 days of the purchase of this Service Contract and have no paid or approved claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If Your cancellation request is made after 30 days of the purchase date of this Service Contract or You have paid or approved claims, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less an administrative fee not to exceed 10% of the pro-rata refund amount or twenty-five dollars (\$25.00); whichever is less. The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from any refund.

Hawaii: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Illinois: If You cancel this Service Contract, Your cancellation fee shall not exceed the lesser of ten percent (10%) of the Service Contract charge or the stated cancellation fee. In no event will Your cancellation fee exceed fifty dollars (\$50).

Indiana: 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.

Maine: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. In no event will the cancellation fee exceed 10% of the Service Contract charge.

Maryland: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

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

Minnesota: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Missouri: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If Your cancellation request is made more than thirty (30) days from the date of purchase or You have paid or approved claims, You will receive a pro-rata refund of the Service Contract purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

Nevada: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Contract price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. 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, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered Product 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, no administrative fee will be deducted. 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 the Administrator to report such a loss.

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: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. 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, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered Product or its use.

New York: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days of Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

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. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00) will be applied if this Service Contract is cancelled by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty 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 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.

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 request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. 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: 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. 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 less a twenty-five dollar (\$25) administrative fee and 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 return of the Service Contract 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. If We cancel this Service Contract, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. If We cancel this Service Contract, no cancellation fee shall apply.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Contract, You must contact the Administrator at 1-800-782-6124 to obtain a repair authorization number prior to having any repairs made to Your Product.. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim may result in non-payment.

Washington: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after return of the Service Contract to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. In the event We cancel this Service Contract, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. 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. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Contract at any time. 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 this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

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, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered.

The **GUARANTY** section is amended to include: 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.

Wyoming: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

***Log onto the Administrator's website at www.MyProtectionPlan360.com/NSI or
Call 1-888-446-8008 to obtain a copy of these terms & conditions.***