

**Service Agreement Administrator:**  
Warrantech Consumer Product Services, Inc. ("WCPS")  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-877-319-0665

**CONGRATULATIONS:** Thank You for Your recent purchase of the Furniture Protection Service Agreement (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this Service Agreement, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

**DEFINITIONS:** Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement. "**Retailer**" means the authorized entity that sold You this Service Agreement. "**Furniture**" means the qualifying indoor furniture described below and delivered concurrently with Your purchase of this Service Agreement. "**Deductible**" means the amount You are required to pay, if any, for eligible service. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("**WCPS**" or "**Administrator**") (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

**SERVICE AGREEMENT TERM:** The term of this Service Agreement begins on the date of delivery of Your Furniture and continues for a period of five (5) Years; inclusive of the manufacturer warranty. Coverage for power and structural breakdowns is effective on expiration of the manufacturer warranty.

**QUALIFYING FURNITURE:** Upholstered Fabric and Microfiber Furniture; Upholstered Vinyl and Leather Furniture, Wood and Solid Surface Furniture, all of which are purchased concurrently with this Service Agreement and are itemized on your sales receipt along with a line item indicating purchase of this Service Agreement and the purchase price of the covered Furniture. This Service Agreement is available for new Furniture only that is sold through a Retailer. Furniture covered by this Service Agreement must be received by You from the Retailer free of stains or damage.

**SERVICE AGREEMENT COVERAGE:** Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator.

**For Damage to Upholstered Fabric and Microfiber Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Failure of integral electrical components
- Breakage of mechanisms
- Breakage of frames and springs

**For Damage to Upholstered Vinyl and Leather Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Rips, Tears or Punctures
- Cracking and Peeling of Top Grain Leather
- Failure of integral electrical components
- Breakage of mechanisms
- Breakage of frames and springs

**For Damage to Wood and Solid Surface areas of the Furniture:**

- Most Stains (see exclusions)
- Dye Transfer
- Burn or Singe Marks Caused by Brief Contact with Flame or Heat
- Scratches, Dents, Chips or Gouges that Penetrate the Finish exposing the under layer
- Checking, Cracking, Bubbling and Peeling of the Finish or Lifting of Veneers (from a specific incident)
- Warping
- Mirror Chipping, breakage & Loss of silvering
- Breakage of structural components (excluding chair legs, rungs, and joints)

**HOW THIS SERVICE AGREEMENT WORKS:** If the new Furniture covered by this Service Agreement becomes stained or damaged as described above during normal use and You cannot correct the damage using products provided by Us and/or procedures provided by Us, at our sole discretion, the affected area or damaged part will be repaired or replaced. If We cannot repair the damage or replace a damaged part, We will arrange for the replacement of the damaged piece of Furniture with the same or a similar piece of Furniture having an equal retail purchase price (excluding taxes and fees) as the damaged Furniture by issuing a store credit. **NOTE:** If Your Furniture is part of a matching set in which all pieces were purchased concurrent with the damaged piece of furniture and covered at once under this Service Agreement, We will only provide a store credit equal to the retail purchase price (excluding taxes and fees) for the damaged piece of Furniture and not the entire set of Furniture and We are not liable for any replacement pieces that do not match the remaining pieces of Furniture. If a manufacturer's warranty covers damage reported in connection with a claim under this Service Agreement, coverage set forth in this Service Agreement will not apply. Service or replacement is limited to only damaged Furniture covered by this Service Agreement and does not transfer to Furniture replaced under this Service Agreement. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Service Agreement does not eliminate the need for routine care and maintenance of Your Furniture; and such care and maintenance shall be Your sole responsibility. General soiling and wear and tear (defined as a gradual buildup or accumulation of dirt, dust, body oils, perspiration, and other damage that cannot be attributed to a single incident) are not covered under this Service Agreement. Other exclusions apply and are set forth below.

**TO OBTAIN SERVICE:** All Repairs must be authorized by the Administrator prior to performance of work. Repairs on unauthorized repairs may not be covered. Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting customer service at 1-877-319-0665 or online at [www.WCPSOnLine.com](http://www.WCPSOnLine.com). You must have Your original receipt showing Your purchase of the covered Furniture and this Service Agreement; the warranty validation number provided to You in Your welcome letter from Us; the original delivery date and invoice for the covered Furniture; and the discovery date of the stain or damage. You must cooperate with the Administrator in its efforts to perform its obligations under this Service Agreement. Failure to comply with the provisions in this Service Agreement may result in denial of Your claim.

**THE SERVICE PROCESS:** Upon receiving a claim covered by this Service Agreement, We will provide repair advice and/or products to aid in stain removal or repair of the damage. If the stain or damage persists, at Our sole discretion, We may request photos (if possible) to help determine if You may receive a no charge in-home visit by a professional technician or a replacement. If the technician determines that repairs must be made off-site, the damaged Furniture will be removed and returned at no cost to You. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the stain or damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize issuance of a store credit equal to the retail purchase price (excluding taxes and fees) of the non-repairable Furniture piece. You may use this store credit to select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged or covered under this Service Agreement. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Service Agreement does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Service Agreement will be limited to repair service only or You will receive a pro-rata refund of the purchase price of this Service Agreement calculated based on the elapsed time since the commencement of this Service Agreement, less any claims paid. If you financed the purchase of this Service Agreement, any refund owed pursuant to this provision will be paid directly to the lender of record.

