

## SERVICE CONTRACT TERMS & CONDITIONS

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Administrator: Guardsman US LLC  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-800-548-1926  
[www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com)

**CONGRATULATIONS!** Thank You for Your recent purchase of the Extended Service Protection Plan (the “**Service Contract**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, 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.

### BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE

*In order to maximize Your benefits, please go to [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a claim.*

## DEFINITIONS

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

“**We**”, “**Us**”, “**Our**”: the party or parties obligated to provide service under this Service Contract as the service contract provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095 (Florida Residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202), P.O. Box 1189 Bedford, TX 76095) (In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095). “**Administrator**”: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). “**Retailer**”: the seller that has been authorized by Us to sell this Service Contract to You. “**You**”, “**Your**”: the purchaser/owner of the Product(s) covered by this Service Contract. “**Original Purchase Price**”: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales receipt. “**Product(s)**”: the item(s) which You purchased with and is covered by this Service Contract. “**Term**”: the period of time in which the provisions of this Service Contract are valid. “**Failure**”: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. “**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. “**Deductible**”: the amount You are required to pay, per claim, for services covered under this Service Contract (if any). “**Commercial Use**”: any non-residential use; including rental, business, educational and institutional, but not including heavy industrial use. “**Abuse**”: the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or failure. “**Cosmetic Damage**”: damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. “**Pre-Existing Condition**”: a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Service Contract was purchased.

**Please contact the Administrator if You have any questions about this Service Contract.**

## PRODUCT ELIGIBILITY

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This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer’s warranty valid in the United States providing minimum coverage of ninety (90) days parts and labor. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must also be solely intended for normal household use; including home office settings, and not intended for Commercial Use ; unless “Commercial Coverage” has been purchased as evidenced on Your sales receipt. Accessories, external peripheral devices and/or add-on options that attach to Your Product are not covered under this Service Contract ; unless such are purchased separately and this Service Contract is specifically purchased for such to be the “Product” covered under this Service Contract, as evidenced on Your sales receipt.

## SERVICE CONTRACT TERM

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**EFFECTIVE DATE OF COVERAGE:** Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your sales receipt. Coverage for a Failure resulting from mechanical or electrical breakdown, as referenced within the definition of “Failure” above, begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term.

## WHAT IS COVERED – GENERAL

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In accordance with the SERVICE CONTRACT TERM described above, We agree to provide the services outlined in the applicable BASE PLAN COVERAGE section for Your Product if it experiences a Failure. IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER’S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. 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. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference.

## BASE PLAN COVERAGE

- **Replacement Plan:** If You purchased the Replacement Plan (“Your Plan”), in the event of a covered claim Your Plan provides replacement of Your originally covered Product, or at Our sole discretion, reimbursement for the cost of replacement (up to the Original Purchase Price). Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand (if unavailable), and will include a manufacturer’s warranty. Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: the Replacement Plan is limited to one replacement for Products with an Original Purchase Price of less than \$300, and does not cover any servicing trip or labor charges. Any and all parts or units replaced under this Service Contract become Our property in their entirety.
- **Repair Plan:** If You purchased the Repair Plan (“Your Plan”), in the event of a covered claim Your Plan provides labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand, and will include a manufacturer’s warranty. Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: If Your Product is replaced, then this Service Contract is considered fulfilled and coverage ends. 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. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

## ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

- **NO LEMON GUARANTEE:** Within any twelve (12) month period of Your Term, if the same Product has three (3) service repair claims paid by Us for the same problem; which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and a fourth (4th) repair is required for the same fault, We will replace that Product one of like kind and quality, but not necessarily same brand (if unavailable), or issue a voucher for the Original Purchase Price of the Product, at Our sole discretion. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER’S WARRANTY PERIOD ARE NOT CONSIDERED “QUALIFYING SERVICE REPAIRS” UNDER THIS NO LEMON GUARANTEE.

