

## SERVICE CONTRACT Terms & Conditions

**Thank you for purchasing the “NSI ProtectionPLUS” plan!**

The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be Your guide in knowing what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, contact the Administrator at any time. Be sure to keep this Contract document and Your Sales Receipt/Invoice together, as they will come in handy when You have a Claim!

**FOR FAST CLAIM SERVICE VISIT**  
[www.MyProtectionPlan360.com/NSI](http://www.MyProtectionPlan360.com/NSI)

### Definitions

*Throughout this Service Contract, the following capitalized words have the stated meaning:*

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the service agreement provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (Florida Residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202). 2200 Highway 121, Ste. 100, Bedford, TX 76021).
- **“Administrator”:** the entity responsible for administrating benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”:** the entity authorized by Us to sell this Contract to You.
- **“You”, “Your”:** the purchaser/owner of the eligible Product(s) that is/are covered by this Contract.
- **“Plan”:** the specific “COVERAGE PLAN OPTION” that You have purchased, as confirmed on Your Sales Receipt/Invoice.
- **“Covered Product”, “Product”:** the eligible item (which is NOT a Major Appliance or Major Electronic) that meets the “PRODUCT ELIGIBILITY” requirements outlined below that is to be covered under this Service Contract.
- **“Major Appliance”:** refers to the following household appliances: clothes washing machine, clothes dryer, clothes washing machine/dryer combo, dishwasher, refrigerator/freezer combo, stand-alone freezer, garbage disposal, trash compactor, gas or electric cooking range/oven/warming drawer combo, gas or electric range/cooktop, gas or electric wall oven, range hood, microwave oven, and stand-alone A/C unit.
- **“Major Electronic”:** refers to the following household electronics: TVs, projectors, and home theater system equipment.
- **“Product Purchase Price”:** the amount paid by You for the Product; excluding any applicable taxes and/or fees, as evidenced on Your Sales Receipt/Invoice.
- **“Sales Receipt/Invoice”:** the receipt document (paper or e-mail) provided to You as proof of purchase for this Service Contract and the Covered Product; which confirms the purchase date of Your Contract, Your selected Plan, Contract purchase price, Product Purchase Price, and Contract Term.
- **“Failure”:** the mechanical or electrical breakdown of Your Covered Product that results in it longer being able to perform its intended function properly as originally designed and intended, resulting from defects in materials or workmanship or normal wear and tear; provided You have ensured all routine maintenance services recommended by the manufacturer have been performed (as applicable).
- **“Power Surge”:** damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Claim”:** a demand for payment in accordance with this Contract sent by You.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving services under this Service Contract (if any), as indicated on Your Sales Receipt/Invoice.
- **“Term”:** the period of time in which the provisions of this Contract are valid.

### Territory

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the continental United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/ territories are expressly EXCLUDED.)

### Product Eligibility

To be eligible for coverage under this Contract, the item must:

- ✓ Be purchased as new or factory refurbished from an authorized Retailer, manufactured for use in the United States, and come with a manufacturer’s warranty at time of Product purchase;
- ✓ Be solely intended for personal and/or residential use, and not in a heavy commercial, industrial, rental, or educational institution capacity *UNLESS the “Commercial Coverage” OPTIONAL COVERAGE UPGRADE has been purchased;* AND
- ✓ Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.

In the event Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call toll free 1-[888-325-2336] as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. (NOTE: Your original Contract Term does not extend in these cases.)

### Your Responsibilities

There are a couple of things that You need to do in order to receive benefits from this Contract for covered Claims. **PRODUCT PROTECTION** – Be sure to properly store and operate Your Covered Product in accordance with the manufacturer’s warranty/ owner’s manual at all times. And, if Your Covered Product ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage. **MAINTENANCE AND INSPECTIONS** – Some items, such as major appliances, require certain maintenance and/or inspection services

from time to time. It is Your responsibility to ensure that all of the care, inspection, and maintenance services are performed to Your Covered Product in accordance with the manufacturer's warranty/ owner's manual.

**MAKE SURE THAT THESE SERVICES ARE PERFORMED WHEN AND HOW THEY ARE REQUIRED. WHEN YOU HAVE A CLAIM, IF WE DETERMINE THAT DAMAGE OR FAILURE HAS OCCURRED AS A DIRECT RESULT OF NOT PERFORMING ANY OF THESE SERVICES, YOUR CLAIM MAY BE DENIED.**

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### ***Understanding Your Contract Term & When Coverage is Effective***

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- **Your Contract Term begins** on Your Contract purchase date (or Product delivery date, if later) and continues for the Term period shown on Your Sales Receipt/Invoice (subject to the LIMIT OF LIABILITY).
- **Coverage under Your Plan becomes effective** at different times; depending on whether Your Claim is: (a) a defined Failure that is still covered under the Product's manufacturer's warranty; (b) a defined Failure that is no longer covered under the Product manufacturer's warranty, because it has expired; or (c) a covered non-Failure occurrence (such as a Power Surge event).
  1. **Coverage for damages to Your Product resulting from a non-Failure covered event** is effective on day 1 of Your Contract purchase date (or Product delivery date, if later) and continues for Your Contract Term shown on Your Sales Receipt/Invoice.
  2. **Coverage for a defined Failure of Your Product does not become effective until the shortest portion of the manufacturer's labor and/or parts warranty has expired.** Upon expiration of the shortest portion of the Product manufacturer's labor and/or parts warranty, coverage for a defined Failure becomes effective and continues for the remainder of Your Contract Term.

