

**Service Contract Administrator/Obligor:**

Warrantech Consumer Product Services, Inc.

P.O. Box 1189

Bedford, TX 76095

Telephone: (888) 446-8008

or

Technology Insurance Company (Florida License # 03605)

59 Maiden Lane, 6<sup>th</sup> Floor

New York, New York, 10038

Telephone: (888) 446-8008

## **CONGRATULATIONS**

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a NSI Protection Plan Service Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. However, if you are a resident of **Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **California**, this Plan is an agreement between the Obligor/Provider of this Plan, AMT Warranty Corporation, 5800 Lombardo Center, Cleveland, OH 44131, and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator, WCPS of Florida, Inc. (WCPS) (License #80202), 2200 Highway 121, Bedford, TX 76021 and the Provider, Technology Insurance Company (License #03605) 59 Maiden Lane, 6<sup>th</sup> Floor, New York, New York, 10038, and you, the purchaser.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. The sales receipt 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 Plan. As the Administrator, WCPS will assist you in understanding your warranty and Plan benefits from the day you purchased your Plan.

## **PRODUCT ELIGIBILITY**

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan 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 Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship, or unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially, unless the optional plan for commercial coverage has been purchased. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered product are not eligible for coverage. There is no deductible under this Plan.

## **COVERAGES**

**2-Year, 3-Year, 4-Year or 5-Year Date of Purchase Service Plans:** The NSI Protection Plan Service Plan term begins on the date of product purchase or date of installation by the selling retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on your sales receipt. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but may provide certain benefits during the term of the manufacturer's warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer's warranty expires, this Plan will furnish replacement parts and/or labor necessary to restore your covered product to standard manufacturer's operating condition. If service is required because of a product failure during normal usage, the Administrator has the option to repair the defective product or replace it with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement part or product may be new or refurbished.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single repair to your covered product or its replacement is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Should repair parts become unavailable because a manufacturer has gone out of business or if a manufacturer no longer provides product support and all parts sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan less claims paid, if any. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator and Insurance Company own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

**Product Exchange Plan:** The Product Exchange Plan term is an extension of the manufacturer's written warranty and continues for the period defined on your sales receipt or until a replacement claim is paid, whichever occurs first. Actual replacement coverage under this Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty. In the event your covered product suffers a mechanical or electrical failure, after expiration of the manufacturer warranty, this Plan will replace your original product with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement product may be new or refurbished. The Product Exchange Plan is limited to one replacement for products purchased for less than \$500 and does not cover trip, labor or shipping charges. The Product Exchange Plan is not transferable, and does not include any Special Features or Benefits or Optional Coverage's.

The Replacement Plan will replace modular components on products where applicable instead of the entire unit when such products consist of self-contained modules, units and/or components, including but not limited to video game controllers, MP3 player earphones, television remotes, etc.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any replacement of your covered product is the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. Replacement products may be new or rebuilt products. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving a replacement product. The Administrator and Insurance Company own all complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.

### **OPTIONAL PLANS**

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

**Lamp Replacement Plan** – if purchased, this Plan 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. The coverage under this Plan is limited to one lamp replacement. This Plan will not be responsible for any other parts that should fail or for trip, labor or shipping charges. Eligible products for the lamp replacement 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 which the manufacturer has indicated for useful life of the lamp has been reached. This Plan 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, projector or lamp. Proof of purchase may be required at the time of service. If you call for service and the problem found is not a result of the failure of the LCD, LCoS, D-ILA or DLP Lamp, you alone shall be responsible to pay any fees due to the Servicer.

**Major Component for Appliances** - If you have purchased a 5-Year Date of Purchase Plan for a Major Appliance and your receipt indicates additional major component coverage, then you will receive an additional 5-Years of coverage (10-Years Total) for the major component part only (i.e. Refrigerator Compressor; Washer Transmission; Dishwasher or Dryer Motor). Major component coverage when purchased alone or with any service plan with a term of less than 5 years will cover the major component part for only five years from date of purchase. Major component coverage is for only the major component part in the event of a mechanical or electrical failure and does not include labor or trip charges, or any other parts that should fail.