## OPTIONAL COVERAGES *(for additional purchase; not available with all Products)*

- **Commercial Coverage:** provides the coverage outlined in Your Plan for Product(s) that are intended for Commercial Use (as defined). IMPORTANT – If the product meets the definition of Commercial Use, purchase of Commercial Coverage is required in order for such product to be eligible for the coverage outlined in this Service Contract. THIS SERVICE CONTRACT DOES NOT PROVIDE COVERAGE FOR ANY COMMERCIAL USE PRODUCT UNLESS THIS “COMMERCIAL COVERAGE” HAS BEEN PURCHASED AND IS EVIDENCED ON YOUR SALES RECEIPT.
- **Accidental Damage from Handling Coverage (“ADH Coverage”):** if purchased and evidenced on Your sales receipt, ADH Coverage provides additional protection for Your Product against sudden and unforeseen accidental damage; provided such damage was during the course of regular use of the Product by You, and subject to the exclusions listed in the WHAT IS NOT COVERED section except for the following: repairs or damage resulting from dropping the Product, liquid, or in connection with screen breakage are covered under this ADH Coverage benefit. IMPORTANT – If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, You should utilize them to help protect the Product against damage. If You suspect damage or breakdown of Your Product, You should immediately take reasonable precautions to protect the Product against further damage and contact the Administrator. *This ADH Coverage benefit is limited to that which is necessary as a result of sudden and unforeseen accidental damage only.*

## DEDUCTIBLE

There is no Deductible required to obtain service on Your Product.

## PLACE OF SERVICE

Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product’s original manufacturer’s warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product:

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; 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 the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a servicing technician authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, You are responsible for shipping and insurance of the Product to a Depot Center designated by the Administrator, and We will pay for return shipping back to Your location.

- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from the service center designated by the Administrator. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

*For a Product that included Carry-In or Depot Service, but has been built-in and rendered as a permanent fixture inside or outside of Your location prohibiting You from transporting or shipping the Product, You are responsible for an additional In-Home/On-Site Service call charge payable to Our authorized technician upon time of service.*

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

#### **LIMIT OF LIABILITY**

In accordance with Your Term, the total amount that We will pay for services in connection with all claims pursuant to this Service Contract will not exceed the Original Purchase Price of Your Product. 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 the Product for any reason, Our obligation under this Service Contract for the Product will be considered fulfilled and coverage ends.

**NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.**

#### **IF YOUR PRODUCT NEEDS SERVICE**

If You need to file a claim under this Service Contract, You must contact the Administrator to obtain a repair authorization number prior to having any repairs made to Your Product. For fast service, log onto [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) or call the Administrator with Your proof of Product purchase (sales receipt) readily available. Do not return Your Product to Your Retailer unless so instructed by the Administrator, and if instructed to do so, a copy of Your sales receipt and a brief written description of the problem must accompany Your Product. NOTE: We are not liable for freight charges or damage due to improper packaging by You or Your representative. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, You will also receive further instructions on how to obtain service for Your Product. In the event Your Service Contract expires during the time of an approved claim, this Service Contract is extended until the claim has been fulfilled.

#### **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM: (a) Pre-Existing Conditions, as defined, known to You; (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals or any items considered to be expendable or consumer replaceable; (d) Products that are used in heavy commercial or industrial applications/operations, or intended for Commercial Use, as defined, unless "Commercial Coverage" is evidenced on Your sales receipt; (e) Riot, nuclear radiation, war/hostile action, radioactive contamination, etc.; (f) Neglect, negligence, misuse, Abuse, vandalism, theft, or malicious mischief or disappearance; (g) Rust, corrosion, warping, bending; (h) animals, animal inhabitation or insect infestation; (i) Causes beyond Your control; such as battery failure/leakage, inadequate plumbing, environmental conditions, exposure to weather conditions or external perils of nature (including but not limited to: fire, flood, smoke, sand, dirt, lightning, humidity, storms, wind, hail and earthquake); (j) Operation of the Product outside of the manufacturer's operational or environmental specifications; (k) Collision, collapse or explosion of/with another object; (l) Dropping the Product, liquid, or screen breakage; unless "ADH Coverage" is evidenced on Your sales receipt; (m) Damage to a covered part caused by a non-covered part; (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would cause coverage under the manufacturer's warranty to become voidable or that is contrary to the design and function for which the Product was originally intended; (o) Operational errors; (p) Loss of electricity, "power brown-out" or improper use of electricity; (q) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (r) Products subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs; (s) Merchandise sold without a manufacturer's warranty or "AS IS" (unless otherwise specified herein); (t) Merchandise that has removed or altered serial numbers; (u) Consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us; (v) Non-Failure problems, including but not limited to: Cosmetic Damage, imperfections, noises, squeaks, etc.; (w) Normal periodic or preventive maintenance, user education or set up adjustments; (x) Any service of the Product that is covered by a warranty, other service contract, or insurance; (y) Structural items or frames (unless otherwise specified herein); (z) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product; (aa) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating/non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, water filters, bags, baskets, batteries, bolts, cables, connectors, cords, knob, fuses, glass, handles, hinges, external hoses, latches, liners, lines, lint screens, masks, moldings, plastic body or door seal; (ab) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements; (ac) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or (ad) Any