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### ***Things to Know Upfront Regarding What is Covered***

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In the event of a covered Claim for Your Product, this Contract provides for services described in the "**Base Coverage Plan Options...**" provision below, as applicable to Your Plan purchase.

- **About Repairs.** If Your original Product is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.
- **About Replacements (NOT APPLICABLE TO WATER HEATER COVERED PRODUCTS).** If We determine that Your original Product needs to be replaced, We will make every reasonable effort to replace Your impaired original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand, model or color from Your original Covered Product and may be new, used or refurbished. Sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Any/all parts, components, or entire units that We provide replacement for will automatically become Our property. *Note: replacement items are ineligible for continued coverage under the original Service Contract in which such replacement was provided.*
- **About Reimbursements (NOT APPLICABLE TO WATER HEATER COVERED PRODUCTS).** If We determine that providing You with reimbursement towards the replacement of Your original Covered Product is best, such reimbursement may come in the form of a check, Retailer credit or gift card, and the value of such will in no event exceed the LIMIT OF LIABILITY under this Contract.
- **No Duplication of Coverage during Manufacturer Warranty Period.** The benefits described in this Service Contract do not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE DESCRIBED IN THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS.  
PLEASE REVIEW THESE SECTIONS CAREFULLY.

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### ***Base Coverage Plan Options***

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*The following is applicable to You based on Your purchased Plan, as confirmed on Your Sales Receipt/Invoice:*

1. **EXCHANGE PLAN:** This Plan provides for the exchange (replacement) of Your original Covered Product in the event of a covered Claim. At Our sole discretion, You may be provided with reimbursement towards a replacement item, in lieu of replacement. *Be sure to read the "About Replacements" and "About Reimbursements" provisions outlined above.*

Only a Covered Product that has been purchased for LESS than \$500 is eligible for coverage under the Exchange Plan, and Major Appliances or Major Electronics are NOT eligible for coverage under the Exchange Plan.

2. **WATER HEATER (LABOR ONLY) PLAN (for water heater and tankless water heater types that have a valid manufacturer's warranty at Contract purchase date)** DURING THE MANUFACTURER'S WARRANTY PERIOD, in the event a replacement for an "Eligible Water Heater Component" from the list below is provided by the manufacturer, this Plan will cover the LABOR costs (only) associated with the installation of such replacement component.

ELIGIBLE PRODUCT	ELIGIBLE WATER HEATER COMPONENT
Tank Water Heater:	<i>Thermostat, heating element, and relief valve</i>
Tankless Water Heater:	<i>Thermostat, heating element, and relief valve</i>

The coverage Term for this Plan runs concurrently with the water heater Product's manufacturer warranty. When such manufacturer's warranty expires, coverage under this Water Heater (Labor Only) Plan also expires (subject to the LIMIT OF LIABILITY provision).

**NOTICE:** In addition to that which are listed in the "EXCLUSIONS" section, THE FOLLOWING ARE SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THE "WATER HEATER (LABOR ONLY) PLAN": A) TRIP CHARGES; B) COST OF THE ACTUAL PARTS/COMPONENTS REQUIRED TO REPAIR YOUR COVERED PRODUCT (INCLUDING ANY "ELIGIBLE WATER HEATER COMPONENT" LISTED ABOVE); C) COST OF REPLACEMENT OF THE ENTIRE COVERED PRODUCT (THE ENTIRE WATER HEATER UNIT); D) LABOR CHARGES ASSOCIATED WITH ANY PART OR COMPONENT EXCEPT THOSE THAT ARE SPECIFICALLY LISTED UNDER THE "ELIGIBLE WATER HEATER COMPONENT" SECTION SHOWN ABOVE; E) ANY PRODUCT IN WHICH THE MANUFACTURER'S PARTS WARRANTY HAS EXPIRED; F) ANY OF THE FOLLOWING WATER HEATER TYPES: SOLAR, HOLDING TANK, OR STORAGE TANK; AND G) ANY COSTS ASSOCIATED WITH LICENSING, PERMITS, PIPING, ELECTRICAL OR VENTING SERVICES, OR ANY OTHER ITEMS REQUIRED BY LOCAL, COUNTY OR STATE REGULATIONS. *Please review the "EXCLUSIONS" section further below for a full list of what is NOT covered.*

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**3. REPAIR PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product in the event of a covered Claim. At Our sole discretion, You may be provided with a replacement item, or reimbursement towards a replacement item, in lieu of repairs.

