



Service Contract Administrator (Administrator)
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-888-446-8008

CONGRATULATIONS

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

DEFINITIONS

Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (**Florida** residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., (License No. 03605), 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. "**Product**" means the item(s) which You purchased and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("**WCPS**"). If You are a resident of Florida, this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

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 Agreement. As the Administrator, WCPS will assist You in understanding Your warranty and Service Agreement benefits from the day You purchased Your Service Agreement.

COVERED PRODUCTS

Repair Plans: This Service Agreement 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.

Water Heater Plans: This Service Agreement covers eligible tank and tankless water heaters.

Exchange Plans: This Service Agreement covers eligible products purchased for less than five hundred (\$500.00) dollars, except Major Appliances and Major Consumer Electronics covered by the Repair Plans.

PRODUCT ELIGIBILITY

The protection offered under this Service Agreement is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Service Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement.

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 Agreement, if the Product is not covered under any other

insurance, warranty, guarantee and/or Service Agreement. 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 Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled **"WHAT IS NOT COVERED"** below.

The following coverage applies to Repair Plans only:

- This Service Agreement 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 Agreement.
- Your coverage under this Service Agreement 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 Agreement You purchased and as stated on Your purchase receipt.
- This Service Agreement 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 Agreement during the term of the manufacturer's warranty.
- 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 Agreement.
- After the manufacturer's warranty expires, this Service Agreement 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 Agreement.
- 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 Agreement.
- 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 Agreement and this Service Agreement will be fulfilled and all obligations satisfied.
- 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 Agreement 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.
- Parts and/or Products replaced under the terms and conditions of this Service Agreement become Outsole 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 Agreement, 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.

The following coverage applies to Water Heater Plans only:

- This Service Agreement 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 Agreement. This Plan does not cover the actual parts to repair a Water Heater or the replacement of a Water Heater.
- Your coverage under this Service Agreement 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 Agreement You purchased and as stated on Your purchase receipt.
- This Service Agreement is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's

warranty.

- If Your Product is replaced by Your retailer or the manufacturer, We will pay for the installation of the replacement product and Our obligations under this Service Agreement will be considered fulfilled.

The following coverage applies to Exchange Plans only:

- This Service Agreement 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 Agreement.
- Your coverage under this Service Agreement 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 Agreement during the term of coverage.
- 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.
- 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 Agreement will be fulfilled and all obligations satisfied.
- 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 Agreement 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.
- Products replaced under the terms and conditions of this Service Agreement 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.

OPTIONAL SERVICE AGREEMENTS

The following options are only available on eligible Repair Plan Service Agreements only.

Screen Protection Service Agreement – if purchased, this Service Agreement 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 Agreement is limited to two (2) screen replacements during the term of this Service Agreement; and must be purchased in conjunction with a NSI Protection Plus Service Agreement. This Service Agreement provides carry-in service, unless the corresponding NSI Protection Plus Service Agreement provides on-site service.

Lamp Replacement Service Agreement – if purchased, this Service Agreement 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 Agreement. The coverage under this Service Agreement is limited to one (1) lamp replacement. This Service Agreement 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 Agreement 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.

Major Component for Appliances Service Agreement – if You purchased a Service Agreement for a Major Appliance and Your receipt indicates You purchased an additional Major Component for Appliance Service Agreement, then You will receive an additional five (5) years of coverage for the Major Component Part only (AC, Dehumidifier, Refrigerator or Freezer Sealed Refrigeration System, Cooktop, Range or Wall Oven Electric or Gas Heating Elements, Range Hood Ventilation Motor, D/W Motor/Pump Assembly, Dryer Motor, Warming Drawer Electronic Board, Washer/Dryer Combo Motor, Microwave Magnetron Tube, Washer Motor or Transmission) from the end of Your Major Appliance Service Agreement. Major Component coverage, when purchased alone, will cover the Major Component Part for only five (5) years from the date of purchase of Your Product. Major Component coverage is only for the Major Component Part in the event of a mechanical or electrical failure and does not include trip and labor charges, or any other part that should fail.

Commercial Service Agreement – for Products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Service Agreement is required. When purchased, this Service Agreement 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 Agreement 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 Agreement 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 (i.e., Food Loss, Lamps, Screens, etc.) are not available for Products covered under the Commercial Service Agreement.*

SPECIAL FEATURES

The following coverage is only applicable for eligible Repair Plan Service Agreements.

Food Loss - 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 two hundred dollars (\$200.00) 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, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

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 Agreement 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.

No Lemon Guarantee – If the covered Product has three (3) service repairs covered under this Service Agreement 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 Agreement 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 Agreement includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence, 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 Agreement 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 residence. 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 Agreement 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 residence and You are unable to transport or ship the Product in accordance with the terms and conditions of this Service Agreement, 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 Agreement, You will be responsible for all service fees incurred for such diagnosis, inclusive of trip charge. (Exchange Plan Service Agreements are only eligible for Carry-In/Depot Service.)

IF YOUR PRODUCT NEEDS REPAIR

If You need to file a claim under this Service Agreement, 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 on-line service or web-chat, log onto www.WCPSOnLine.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE AGREEMENT MAY BECOME VOID 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 retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

LIMITS OF LIABILITY

For any single claim, the limit of liability under this Service Agreement 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 Agreement 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 Agreement will be considered fulfilled and all its obligations satisfied.