service performed outside of the United States of America, its territories, or Canada. (ae) We shall not be responsible for any loss arising out of the authorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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#### OUR RIGHT TO RECOVER PAYMENT

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

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#### CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less any claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

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#### GUARANTY

This is not an insurance policy; it is a Service Contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under the Service Contract are backed by our full faith and credit.

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#### RENEWABILITY

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.*

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#### TRANSFERABILITY

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.*

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#### IMPORTANT PRODUCT INFORMATION

If Your Product is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-800-548-1926, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Please note that in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

## ENTIRE CONTRACT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire Contract 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 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: IF YOUR PRODUCT NEEDS SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-548-1926 or by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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. If any refund due to You is not paid within 45 days after the return of the Service Contract to Us we will pay 10% interest on the refund for every 30 days that the refund is not issued to You.

**Arizona: LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED (GENERAL EXCLUSIONS)" section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION** 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.

**Arkansas: IF YOUR PRODUCT NEEDS SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-548-1926 or by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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 Guardsman US LLC (License No. S-29831) is the 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, P.O. Box 1189 Bedford, TX 76095, (800) 548-1926 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. **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, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

**Georgia: CANCELLATION** 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 (GENERAL EXCLUSIONS)** – 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. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

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

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Kansas:** **ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN** – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of Kansas.

**Maine:** **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**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.

**Missouri:** **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**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 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 nonpayment by You, fraud or material misrepresentation by You the holder in obtaining the service contract, or in presenting a claim 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. The original purchaser of this Service Contract may cancel this Service Contract within 30 days after purchase by returning the Service Contract to Us. Upon receipt of the returned Service Contract, We will refund to the purchaser the purchase price of the Service Contract, less any claims paid by Us, within 45 days. If We fail to refund the purchase price within that time, We shall pay the original purchaser a penalty of 10 percent of the purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)** – 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 1-800-548-1926 or online at [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com).

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

Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234. Transferability is amended as follows: If you wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

**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 Jersey:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

**New Mexico:** **GUARANTY** is amended to include: This Service Contract is insured by Technology 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 Technology Insurance Company at 866-505-4048, [regulatorycompliance@amtrustgroup.com](mailto: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.

**Ohio:** GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**Oklahoma:** The Service Warranty Association is Guardsman CPS LLC, 909-3<sup>rd</sup> Avenue, 33<sup>rd</sup> Floor, New York, NY 10022, (800) 342-5439, Oklahoma Identification #520822354. 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 (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095, (888) 325-2336 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **IF YOUR PRODUCT NEEDS SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-548-1926 or by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) 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 **"LIMIT OF LIABILITY"** and **"WHAT IS NOT COVERED (GENERAL EXCLUSIONS)"** sections of this Contract, the word "data" refers to non-proprietary information.

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

**Texas:** The Administrator is 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 Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. **GUARANTY** is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

**Utah:** The Provider/Obligor is Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095 1-800-548-1926. 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 to include: If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.** **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 (GENERAL EXCLUSIONS)** – What is excluded from coverage is limited to that which is expressly stated under the **"WHAT IS NOT COVERED (GENERAL EXCLUSIONS)"** section of this Service Contract which occurred while owned by You. **GUARANTY is deleted and replaced as follows:** Our obligations under this Contract are guaranteed by

a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. You may file a claim directly with the Insurance Company for any payment or performance due. Please call 1-866-505-4048 for instructions.

**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 Contract are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

**Wyoming:** You may return this Service Agreement within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract is void and the full purchase price will be refunded to you. 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 Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, 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.

**Log onto the Administrator's website at [www.MyProtectionPlan360.com](http://www.MyProtectionPlan360.com) or  
Call 1-800-548-1926 to obtain a copy of these terms & conditions.**