- **POWER SURGE DAMAGE** – This special feature provides for the labor and/or parts necessary to repair Your Covered Product in the event it sustains damage resulting from an oversupply of voltage to the Product. **IMPORTANT:** Major Electronics ARE required to be properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL) to be eligible for coverage under this special feature
- **NO LEMON GUARANTEE** – this special feature consists of the following: within any consecutive twelve (12) month period, if Your Covered Product has three (3) covered repairs and a fourth (4<sup>th</sup>) problem occurs, We will provide for the replacement of Your original Covered Product or reimbursement for the replacement of Your original Covered Product; in accordance with the “About Replacements” and “About Reimbursements” provisions outlined above. *Note: If any of the three (3) qualifying repairs occur during the manufacturer’s warranty period, You will need to provide the Administrator with proof of such repairs.*
- **ACCIDENTAL DAMAGE FROM HANDLING (“ADH”) COVERAGE (NOT available with all Covered Product types)** – This special feature provides for the necessary labor and/or parts required in association with sudden and unforeseen accidental damage from handling; such as damage resulting from dropping the Covered Product, spilling liquid onto it, or in association with screen breakage. ADH COVERAGE IS NOT AVAILABLE WITH ALL COVERED PRODUCT TYPES. *Refer to Your Sales Receipt/Invoice or contact the Administrator to confirm if this special feature is applicable to You.*
- **REMOVAL, DELIVERY & REINSTALLATION OF REPAIRED PRODUCT** – If Your original Covered Product was originally installed by an NSI Retailer (as confirmed on Your original Sales Receipt/Invoice), this Contract also covers the costs associated with (i) the removal of Your original Covered Product for covered repairs, (ii) the delivery of Your repaired original Covered Product, and (iii) the installation of Your repaired Covered Product (EXCLUSIVE OF ANY AND ALL PARTS SUCH AS MOUNTING BRACKETS, KITS, ETC. THAT MAY BE NEEDED TO COMPLETE THE INSTALLATION).
  - Maximum benefit for delivery/installation cost(s) associated with a covered repair: as applicable to a covered Claim, the maximum amount this Contract will pay will not exceed the amount equal to the delivery or installation charge(s) shown on Your Sales Receipt/Invoice. If no amount (or “\$0.00”) is shown on Your Sales Receipt/Invoice for delivery or installation charge(s), the maximum amount will not exceed the current market rate for such service(s), as determined by the Administrator.
- **REMOVAL, DELIVERY & INSTALLATION FOR A REPLACEMENT PRODUCT** – If Your original Covered Product was originally installed by an NSI Retailer (as confirmed on Your original Sales Receipt/Invoice), and We decide to provide You with a replacement of Your original Covered Product in lieu of repair, this Contract also covers the costs associated with (i) the removal of Your original non-repairable Covered Product, (ii) the delivery of Your replacement item, and (iii) the associated installation of Your replacement item (EXCLUSIVE OF ANY AND ALL PARTS SUCH AS MOUNTING BRACKETS, KITS, ETC. THAT MAY BE NEEDED TO COMPLETE THE INSTALLATION).
  - Maximum benefit for delivery/installation cost(s) associated with a covered replacement: as applicable to a covered Claim, the maximum amount this Contract will pay will not exceed the amount equal to the delivery or installation charge(s) shown on Your Sales Receipt/Invoice. If no amount (or “\$0.00”) is shown on Your Sales Receipt/Invoice for delivery or installation charge(s), the maximum amount will not exceed the current market rate for such service(s), as determined by the Administrator.

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**4. REPAIR PLAN FOR MAJOR APPLIANCES:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product in the event of a covered Claim. At Our sole discretion, You may be provided with a replacement item, or reimbursement towards a replacement item, in lieu of repairs.

Additional embedded SPECIAL FEATURES include the following, as applicable to Your Covered Product type:

- **POWER SURGE DAMAGE** – This special feature provides for the labor and/or parts necessary to repair Your Covered Product in the event it sustains damage resulting from an oversupply of voltage to the Product. (NOTE: Major Appliances are not required to be connected to a UL-approved surge protector to be eligible for coverage under this special feature.)
- **NO LEMON GUARANTEE** – this special feature consists of the following: within any consecutive twelve (12) month period, if Your Covered Product has three (3) covered repairs and a fourth (4<sup>th</sup>) problem occurs, We will provide for the replacement of Your original Covered Product or reimbursement for the replacement of Your original Covered Product; in accordance with the “About Replacements” and “About Reimbursements” provisions outlined above. *Note: If any of the three (3) qualifying repairs occur during the manufacturer’s warranty period, You will need to provide the Administrator with proof of such repairs.*
- **LAUNDRY CREDIT (for clothes washer/clothes dryer Covered Product(s) ONLY)** – This special feature provides a one-time reimbursement for consequential laundry expenses that result from Your Covered Product being rendered inoperable for more than seven (7) consecutive days as a direct result of a covered Failure (a “Qualified Service Repair”). Benefits under this special feature are limited to one (1) reimbursement for a Qualified Service Repair, not to exceed \$25, during Your entire Contract Term. To receive reimbursement, after having Your Product serviced as authorized by the Administrator, submit the following to the Administrator for reimbursement: (i) copy of the repair order/invoice with Claims authorization number provided by the Administrator clearly written on top, with (ii) itemized list of laundry expenses (such as dry cleaning charges and laundromat charges), and (iii) proof of payment for such services (as practicable).
- **FOOD LOSS REIMBURSEMENT (for refrigerator/freezer Covered Product(s) ONLY)** – This special feature provides reimbursement for consequential food loss of perishable items that require refrigeration or freezing resultant from a covered Claim for Your Product (a “Qualified Event”). Benefits under this special feature are limited to a maximum of \$250 per covered Qualified Event. After Your Product has been serviced as authorized by the Administrator, submit the following to the Administrator to Claim Food Loss Reimbursement: (i) copy of the service order/invoice with Claims authorization number provided by the Administrator clearly written on top, and (ii) copy of proof of purchase for replaced food items. **NOT COVERED: ANY LOSS RESULTING FROM ANY MECHANICAL OR ELECTRICAL BREAKDOWN OF AN ICEMAKER.**
- **REMOVAL, DELIVERY & REINSTALLATION OF REPAIRED PRODUCT** – If Your original Covered Product was originally installed by an NSI Retailer (as confirmed on Your original Sales Receipt/Invoice), this Contract also covers the costs associated with (i) the removal of Your original Covered Product for covered repairs, (ii) the delivery of Your repaired original Covered Product, and (iii) the installation of Your repaired Covered Product (EXCLUSIVE OF ANY AND ALL PARTS SUCH AS MOUNTING BRACKETS, KITS, ETC. THAT MAY BE NEEDED TO COMPLETE THE INSTALLATION).

- Maximum benefit for delivery/installation cost(s) associated with a covered repair: as applicable to a covered Claim, the maximum amount this Contract will pay will not exceed the amount equal to the delivery or installation charge(s) shown on Your Sales Receipt/Invoice. If no amount (or "\$0.00") is shown on Your Sales Receipt/Invoice for delivery or installation charge(s), the maximum amount will not exceed the current market rate for such service(s), as determined by the Administrator.
- REMOVAL, DELIVERY & INSTALLATION FOR A REPLACEMENT PRODUCT – If Your original Covered Product was originally installed by an NSI Retailer (as confirmed on Your original Sales Receipt/Invoice), and We decide to provide You with a replacement of Your original Covered Product in lieu of repair, this Contract also covers the costs associated with (i) the removal of Your original non-repairable Covered Product, (ii) the delivery of Your replacement item, and (iii) the associated installation of Your replacement item (EXCLUSIVE OF ANY AND ALL PARTS SUCH AS MOUNTING BRACKETS, KITS, ETC. THAT MAY BE NEEDED TO COMPLETE THE INSTALLATION).
  - Maximum benefit for delivery/installation cost(s) associated with a covered replacement: as applicable to a covered Claim, the maximum amount this Contract will pay will not exceed the amount equal to the delivery or installation charge(s) shown on Your Sales Receipt/Invoice. If no amount (or "\$0.00") is shown on Your Sales Receipt/Invoice for delivery or installation charge(s), the maximum amount will not exceed the current market rate for such service(s), as determined by the Administrator.
- COMPREHENSIVE MAJOR COMPONENT COVERAGE (*included with a 5-year Term Contract purchase ONLY, for certain Major Appliance types*) – Coverage includes the following specific eligible major components associated with the following specific Major Appliance types (only):  
*Each of the following eligible Major Appliances must be confirmed on Your Sales Receipt/Invoice in order for this MAJOR COMPONENT COVERAGE optional upgrade to be valid. TRIP CHARGES OR ANY COSTS ASSOCIATED WITH ANY OTHER COMPONENT OF YOUR MAJOR APPLIANCE THAT MAY SUSTAIN A BREAKDOWN ARE NOT COVERED.*