WE SHALL NOT 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 (MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OR YOUR COVERED PRODUCT PRIOR TO CONTRACT ISSUANCE) THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS, SUCH AS EPIDEMIC FAILURE OR FAILURES SUBJECT TO RECALLS.

WHAT IS NOT COVERED

This Service Agreement does not cover:

- Damage to Your Product caused by accident, 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;
- Products that have been lost or stolen (this Service Agreement 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;
- 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;);
- 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 Agreement;
- Products used for commercial purposes, unless expressly stated on Your purchase receipt that this is a Commercial Service Agreement;
- 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;
- 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;

- 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;
- Installation, removal, reinstallation or improper installation of components, upgrades, attachment or peripherals;
- 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 Agreement);
- Any malfunction, failure or damage that would not be covered by the original manufacturer’s warranty;
- Any repairs or replacements to the Product that are covered under any other insurance, warranty, guarantee and/or Service Agreement, regardless of their ability to pay for such repairs;
- Normal periodic or preventative maintenance, user education, set-up or adjustments to the Product;
- Claims that occur or are reported to Us after the expiration date of this Service Agreement;
- If You purchased a Water Heater Plan, in addition to the exclusions listed that apply in this section of the Service Agreement, 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).

IMPORTANT CONSUMER INFORMATION

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Service Agreement are fully insured by an insurance carrier, Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, 1-866-505-4048.

If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, at 59 Maiden Lane, 6th Floor, New York, NY 10038, 1-866-505-4048. Please enclose a copy of Your Service Agreement and proof of Product purchase. For residents of Florida, the obligations under this Service Agreement are directly assumed by Technology Insurance Company, Inc., 59 Maiden Lane, 6th Floor, New York, NY 10038. *For residents of the State of Washington, if We fail to pay or provide service on a claim, You may make an immediate and direct claim to the insurer.*

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 Agreement 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 along with a \$10.00 transfer fee. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your covered Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the NSI Authorized Dealer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Service Agreement will not cover any defects that are subject to a manufacturer’s program of reimbursement. This Service Agreement is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning Your Product, which may or may not exist under applicable law.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under the 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 Agreement by informing the selling retailer of Your cancellation request within thirty (30) days of the purchase of the Service Agreement, and You will receive a one-hundred percent (100%) refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed 10% of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law.

If We cancel this Service Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

SPECIAL STATE REQUIREMENTS

Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama only: If Your cancellation request is made more than thirty (30) days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to Us. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. However, We are not required to mail You written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use. AMT Warranty Corp. is the Provider under this Service Agreement.

Arizona only: CANCELLATION - You may cancel this Service Agreement at any time prior to the expiration date by sending written notice to the Administrator, Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the Service Agreement. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

California only: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, 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 Products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement and cancellation notice 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 Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

Connecticut only: 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 Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

Florida only: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement 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 Agreement 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 Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: You may cancel this Service Agreement at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from a refund. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs.

Illinois only: 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 Agreement. The Service Agreement Holder may cancel the Service Agreement at any time. If the Service Agreement Holder elects cancellation, We may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the cancellation fee, will be paid to the Service Agreement Holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured by the number of days still remaining on the Service Agreement, less the value of any service received and any cancellation fee stated in the Service Agreement will be paid to the Service Agreement Holder.

Indiana only: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Service Agreement.

Louisiana only: 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 return of the Service Agreement 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.

Massachusetts only: 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 return of the Service Agreement 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.

Missouri only: If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Nebraska only: If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this Service Agreement. This Service Agreement is not renewable. These provisions apply only to the original purchaser of the Service Agreement. You may cancel this Service Agreement at anytime by notifying the Administrator in writing. If You have made no claim and Your request for cancellation is within 60 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Service Agreement, or if Your request is beyond the first 60 days, You will be entitled to a pro-rata refund of the unearned Service Agreement fee, less a \$25.00 administrative fee. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Service Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, and 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 Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. In the event the Provider cancels this Service Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with

the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, unauthorized repairs will not be covered under this Service Agreement."

Emergency Service for covered Products that provide heating or cooling of Your dwelling: If the covered Product You purchased provides heating or cooling for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within 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. Please call 1-888-446-8008 to report such a loss.

New Mexico only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, and nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York, South Carolina, and Wyoming only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. However, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

North Carolina only: The purchase of a Service Agreement is not required in order to obtain financing for the Product. You may cancel this Service Agreement at any time after purchase. You will receive a pro-rata refund of the Service Agreement purchase price less the cost of repairs made and less an administrative fee of 10% of the Service Agreement purchase price up to \$25.00. We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

Oklahoma only: This service warranty applies to consumer appliance or electronic Products. This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. 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 premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

Oregon Only: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina only: If You have any questions regarding this Service Agreement, 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 only: Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement 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 Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25.00) administrative fee and less claims paid. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Service Agreement to the provider. You may apply for reimbursement directly to the insurer if a refund or

credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, 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 Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

Utah only: Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this Service Agreement for non-payment of the Service Agreement charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the Service Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 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, 6th Floor, New York, NY 10038 or 866-505-4048.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

TO RENEW THIS SERVICE AGREEMENT

You may be eligible to renew Your coverage, please call 1-800-909-3549 before the expiration date of this Service Agreement. 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.*

These terms & conditions are available on Our Website at www.wcpsonline.com/NSI or call (888) 446-8008 to have a copy mailed to You.