**DEDUCTIBLE:** There is no deductible required to obtain service on Your Furniture.

**IMPORTANT EXCLUSIONS:** THIS SERVICE AGREEMENT DOES NOT SUPERSEDE THE MANUFACTURER'S WARRANTY. ADDITIONALLY, THIS SERVICE AGREEMENT DOES NOT COVER: (A) ANYTHING NOT SPECIFICALLY LISTED IN THE "SERVICE AGREEMENT COVERAGE" SECTION OF THIS SERVICE AGREEMENT IS EXCLUDED; (B) STAINS OR DAMAGE CAUSED BY TRANSIT, DELIVERY, REDELIVERY,

MOVEMENT BETWEEN RESIDENCES OR STORAGE, FURNITURE USED OUTDOORS OR ON PATIOS OR SCREENED ROOMS WHERE IT MAY BE DIRECTLY OR INDIRECTLY EXPOSED TO THE ELEMENTS OF NATURE; (C) STAINS OR DAMAGE CAUSED BY USE OF IMPROPER CLEANING METHODS OR IMPROPER CLEANING MATERIALS, OR DAMAGE CAUSED BY THE APPLICATION OF TOPICAL TREATMENTS (OTHER THAN THOSE PROVIDED BY US SPECIFICALLY FOR USE WITH THE COVERED FURNITURE) OR FAILURE TO COMPLY WITH THE MANUFACTURER'S WARRANTY; (D) STAINS OR DAMAGE FROM ACID, BLEACH, CAUSTIC SOLUTIONS, MILDEW, MOLD OR REOCCURRING DAMAGE AS A RESULT OF LIFESTYLES, EVEN IF OTHERWISE COVERED BY THIS SERVICE AGREEMENT; (E) BODILY FLUID STAINS CAUSED BY INCONTINENCE; (F) ODORS; (G) FADING OF THE UPHOLSTERY, COLOR LOSS, AND/OR DISCOLORATION, OR FABRICS THAT BECOME WORN OR SOILED FROM EVERYDAY USE; (H) PET DAMAGE AND/OR CLAW MARKS OTHER THAN PET BODILY FLUIDS, SUCH AS DAMAGE FROM TEETH, BEAKS, ETC.; (I) NORMAL WEAR AND TEAR SUCH AS SOILING FROM EVERYDAY USE INCLUDING BODY OIL, HAIR OIL, PERSPIRATION, OR DARKENED BODY CONTACT AREAS; (J) INHERENT DESIGN FLAWS INCLUDING BUT NOT LIMITED TO NATURAL INCONSISTENCIES IN UPHOLSTERY, LEATHER, VINYL OR DELAMINATION OF MICROFIBER; (K) FAILURE OR LOOSENING OF THREADS OR SPLITTING OF SEAMS; (L) WOOD SURFACE SCRATCH, DENT, CHIP OR GOUGE THAT DOES NOT PENETRATE THROUGH THE FINISH; (M) CRACKING OR PEELING OF NON-TOP GRAIN LEATHER; (N) LEATHER SURFACE SCRATCHES THAT DO NOT PENETRATE THROUGH THE UPHOLSTERY; (O) LEATHER FLAWS AND MANUFACTURER'S DEFECTS THAT CAUSE RIPS, CUTS, PUNCTURES, OR COLOR LOSS; (P) DYE LOT OR TEXTURE VARIATION; (Q) LOOSENING OR BREAKAGE OF CHAIR LEGS, CHAIR RUNGS, OR CHAIR JOINTS; (R) DAMAGE FROM WILLFUL ABUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS, ALTERATIONS OR REPAIRS OR MISUSE OF THE COVERED FURNITURE; (S) DAMAGE TO MOTORS AND ASSOCIATED COMPONENTS DUE TO POWER SURGES, UNDER VOLTAGE/AMPERAGE, NORMAL WEAR AND TEAR, OR ANY DAMAGE CAUSED BY AN EXTERNAL POWER SOURCE; (T) STAINS OR DAMAGE RESULTING FROM ADD-ON PRODUCTS, APPLIANCE MALFUNCTIONS OR ACCESSORIES, ATTACHMENTS, RUST, CORROSION, BATTERY LEAKAGE, SAND, DIRT, ANIMAL OR INSECT INFESTATION; (U) DAMAGE OR STAINS CAUSED BY ACTS OF GOD, FIRE, WATER, WINDSTORM, HAIL, EARTHQUAKE, EXPOSURE TO THE SUN OR OTHER HEAT SOURCE, EXPOSURE TO THE COLD, THEFT, NEGLIGENCE, RIOT, OR ANY OTHER PERIL; (V) THIS SERVICE AGREEMENT DOES NOT COVER CLAIMS ARISING FROM ANY BREACH OF IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE FURNITURE FROM THE MANUFACTURER; (W) FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS; (X) INITIAL INSTALLATION, ASSEMBLY OR HOOKUP OF YOUR FURNITURE IS NOT COVERED. REMOVAL AND REINSTALLATION ARE NOT COVERED UNDER THIS SERVICE AGREEMENT, EXCEPT AS DETERMINED BY US; (Y) THIS SERVICE AGREEMENT DOES NOT COVER ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT OR PRIOR STAINS AND/OR DAMAGE THAT OCCURRED PRIOR TO THE DELIVERY DATE OF THE COVERED FURNITURE.