ELIGIBLE MAJOR APPLIANCE <i>(As confirmed on Your Sales Receipt/Invoice)</i>	ELIGIBLE MAJOR COMPONENT
STAND-ALONE A/C UNIT:	Compressor
DEHUMIDIFIER:	Compressor
STAND-ALONE ICE MAKER:	Compressor
REFRIGERATOR/FREEZER:	Sealed Refrigeration System
GAS COOKTOP/RANGE/WALL OVEN:	Spark/Igniter Module
ELECTRIC COOKTOP/ RANGE/WALL OVEN:	Heating Element
RANGE HOOD:	Ventilation Motor
WARMING DRAWER:	Electronic Board
MICROWAVE:	Magnetron Tube
DISHWASHER:	Motor/Pump Assembly
CLOTHES WASHER:	Motor
CLOTHES DRYER:	Motor/Transmission
CLOTHES WASHER/DRYER COMBO:	Motor

- **What is covered DURING the manufacturer’s warranty period:** In the event an eligible major component for an eligible Major Appliance listed below is replaced under the manufacturer’s warranty, We will pay for the LABOR costs (only) associated with the installation of such replacement component. NOTE: Coverage for LABOR costs is only available DURING the manufacturer’s warranty period, and such coverage ends when the manufacturer’s warranty expires. NO PART COSTS ARE COVERED UNDER THIS BENEFIT DURING THE MANUFACTURER’S WARRANTY PERIOD.
- **What is covered AFTER the manufacturer’s warranty period:** In the event an eligible major component for an eligible Major Appliances listed below sustains a covered Failure, We will pay for the PART cost (only) for a replacement component. NOTE: Coverage for PART costs is only available AFTER the manufacturer’s warranty expires, and such coverage continues until the end of Your Contract Term. NO LABOR COSTS ARE COVERED UNDER THIS BENEFIT AFTER THE MANUFACTURER’S WARRANTY PERIOD HAS EXPIRED.

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**Optional Coverage Upgrades**  
*(available with a “Repair Plan” only)*

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*If You purchased a “Repair Plan”, the following are applicable to You based on Your separate election and purchase, as confirmed on Your Sales Receipt/Invoice:*

- A) **SCREEN DAMAGE COVERAGE** – This optional coverage upgrade provides for UP TO TWO (2) replacements of the Covered Product’s screen in the event it sustains cracking or breakage after a single accidental damage from handling event.
- B) **LAMP REPLACEMENT COVERAGE (available with the following Major Electronics only: LCD, LCoS, D-ILA, or DLP rear-projection televisions)** – This optional coverage upgrade provides for UP TO ONE (1) replacement of the covered Failure of the Covered Product lamp, provided one of the following is confirmed: (i) the lamp is completely burned-out with no visible picture on the Covered Product screen; (ii) the preset manufacturer message is present and indicates that the Covered Product lamp must be replaced; or (iii) the number of hours that the manufacturer has indicated for useful life of the Covered Product lamp has been reached.
- C) **COMMERCIAL COVERAGE** – This optional coverage upgrade allows for that which is outlined in the “Repair Plan” Coverage Plan Option to be provided for Covered Products used in a commercial, business or enterprise capacity.

**D) MAJOR COMPONENT COVERAGE FOR UP TO 10 YEARS (available with certain Major Appliances only)** – This optional coverage upgrade allows for additional coverage for the following specific eligible major components associated with the following specific Major Appliance types (only): *Each of the following eligible Major Appliances must be confirmed on Your Sales Receipt/Invoice in order for this MAJOR COMPONENT COVERAGE optional upgrade to be valid. TRIP CHARGES OR ANY COSTS ASSOCIATED WITH ANY OTHER COMPONENT OF YOUR MAJOR APPLIANCE THAT MAY SUSTAIN A BREAKDOWN ARE NOT COVERED.*

ELIGIBLE MAJOR APPLIANCE <i>(As confirmed on Your Sales Receipt/Invoice)</i>	ELIGIBLE MAJOR COMPONENT
STAND-ALONE A/C UNIT:	Compressor
DEHUMIDIFIER:	Compressor
STAND-ALONE ICE MAKER:	Compressor
REFRIGERATOR/FREEZER:	Sealed Refrigeration System
GAS COOKTOP/RANGE/WALL OVEN:	Spark/Igniter Module
ELECTRIC COOKTOP/ RANGE/WALL OVEN:	Heating Element
RANGE HOOD:	Ventilation Motor
WARMING DRAWER:	Electronic Board
MICROWAVE:	Magnetron Tube
DISHWASHER:	Motor/Pump Assembly
CLOTHES WASHER:	Motor
CLOTHES DRYER:	Motor/Transmission
CLOTHES WASHER/DRYER COMBO:	Motor

- **What is covered DURING the manufacturer’s warranty period:** In the event an eligible major component for an eligible Major Appliance listed below is replaced under the manufacturer’s warranty, We will pay for the LABOR costs (only) associated with the installation of such replacement component. NOTE: Coverage for LABOR costs is only available DURING the manufacturer’s warranty period, and such coverage ends when the manufacturer’s warranty expires. NO PART COSTS ARE COVERED UNDER THIS BENEFIT DURING THE MANUFACTURER’S WARRANTY PERIOD.
- **What is covered AFTER the manufacturer’s warranty period:** In the event an eligible major component for an eligible Major Appliances listed below sustains a covered Failure, We will pay for the PART cost (only) for a replacement component. NOTE: Coverage for PART costs is only available AFTER the manufacturer’s warranty expires, and such coverage continues until the end of Your Contract Term. NO LABOR COSTS ARE COVERED UNDER THIS BENEFIT AFTER THE MANUFACTURER’S WARRANTY PERIOD HAS EXPIRED.