**Commercial Plan** – for products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Plan will furnish replacement parts and/or labor necessary to maintain your covered product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these products, this Plan will begin from Day One and continue for the period of time defined on your sales receipt. Selected products are manufactured specifically for commercial use and include a manufacturer's warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service 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.)

**Note:** *Special Features, Benefits or Optional Plans (i.e. Food Loss, Lamps, Screens, etc.) are not available for products covered under the Commercial Plan.*

### **SPECIAL FEATURES**

**Food Loss** - 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 \$200.00 per qualified service repair. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator and submit the following: 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 contract while your covered product is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered product. A UL-approved surge protector is not required for Major Appliances.

**No Lemon Guarantee** – If the Covered Product has three service repairs completed, which repairs are covered by the terms of this Service Contract and occur after the start date of this Service Contract, and a fourth such repair is required, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a product of like kind and quality. If any of the repairs occur during the manufacturer's warranty term, the customer must provide proof of such repairs. The cost of the replacement 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 purchase price. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this No Lemon Guarantee.

**Worldwide Service** - Worldwide Service protects your covered product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. You can go to [www.wcpsonline.com](http://www.wcpsonline.com) for live warranty support; e-mail us at [internationalsupport@warrantech.com](mailto:internationalsupport@warrantech.com) to leave a message for warranty support; or you may call collect, 817-571-7931.

You will need to carry the covered product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair can be approved. You will submit payment to the service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number, and include a thorough description of the repair made. This documentation should be sent to WCPS, Attn: Claims Dept., P.O. Box

1189, Bedford, TX 76095. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. **Note:** *Worldwide service does not include shipping or on-site service.*

## **SERVICE LOCATION**

**On-site or Depot Service:** If your Plan provides on-site or depot service and your product needs repair, call 1-888-446-8008 to arrange service. For those products that will be serviced at a depot location, shipping materials, three-way shipping, and insurance coverage will be provided. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to pay additional trip charges required over the 50-mile radius. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. This Plan does not cover labor or materials to obtain access to covered components if structural modification or repair is required. It is your responsibility to ensure that the covered product is accessible to the service technician.

**Carry-In Service:** If your Plan provides carry-in service and your covered product needs repair, call 1-888-446-8008 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting your product to the designated service center. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed.

## **IF YOUR PRODUCT NEEDS REPAIR**

- If your covered product needs repair or replacement for mechanical or electrical failures, you are required to call 1-(888) 446-8008 (available 24 hours a day) to obtain authorization prior to having repairs made. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others.
- Do not return the covered product to your retailer unless so instructed by the Administrator.
- When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging.
- If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.
- While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

## **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 Plan are fully insured by an insurance carrier, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878.

If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase. For residents of Florida, the Insurer is Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. *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 retailer, 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 Plan (excluding the Product Exchange Plan) 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.

### **EXCLUSIONS FROM COVERAGE**

- **This Service Contract does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance);**
- **improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals;**
- **damage or other equipment failure due to causes beyond our control such as environmental conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, etc.;**
- **damage or failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.;**
- **battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes;**
- **interruption of gas or electrical service;**
- **neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping;**
- **damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.;**
- **loss of or repair to any components within the product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, toner, ribbons, belts, drums, developer, ink or ink cartridges or any other parts or materials which are designed to be consumed during the life of the covered product;**
- **improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts;**
- **failure to product attachments not provided by the manufacturer or included in the original sale;**
- **failure to reset timer after a lamp replacement; or exploding or dimming lamps;**
- **repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered product;**
- **non-failure problems including but not limited to noises, squeaks, etc.;**
- **operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer);**

- removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician;
- 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 document;
- any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer’s recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer’s warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments;
- cleanings or any repair covered by a manufacturer warranty or other insurance; software and software related problems;
- damage resulting from computer viruses;
- any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product;
- signal reception or transmission problems resulting from external causes.