**THIS SERVICE AGREEMENT IS NOT AVAILABLE FOR:** THIS SERVICE AGREEMENT DOES NOT PROVIDE COVERAGE FOR "AS IS", "PRE-OWNED", SHOWROOM-DISPLAYED, RENTAL, NON-RESIDENTIAL, IN-HOME DAYCARE BUSINESSES, INSTITUTIONAL OR COMMERCIAL USE, RATTAN, BAMBOO OR WICKER USED OUTDOORS, READY TO ASSEMBLE ("RTA"), NUBUCK, SUEDE, CARPETS, SILK, "X" CODED AND/OR NON-COLOR FAST FABRICS OR FURNITURE SOLD WITHOUT A MANUFACTURER'S WARRANTY.

**IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING LOSS OR DAMAGE TO PERSON OR PROPERTY ARISING FROM THE USE OF, OR INABILITY TO USE, OR FROM THE REPAIR OR REPLACEMENT OF FURNITURE.**

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less all applicable taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. In no event shall the total of all claims or replacement exceed the original price paid by You for the covered Product.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**CANCELLATION:** You may cancel this Service Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed 10% of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less.

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement,

You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

**IMPORTANT CONSUMER INFORMATION:** If Your 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 1-877-319-0665 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 expiration date of the original Service Agreement.

**TRANSFERS:** This Service Agreement is not transferable.

**ENTIRE AGREEMENT:** This Service Agreement; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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

**Alabama:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If You request cancellation of this Service Agreement more than thirty (30) days from the date of purchase, the administrative fee for cancellation shall not exceed the lesser of ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Agreement.

**Arizona:** In no event will claims incurred or paid be subtracted from any refund. **IMPORTANT EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "IMPORTANT EXCLUSIONS" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

**Arkansas:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**California:** This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Furniture covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement is cancelled by written notice after sixty (60) days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25), whichever is less. If You request cancellation of this Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

**Connecticut:** 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 Furniture, the cost of repair of the Furniture and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Furniture is sold, lost, stolen, or destroyed. **SERVICE AGREEMENT HOLDER'S**

**RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Furniture. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

**Florida:** "We", "Our", "Us" or means Technology Insurance Company, Inc., License No. 03605 who is the provider of this Service Agreement, whose address is 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. The "Administrator" means WCPS of Florida, Inc., License No. 80202, whose address is PO Box 1189, Bedford, TX 76095. This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** We may only cancel this Service Agreement for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You request cancellation of this Service Agreement more than thirty (30) days from the date of purchase, the administrative fee for cancellation shall not exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00). This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. If the original Retailer is closed, out of business, or You have moved out of the Retailer's normal delivery area, this Service Agreement will be limited to repair service only or You will receive a full refund of the purchase price paid by You for this Service Agreement. In no event will claims be deducted from any refund. PRE-EXISTING - Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You.

**Hawaii:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Illinois:** Normal wear and tear is not covered under this Service Agreement. If You request cancellation of this Service Agreement more than thirty (30) days from the date of purchase, the administrative fee for cancellation shall not exceed the lesser of ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00).

**Indiana:** Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **IMPORTANT EXCLUSIONS:** Letter (Y) is deleted and replaced with the following: This Service Agreement does not cover any and all pre-existing conditions known to You that existed prior to the effective date of this Service Agreement or prior stains and/or damage that occurred prior to the delivery date of the covered Furniture.

**Maine:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If You request cancellation of this Service Agreement more than thirty (30) days from the date of purchase, the administrative fee for cancellation shall not exceed the lesser of ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00).

**Maryland:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Minnesota:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

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

**Nevada:** This Service Agreement is not renewable. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement 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 Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund.

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

**New Mexico:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**North Carolina:** We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You. If You request cancellation of this Service Agreement more than thirty (30) days from the date of purchase, the administrative fee for cancellation shall not exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00).

**Oklahoma:** This service warranty applies to consumer furniture Products. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

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

**South Carolina:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement to the provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service

Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Contract, You must obtain authorization by submitting a claim by contacting the Administrator at PO Box 1189, Bedford, TX 76095, 1-800-342-5349. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible.

**Washington:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "**WHAT IS NOT COVERED**" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**Wisconsin: THIS CONTACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. We may only cancel this Service Agreement for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Agreement 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. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the purchase price. 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 Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. 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.

**Wyoming: This Service Agreement is not available to residents of Wyoming.**

*These terms & conditions are available on the Administrator's website at [www.wcpsonline.com](http://www.wcpsonline.com) or Call 1-877-319-0665 to have a copy mailed to You.*