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### Claims Process

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**Important Notice.** In order for a Claim to be considered for coverage under the provisions of this Contract, *You have to contact the Administrator first.*

**How to File a Claim.** After You have taken reasonable precautions to ensure that further damage does not occur, You need to notify the Administrator as quickly as possible about the problem You are experiencing with Your Covered Product. NO deductible payment is required.

You can do this online by visiting [www.MyProtectionPlan360.com/NSI](http://www.MyProtectionPlan360.com/NSI). Contact can be made 24/7.

★ *TIP: Want to help expedite this process? Have Your Contract Purchase Receipt and/or Product Purchase Receipt readily available when You contact the Administrator.*

**What to Expect.** First, You will be asked to thoroughly describe the problem You are experiencing, and You may be asked to provide the Administrator with additional information/documentation in order to validate Your Claim (*e.g. photographs*). After Your Claim has been authorized, the Administrator will issue a repair order and will provide You with an overview of the next steps. You can also call the Administrator toll-free any time.

**Where Service will be Performed.** Determination of which place of service applies is determined at the Administrator’s sole discretion; as deemed appropriate for the particular problem Your Covered Product is experiencing and based on the explanation You have provided when initiating the Claim. All Claims are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- 1. In-Home.** Servicing will be performed at Your residence, as long as You ensure there is accessibility to the impaired Covered Product, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and located on Your property. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a servicing technician authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- 2. Depot.** Servicing will be performed at Our authorized depot facility. We will pay for the secure shipment of Your Covered Product to and from Our designated depot facility.
- 3. Local Repair Facility/Carry-In.** Servicing will be performed at one of Our authorized repair locations near Your residence. You will need to plan on transporting Your impaired Covered Product to and from Our authorized repair location; however, in the event it is determined that Your Product needs to be sent elsewhere for further servicing, You will need to pay for the secure shipment of Your impaired Covered Product to the location designated by Us, and We will pay to securely ship it back to You.

**What Happens if Your Contract Term Expires in the Middle of an Approved Claim.** In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract. *However, no new Claims will be considered after Your Contract Term expires.*

DO NOT OBTAIN SERVICES ON YOUR OWN WITHOUT SPECIFIC AUTHORIZATION OR DIRECTION FROM THE ADMINISTRATOR. THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR SERVICES THAT WERE PERFORMED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR.

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## Deductible

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NO DEDUCTIBLE PAYMENT IS REQUIRED.

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### Coverage Limitations

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

If We do replace Your Product, this Service Contract will be considered fulfilled and all its obligations satisfied. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original Product Purchase Price; excluding taxes, and this Service Contract will be considered fulfilled and all its obligations satisfied.

**NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING, BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT, INCLUDING INHERENT PRODUCT FLAWS, SUCH AS EPIDEMIC FAILURE OR FAILURES SUBJECT TO RECALLS.**

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### Exclusions (what is NOT covered)