Other exclusions include, but are not limited to:

- covered products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer’s ability to pay for such repairs;
- unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than an authorized service technician;
- covered products with removed or altered serial numbers;
- consequential damages or delay in rendering service under this contract, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts; television or personal computer monitor screen imperfections including burned-in images in CRT or Plasma Screens caused by video games, prolonged display of one or more video signals, unit abuse or for any other reason; repair of LCD/Plasma resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer’s specifications and/or minimum display standards;
- control adjustments made to televisions to enhance screen image quality;
- Plasma Televisions in use at or above 6,000 feet above sea level unless specifically designed for use above that altitude;
- all products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis;
- equipment sold without a manufacturer’s warranty or “as is”.

This plan does not cover the cost of removal or disposal of this product in order to comply with EPA disposal requirements. This service contract excludes assisting consumers to obtain necessary hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting.

You are responsible for backing up all software and data on a regular basis and prior to commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to your covered product. If your covered product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a “no problem found” diagnosis from the manufacturer or a

manufacturer-authorized repair source, then you are responsible for all repair costs including shipping costs and/or the cost of on-site service.

### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall the retailer, 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 Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan 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 – FLORIDA ONLY**

This Plan is between the Administrator, WCPS of Florida, Inc., the Provider, Technology Insurance Company, and you, the purchaser. You may cancel your service contract by informing the selling dealer or the administrator of your cancellation request. In the event the Plan is canceled by the warranty holder, 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 behalf of the warranty holder. In the event the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

### **CANCELLATION**

This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. 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 contract purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed the cost of the contract or \$25.00, whichever is less; or the state law for cancellation that apply to residents requesting cancellation.

If we cancel this service contract, 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. Return of the premium is based upon 100% of the unearned pro-rata premium.

### **SPECIAL STATE REQUIREMENTS**

State amendments to specific provisions of the terms of this Plan are as follows:

**Alabama only:** If your cancellation request is made more than 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 contract to us. In the event we cancel this service contract, 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. But, 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.

**Arizona only: CANCELLATION** - You may cancel this service contract at anytime 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 contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by you or known by you prior to purchasing this Plan.

**California only:** If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of

repairs made (if any). If you inform the Administrator of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

**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 contract. You may cancel your contract if the covered product is sold, lost, stolen, or destroyed.

**CANCELLATION** - If we cancel this service contract 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 contract 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.

**Georgia only:** You may cancel this service contract 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 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 contract will be interpreted and enforced according to the laws of the state of Georgia. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides product support or all part sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan.

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

**Nebraska only:** If we cancel this service contract, 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.

**New Mexico only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply 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 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 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 property or its use.

**Nevada only:** The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If your contract 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 contract 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 contract may cancel this contract within 70 days from the date of purchase for any reason. After 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 property or its use. If the Provider cancels your

contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date. **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. Please call 888-446-8008 to report such a loss.

**New York, South Carolina, and Wyoming only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply 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 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, 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 contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$25.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

**Oklahoma only:** This Plan applies to consumer appliance or electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The Oklahoma Department of Insurance does not review commercial service warranty contract language. Coverage afforded under this contract 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 Contract within the first thirty (30) days and no claim has been authorized or paid, we will refund the entire Contract purchase price. If You cancel this Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, we shall retain ten percent (10%) of the unearned pro rata Contract purchase price or twenty-five dollars (\$25), whichever is less. If we cancel this Contract, one hundred percent (100%) of the Contract purchase price will be refunded.

**South Carolina only:** If you have any questions regarding this 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 only:** 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 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. 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 contract is returned to the Provider. These provisions apply 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 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, 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.

**Utah only:** Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, 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 contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 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

**Washington only:** You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply 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 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

**Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The purchaser may cancel this service contract at any time. If you cancel this service contract 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 contract. If you cancel this service contract Plan 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 PLAN**

To renew your coverage, please call 1-888-446-8008 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. Renewal prices will be available from NSI Protection Plus 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](http://www.wcpsonline.com/NSI) or call 1-888-446-8008 to have a copy mailed to you.***