

**SERVICE CONTRACT TERMS & CONDITIONS**

Administrator: [Guardsman US LLC]

P.O. Box [1189]Bedford, TX 76095

Telephone: [1-888-446-8008]

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

**CONGRATULATIONS:** Thank You for Your recent purchase of this [extended service][product] [service] contract (the “**Service Contract**”, “**Contract**”, “**Plan**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract and Your sales receipt/invoice in a safe place, 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 Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

**DEFINITIONS:** Throughout this Service Contract, the following capitalized words have the stated meaning – “**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). “**Claim**”: a demand for payment in accordance with this Contract sent by You. “**Contract Purchase Receipt**”: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, purchased Plan option(s), Covered Equipment, Deductible, and the purchase date of Your Contract. “**Deductible**”: the amount You are required to pay, per Claim, for services covered under this Service Contract (if any). “**Failure**”: means the mechanical/electrical, or in the case of footwear the functional, breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product, that is not caused by normal wear and tear, unless otherwise explicitly listed in the “What is Covered” section below. “**Plan**”: the specific coverage under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt. “**Power Surge**”: damages 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 “**Product(s)**”, “**Covered Product(s)**”: the item(s) that meet(s) the “**PRODUCT ELIGIBILITY**” requirements outlined below that is/are covered under this Contract, including footwear; sporting goods, including but not limited to, headgear, fishing equipment, metal detectors, sports apparel, and sports electronic; lawn and garden, including but not limited to, leaf blower, chain saw, mower, string trimmer, and tiller; water heaters including tank and tankless. “**Product Purchase Price**”: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees. “**Sales Receipt**”: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price and Equipment description. “**Retailer**”: the merchant authorized by Us to sell this Service Contract to You. “**Term**”: the period of time in which the provisions of this Service Contract are valid. “**We**”, “**Us**”, “**Our**”: the party or parties obligated to provide service under this Service Contract as the service contract provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc. (License No. 03605), at 866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038). In Florida “**We**”, “**Us**”, and “**Our**” shall mean Technology Insurance Company, Inc. (License No. 03605), and “**You**”, “**Your**”: the purchaser/owner of this Service Contract who is to receive the coverage provided hereunder.

**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:**

This Service Contract covers eligible Products (as defined) that are purchased as [new][,] [and/or] [factory-refurbished][,][and/or][used] and manufactured for use in the United States; which at the time of purchase included a manufacturer’s warranty valid in the United States providing minimum coverage of [ninety (90) days][one (1) year] parts and labor. Coverage outlined in this Service Contract only applies to Product not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Product must also be solely intended for normal personal use and not intended for Commercial Use. Accessories that attach to and are purchased concurrently with the Product are also eligible for coverage under this Service Contract.

**YOUR RESPONSIBILITIES: MAINTENANCE AND INSPECTIONS:** As specified in the Product manufacturer’s assembly and owner’s manual, You are required to ensure all of the care, maintenance, and inspections for the Product is performed as indicated. ANY FAILURE THAT IS DETERMINED BY US TO BE A RESULT OF NOT PERFORMING THE MANUFACTURER’S STATED CARE AND/OR MAINTENANCE REQUIREMENTS WILL NOT BE COVERED UNDER THIS CONTRACT.

**IMPORTANT PRODUCT INFORMATION:** If Your original Covered Product is ever exchanged by the manufacturer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-888-446-8008 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

**TERM OF COVERAGE:** Coverage begins upon expiration of the shortest portion of the manufacturer’s original written warranty. If for example, the manufacturer provides a split warranty coverage program where the Term durations are unequal for parts and labor (e.g., three months/90 days of labor and twelve months/1 year of parts coverage), and You have purchased a 1 year (365 days) extended Service Contract, this Service Contract shall commence on day 91 when the shortest portion of the manufacturer’s warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Service Contract shall expire at the end of day 455. During the manufacturer’s warranty period, any and all responsibility for the repair or replacement of Your Product from a covered Failure is the responsibility of the Manufacturer. This Service Contract shall remain in effect for the Term specified on Your sales receipt/invoice (subject to the LIMIT OF LIABILITY section outlined above).

[**Footwear Replacement Plan:** Coverage under this Service Contract begins thirty (30) days after the purchase date shown and for the period of time indicated on Your sales receipt/invoice.]

#### **IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”**

Coverage described in this Service Contract will 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 PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE**

#### **“LIMIT OF LIABILITY” AND “EXCLUSIONS” PROVISIONS. READ THESE SECTIONS CAREFULLY.**

**About Repairs:** When provided, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Equipment.

**About Replacements:** Reasonable efforts will be made in order to replace Your 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 may be a new, rebuilt, or refurbished product that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Equipment. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Equipment, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole products that We provide replacement for will automatically become Our property. The replacement equipment product will not extend Your Contract Term and is ineligible for continued coverage under Your original Contract. However, You may be able to purchase a new Service Contract for Your replacement product based on current product eligibility and coverage availability. (Note: You may be required to ship or deliver the defective Product prior to receiving an authorized replacement product.)