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AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- A. ACCIDENTAL DAMAGE FROM HANDLING (SUCH AS RESULTANT DAMAGE FROM DROPPING THE PRODUCT, SPILLING LIQUID ONTO IT, OR IN ASSOCIATION WITH SCREEN BREAKAGE) UNLESS OTHERWISE SHOWN ON YOUR SALES RECEIPT/INVOICE);
- B. ABUSE (MEANING, THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR BREAKDOWN), NEGLIGENCE, MISUSE (INCLUDING FAULTY INSTALLATION, REPAIR, OR MAINTENANCE BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY THE ADMINISTRATOR, AND USE/CARE OUTSIDE OF THE MANUFACTURER'S SPECIFICATIONS, AND CONTACT WITH ANY HUMAN OR ANIMAL BODILY FLUIDS), INTENTIONAL HARM OR MISCHIEF OF OR TO THE COVERED PRODUCT;
- C. FORTUITOUS EVENTS; INCLUDING, BUT NOT LIMITED TO: ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR PERILS OF NATURE; COLLAPSE, EXPLOSION OR COLLISION OF OR WITH ANOTHER OBJECT; FIRE, ANY KIND OF PRECIPITATION, HUMIDITY, LIGHTNING, DIRT/SAND, SMOKE, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, WAR OR HOSTILE ACTION;
- D. RUST, CORROSION, WARPING, BENDING, ANIMALS, ANIMAL INHABITATION OR INSECT INFESTATION;
- E. PRODUCTS THAT HAVE BEEN LOST OR STOLEN (THIS SERVICE CONTRACT ONLY PROVIDES FOR AN APPROVED REPLACEMENT OR REIMBURSEMENT FOR REPLACEMENT (IF APPLICABLE) WHEN THE ORIGINAL COVERED PRODUCT IS RETURNED TO US IN ITS ENTIRETY);
- F. COSMETIC DAMAGE (MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE COVERED PRODUCT THAT DOES NOT IMPEDE OR HINDER THE NORMAL OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH) OR STRUCTURAL IMPERFECTIONS, WHEN SUCH DO NOT IMPAIR THE OVERALL FUNCTIONALITY OR GENERAL USE OF THE COVERED PRODUCT;
- G. ANY MERCHANDISE THAT HAS BEEN CONFIRMED BY OUR AUTHORIZED SERVICER TO HAVE REMOVED OR ALTERED SERIAL NUMBERS;
- H. DAMAGE RESULTING FROM THE BREAKDOWN OF A NON-COVERED PART;
- I. ANY UPGRADES, ATTACHMENTS, ACCESSORIES OR PERIPHERALS, OR ANY BREAKDOWN OR DAMAGE TO OR RESULTING FROM THESE ITEMS (INCLUDING BUT NOT LIMITED TO REMOTE CONTROL REPROGRAMMING);
- J. ANY ITEMS THAT ARE CONSUMER REPLACEABLE AND DESIGNED TO BE REPLACED OVER TIME THROUGHOUT THE LIFE OF THE PRODUCT; INCLUDING, BUT NOT LIMITED TO: FUSES, BATTERIES, BELTS, BULBS, CONNECTORS, FILTERS, BAGS AND LINT SCREENS
- K. ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT, OF WHICH THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- L. ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS;
- M. ANY MERCHANDISE THAT HAS BEEN CONFIRMED TO BE USED IN A COMMERCIAL, BUSINESS, HEAVY INDUSTRIAL AND/OR EDUCATIONAL INSTITUTION CAPACITY (UNLESS THE APPROPRIATE "OPTIONAL COVERAGE UPGRADE" HAS BEEN PURCHASED);
- N. PERSONAL ITEMS LEFT IN THE PRODUCT (YOU ARE RESPONSIBLE FOR REMOVING ALL PERSONAL ITEMS FROM THE PRODUCT BEFORE SERVICE IS PERFORMED);
- O. BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE AGREEMENT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS CONTRACT;
- P. PHYSICAL DAMAGES, INCLUDING BUT NOT LIMITED TO PRIMARY AND SECONDARY DAMAGES RESULTING FROM A COVERED PRODUCT (i) FALLING FROM HEIGHTS (SUCH AS DECKS, BALCONIES, OR OUT OF WINDOWS), (ii) BEING RUN OVER BY OR FALLING OUT OF A MOVING VEHICLE, AND (iii) BEING IMMERSSED/SUBMERGED INTO LIQUID (SUCH AS A POOL OR BATH);
- Q. IMPROPER PACKING AND/OR TRANSPORTATION OF THE COVERED PRODUCT PERFORMED BY YOU OR YOUR REPRESENTATIVE WHICH RESULTS IN DAMAGES;
- R. INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENT OR PERIPHERALS;
- S. COSTS ASSOCIATED WITH TEARING DOWN OR REFINISHING OF WALLS IN ORDER TO REACH AND/OR EVALUATE THE COVERED PRODUCT;
- T. INTERRUPTION OF GAS OR ELECTRICAL SERVICE; SIGNAL RECEPTION OR TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES AND/OR LOSS OF POWER; IMPROPER USE OF ELECTRICITY/POWER, POWER "BROWN-OUT", POWER OVERLOAD OR ANY DAMAGE RESULTING FROM THE IMPROPER INSTALLATION OR IMPROPER CONNECTION OF THE PRODUCT TO A POWER SOURCE;

- U. IMPROPER REMOVAL OR INSTALLATION OF REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;
- V. COST OF ROUTINE, PERIODIC OR PREVENTATIVE MAINTENANCE, OR DAMAGES RESULTING FROM LACK OF PROVIDING MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS, OR USE OF THE COVERED PRODUCT IN SUCH A MANNER AS WOULD BE VOIDABLE COVERAGE UNDER THE MANUFACTURER'S WARRANTY, OR USE OF THE PRODUCT IN A MANNER INCONSISTENT WITH ITS DESIGN OR MANUFACTURER SPECIFICATIONS;
- W. ADJUSTMENT, MANIPULATION, MODIFICATION, REMOVAL OR UNAUTHORIZED REPAIRS OF ANY INTERNAL COMPONENT/PART OF A COVERED PRODUCT PERFORMED BY ANYONE OTHER THAN A SERVICE CENTER/TECHNICIAN AUTHORIZED BY THE ADMINISTRATOR;
- X. CLAIMS SUBMITTED AFTER THE CONTRACT TERM HAS EXPIRED OR BEEN CANCELLED;
- Y. A PRE-EXISTING CONDITION KNOWN TO YOU ("PRE-EXISTING CONDITION" REFERS TO A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE OVERALL FITNESS OF THE COVERED PRODUCT BEFORE THIS CONTRACT WAS PURCHASED); OR
- Z. ANY SERVICING IN CONFLICT WITH THE TERRITORY PROVISION.

AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICER TO BE EXCLUDED UNDER THE PROVISIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS.

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### General Provisions

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**Cancellation Process.** You can cancel this Service Contract at any time by informing Your Retailer or the Administrator of Your cancellation request. NO CANCELLATION FEES APPLY. (Note: these cancellation provisions; including refund applicability, apply to the original Contract purchaser only.)

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee or monthly charge by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria outlined above.

**Renewability.** Want to renew Your Contract Term? Call the Administrator before Your expiration date to initiate Our renewal process (toll free 1- [888-325-2336]).

**Transferability.** Want to transfer coverage under Your Contract Term to another person? Call the Administrator to initiate Our transfer process.

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### Disclosure Statements

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

**Guaranty.** This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Covered Product under this Service Contract within sixty (60) days of Your Claim submission date, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Contract Purchase Price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

**Entire Agreement.** This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt and Product Purchase Receipt (if provided separately), constitute the entire agreement between Us and You, and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**Special State Addendums.** Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where required by law, Your resident state) shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

**Alabama: CLAIMS PROCESS** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1- [888-325-2336] or by visiting [www.MyProtectionPlan360.com/\[BrandsMart\]](http://www.MyProtectionPlan360.com/[BrandsMart]). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[BrandsMart\]](http://www.MyProtectionPlan360.com/[BrandsMart]) any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION PROCESS** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

**Arizona:** **LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **EXCLUSIONS (WHAT IS NOT COVERED)** - We shall not provide coverage only for those specifically listed items in the "**EXCLUSIONS (WHAT IS NOT COVERED)**" section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION PROCESS** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

**Arkansas:** **CLAIMS PROCESS** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-[888-325-2336] or by visiting [www.MyProtectionPlan360.com/\[BrandsMart\]](http://www.MyProtectionPlan360.com/[BrandsMart]). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[BrandsMart\]](http://www.MyProtectionPlan360.com/[BrandsMart]) any time. Failure to obtain prior authorization may result in non-payment.

**California:** Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Obligor for this Service Contract. **CANCELLATION PROCESS** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-[888-325-2336] and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **GUARANTY** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **CANCELLATION PROCESS** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

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

**Georgia:** **CANCELLATION PROCESS** is amended as follows: In no event will any claims incurred or paid be deducted from any refund and if applicable, in cases where the original retailer closed, is out of business or You (contract holder) have moved out of the retailer's normal delivery area. If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **EXCLUSIONS (WHAT IS NOT COVERED)** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Kansas:** **BASE COVERAGE PLAN OPTIONS** – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of Kansas.

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

**Nevada:** **CANCELLATION PROCESS** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the



effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **EXCLUSIONS (WHAT IS NOT COVERED)** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

If Your service contract relates to goods that are essential to Your health and safety and the repair of such goods is covered under the terms and conditions of Your contract, You may request emergency service at any time by calling Us at [888-325-2336] or online at [www.MyProtectionPlan360.com].

If the emergency service involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, We will commence repairs within 24 hours after the report of the claim and will complete repairs as soon as reasonably practicable thereafter. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and to the Nevada Insurance Commissioner as required by Nevada law.

Any reference to ‘administrative fee’ with respect to cancellation is changed to ‘cancellation fee’.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

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

**New Mexico:** **GUARANTY** is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

**CANCELLATION PROCESS** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

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

**Oklahoma:** The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-[888-325-2336], Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION PROCESS** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-[888-325-2336] and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **CLAIMS PROCESS** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-[888-325-2336] or by visiting www.MyProtectionPlan360.com/[BrandsMart]. If You need authorization when the Administrator’s office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/[BrandsMart] any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION PROCESS** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **NOTICE:** As used in the “**EXCLUSIONS (WHAT IS NOT COVERED)**” section of this Contract, the word “data” refers to non-proprietary information.

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

**Texas:** The Administrator is The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION PROCESS** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

**Utah:** The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-[888-325-2336]. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **CANCELLATION PROCESS** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We

cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

**Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington:** Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract.

The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS (WHAT IS NOT COVERED)**– What is excluded from coverage is limited to that which is expressly stated under the **“EXCLUSIONS (WHAT IS NOT COVERED)”** section of this Service Contract which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. **CANCELLATION PROCESS** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY** is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Unauthorized repairs may not be covered.

**Wyoming:** This service contract is not available in Wyoming.