**About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a [check], [voucher], [Retailer gift card], [or] [store credit], provided at Our sole discretion, and the value of such will not exceed the amount equal to the [Product Purchase Price] shown on Your Contract Purchase Receipt and Your Sales Receipt. (Note: You may be required to ship or deliver the defective Equipment prior to receiving any authorized reimbursement.)

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a Failure during the Term of this Service Contract, if the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Service Contract does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “WHAT IS NOT COVERED” further below.

**[Sporting Goods Repair Plan:** IF PURCHASED, in the event of a covered Claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer’s parts of like kind and quality may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, not necessarily the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further Claims under this Service Contract. Fitness equipment and bicycles are not covered.]

**[Sporting Goods Replacement Plan:** IF PURCHASED, in the event of a covered Claim, We will replace the Product with a new, rebuilt, or refurbished Product of equal or similar features and functionality, not necessarily the same brand, or, at Our sole discretion, reimburse You for the replacement of the Product. Replacement of Your Product will fulfill this Service Contract in its entirety and will discharge all further obligations under this Service Contract, where allowed by law. Replacement products must have come with a manufacturer’s original equipment (“OEM”) warranty of at least ninety (90) days when purchased; and You will have the opportunity to purchase a new Service Contract if the replacement product is eligible for coverage. The Replacement Plan is limited to one replacement, and is not available with all merchandise. Fitness equipment, bicycles, trip, labor, and shipping charges are not covered.]

**[Footwear Replacement Plan:** IF PURCHASED, in the event of a covered Claim, We will provide You with reimbursement in the form of a gift card equal to the purchase price (excluding tax) of the covered footwear Product. This Plan covers defects in materials and workmanship; including: those experienced during normal wear and tear, sole separation, seam rips and separation, fabric discoloration or color bleeding, and broken fasteners (eyelets). Reimbursement for Your covered footwear Product will fulfill this Service Contract in its entirety and will discharge all further obligations under this Service Contract. The Footwear Replacement Plan is limited to one reimbursement for covered footwear Products.]

**[Lawn & Garden Repair Plan:** IF PURCHASED, in the event of a covered Claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Factory-refurbished original equipment parts may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality of the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product, and You will not be entitled to make any further Claims under this Service Contract.]

**[Water Heater Labor Only Plan:** IF PURCHASED, in the event of a covered Claim, We will furnish the labor required to repair the Failure of Your Product. This Plan does not provide coverage for replacement parts or components, and You will not be eligible for a product replacement, even if it is determined the Product is not repairable.]

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement Product is not available, or under the Sporting Goods

Replacement Plan, a replacement product is not available, We will reimburse You up to the original purchase price of Your Product; excluding taxes and less Claims paid, if any, and this Service Contract will be fulfilled and all obligations satisfied. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

**[ADDITIONAL BENEFITS: (No separate election/purchase is required; coverage is limited to the Covered Products only.)]**

1. **[POWER SURGE:** In addition to coverage for a defined Failure, this Service Contract also provides coverage for sustained damage to the Covered Product as a result of a defined Power Surge covered Claim. Limited to damage sustained to the Covered Product only; see "WHAT IS COVERED" for how coverage will be provided].
2. **[NO LEMON GUARANTEE:** This Service Contract has an embedded benefit that consists of the following: if, within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same model or color, or provide You with reimbursement for a replacement].

**DEDUCTIBLE:** [You are required to pay the Deductible amount indicated on Your sales receipt/invoice, per Claim, prior to receiving eligible service under this Contract (if any). (If no Deductible amount is shown on Your sales receipt/invoice, then no Deductible applies.)][You are not required to pay a Deductible prior to receiving service under this Contract.]

**HOW TO FILE A CLAIM:** If You need to file a Claim under this Service Contract, You must contact the Administrator at [1-888-325-2336] to obtain a repair authorization number prior to having any repairs made to Your Product. For faster service, please have Your sales receipt available when You contact the Administrator. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of Your sales receipt and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging by You or Your representative. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed.

**PLACE OF SERVICE:** If Your Product requires service, You will be responsible for transporting Your Product to and from the designated service center; including payment of shipping/transportation charges. We will pay for return shipping of the repaired Product, replacement product, or reimbursement for a replacement product; whichever is applicable in accordance with Your Plan, to Your residence.

[Water Heater Labor-Only Plan: We will arrange for Your Product to be serviced at Your residence, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In-Home/On-Site Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.]

**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 Contract shall not exceed the original purchase price of Your Product, less 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 Contract. In no event shall the total of all Claims or replacement exceed the original price paid by You for the covered Product.

**WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT, INCLUDING INHERENT PRODUCT FLAWS.**

**WHAT IS NOT COVERED: 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) A pre-existing condition known to the Holder (*"pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased*).
- B) Any merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional.
- C) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.
- D) Any Claim related to 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 does not impair the overall functionality of the covered Product).
- E) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.
- F) Servicing, labor, delivery, or installation costs.
- G) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product.
- H) 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 or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war, or hostile action.
- I) 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.

- J) 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*), neglect, negligence, misuse, intentional harm, or malicious mischief of or to the covered Product.
- K) Theft or mysterious disappearance, unforeseen disappearance, or vandalism of or to the covered Product.
- L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.
- M) Any Claim related to accidental damage from handling (ADH); such as damage sustained to the Product as a result of dropping the Product, spilling liquid onto it, or resultant breakage
- N) Operation outside the manufacturer operational or environmental specifications.
- O) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.
- P) 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.
- Q) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.
- R) Periodic or preventative maintenance.
- S) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications, or use of the 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.
- T) Normal wear and tear which is defined as gradual reduction in operating performance during the lifetime of the covered Product.
- U) 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.
- V) 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.
- W) Any service or replacement outside of the United States of America, its territories, or Canada.
- X) Any incidental or consequential damages; including but not limited to: property damage, fines, lost time, lost contracts/agreements, or lost income resulting from or related to any Claim in relation to the covered Product (regardless of whether or not the Claim itself is considered to be covered under the terms and conditions of this Contract), and including that which results from a pre-existing condition known to You or any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.
- Y) IN ADDITION TO THE ABOVE (AS APPLICABLE TO FOOTWEAR), THE FOLLOWING SPECIFICALLY APPLY TO COVERED FOOTWEAR PRODUCTS:
  - (1) Introduction of foreign objects into the footwear;
  - (2) Costs for preventive maintenance, cleaning or damage caused by such actions (including damage resulting from professional cleaning);
  - (3) Laces and non-functional or aesthetic parts; including, but not limited to: missing buttons, clasps, screws, beads, and any other decorative embellishments and/or accessories attached to the footwear;
  - (4) All stains (human, pet, plant, chemical, dirt, grease, and oil);
  - (5) Damage not repairable due to unique missing parts; including but not limited to: spare buttons, beads, and embellishments;
  - (6) Original design flaws, natural grains and marking on leather; including, but not limited to: scars, insect bites, brand marks and wrinkles;
  - (7) Alterations needed at time of purchase of the footwear;
  - (8) Children's or infant's footwear;
  - (9) Excessive or irregular wear; including, but not limited to: wear holes, lacerations, scuffing caused by toe drag and worn stitching;
  - (10) Damage due to lack of proper care and maintenance, such as the failure to clean or condition leather and other fabric;
  - (11) Fit-related problems; or
  - (12) Damage caused by exposure to water; including, but not limited to: sole separation, discoloration or color bleeding, shrinkage and rot.

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 SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

**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.

**TRANSFERABILITY:**

*[This Contract cannot be transferred to any other party or product.]*

*[This Service Contract may be transferred with the Product to any person in the United States by contacting Guardsman US LLC at 1-[888-325-2336] toll-free]*

*[If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process]*

*Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

**RENEWABILITY:**

*[This Contract is not renewable.]*

*[If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.]*

**GUARANTEE:** 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: 1) pay any Claim; 2) fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted' or 3) AFTER RECEIVING Your notice of cancellation We fail to refund any unearned portion of the Service Contract price; You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**CANCELLATION:** You may cancel this Service Contract at any time by informing the Administrator of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. **[NO CANCELLATION FEES APPLY].**

**IF YOU CANCEL THIS CONTRACT:**

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us [(except in Missouri & Nevada where Claims deduction is prohibited)]. 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 from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us [(except in Missouri & Nevada where Claims deduction is prohibited)], and minus an administrative fee not to exceed ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law.] 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 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 as outlined above.

**GENERAL PROVISIONS:**

1. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
2. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

**ARBITRATION:**

**Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court,** except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.**

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. [You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.]

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

## APPLICABLE LAW

By purchasing this Service Contract, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

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

**Alabama: HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1- 888-446-8008] [or by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername])]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername]) any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

**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. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer. **CANCELLATION** 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. Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

**Arkansas: HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1- 888-446-8008] [or by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername])]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername]) 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 Obligor for this Service Contract. **CANCELLATION** 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** 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, Technology Insurance Company, Inc. (License No. 03605) 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** 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. If after 60 days the Service Agreement is canceled by You, You will receive not less than 90% of the unearned pro rata premium, less any claims paid on the agreement. 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** is amended as follows: [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. **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. For Footwear specific plans: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

**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.

**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** 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. IF YOUR PRODUCT NEEDS REPAIR- The following statement, THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS, is removed from this contract, and replaced with the following statement: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract."

**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/[retailername]]. 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. Water Heater Labor Only plans not available in Nevada.

**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** 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** 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, 1-888-446-8008, 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** 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 (90%) 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, 1-888-446-8008 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. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at [1-888- 446-8008] [or by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername])]. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[retailername\]](http://www.MyProtectionPlan360.com/[retailername]) any time. Failure to obtain prior authorization may result in non-payment.

**CANCELLATION** 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 **"WHAT IS NOT COVERED"** section of this Contract, the word "data" refers to non-proprietary information. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

**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 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** 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, 1-888-446-8008. 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** – 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. **WHAT IS NOT COVERED** – What is excluded from coverage is limited to that which is expressly stated under the **"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** 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:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**ENTIRE AGREEMENT:** This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt/invoice, 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.

*Call [1-888-446-8008] to have a copy of these terms and conditions mailed to You.*