

SMARTGUARD PROTECTION PLAN

Service Contract TERMS & CONDITIONS

Administered by Warrantech Consumer Product Services, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll-Free: 1-877-308-8071

Thank you for purchasing the SmartGuard Protection Plan!

The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be Your guide in knowing what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, contact the Administrator at any time.

FOR FAST CLAIM SERVICE
VISIT www.MySmartGuard.com

Be sure to keep this Contract document and Your Contract Purchase Receipt together, as they will come in handy when You have a Claim!

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

1. **“We”, “Us”, “Our”, “Provider”, “Obligor”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (In Florida: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
2. **“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
3. **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
4. **“You”, “Your”:** the purchaser of this Service Contract (or person to whom this Contract was properly transferred) who is to receive the coverage described hereunder.
5. **“Claim”:** a demand for payment in accordance with this Contract sent by You.
6. **“Commercial Use”:** merchandise that is intended for use is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional. COMMERCIAL USE IS NOT COVERED UNLESS THE “COMMERCIAL PLAN” HAS BEEN PURCHASED.
7. **“Contract Purchase Receipt”:** the receipt document provided to You as proof of Your Contract purchase that confirms the Term, Plan purchased and purchase date of Your Contract.
8. **“Covered Product(s)”, “Product(s)”:** the item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Contract.
9. **“Product Purchase Price”:** the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
10. **“Deductible”:** the amount You are required to pay, per Claim, for services covered under this Service Contract (if any) that is shown on Your Contract Purchase Receipt.
11. **“DOP Plan”:** a date of purchase plan; which provides additional benefits during the period of time that the Product is covered under its manufacturer’s warranty that are not provided under a manufacturer’s warranty. Coverage for additional benefits under a DOP Plan begins on the Contract purchase date, and coverage for a “Failure” (as defined) begins upon expiration of the shortest portion of the Product manufacturer’s warranty period. Additional benefits included with a DOP Plan are Power Surge, Food Loss, and if purchased, ADH upon date of Contract purchase.
12. **“ADH Plan”:** a DOP Plan election that provides coverage for sudden and unforeseen accidental damage from handling (“ADH”); such as damage resulting from dropping the covered Product, or in association with screen breakage or liquid spills. ADH IS NOT COVERED UNLESS YOUR CONTRACT PURCHASE RECEIPT SHOWS “ADH PLAN”, AND NOT ALL DAMAGES ARE COVERED FOR ALL PRODUCT TYPES.
13. **“EXT Plan”:** an extension plan; which extends period of time that the Product is covered and provides similar coverage as was provided under the Product’s manufacturer’s warranty. Coverage under an EXT Plan begins upon expiration of the shortest portion of the Product manufacturer’s warranty period.
14. **“Failure”:** (a) for a Covered Product that is NOT furniture or luggage – the mechanical or electrical breakdown of Your Covered Product occurring during its normal use that results in it longer being able to perform its intended function properly as originally designed and intended, resulting from defects in materials or workmanship; (b) for a Covered Product that is FURNITURE – the breakdown of Your furniture Product that results in it no longer being able to function as originally designed and intended (including any flaws or deficiencies of the furniture Product that affect the utility for which it was designed for), which is caused by defects in the manufacturer’s materials or workmanship and occurs during normal use of the furniture Product; (c) for a Covered Product that is LUGGAGE – the breakdown of the following specific components ONLY: handle /handle mechanism, zippers, wheels/rollers, and frame; which results in the luggage Product being unable to function as originally designed and intended, and is caused by defects in the manufacturer’s materials or workmanship and occurs during normal use of the luggage Product.
15. **“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.
16. **“Term”:** the period of time in which the provisions of this Service Contract are valid.

SmartGuard Product Eligibility

To be eligible for coverage under this Contract, the item needs to (a) be purchased as new or factory refurbished, (b) be manufactured for use in the United States, (c) come with an original manufacturer’s labor and/or parts warranty at time of Product purchase, and (d) not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.

(If Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call the Administrator as soon as possible with the make, model, and serial number of the newly exchanged product toll free 1-877-308-8071. Your original Contract Term does not extend in these cases.)

Contract Term & Claim Eligibility Date

The period of time in which the benefits described in this Contract are valid (the “Contract Term”) and the date in which Claims will be considered for coverage under Your Plan (“Claim Eligibility Date”) are **two different concepts**.

Your **Contract Term** begins on Your Contract purchase date (or Product delivery date, if later) and expires after the number of calendar days in Your Term have passed.

Your **Claim Eligibility Dates** during Your Contract Term vary depending upon the nature of Your Claim; specifically, whether or not Your Claim is for (a) the Failure of a Product that is still covered under its manufacturer's warranty; (b) the Failure of a Product that is no longer covered under its manufacturer's warranty because it has expired; or (c) a non-Failure occurrence, such as a defined Power Surge or ADH event, or in association with Food Loss.

- a) If Your Claim is for the Failure of Your Product, but Your Product is still covered under its manufacturer's warranty, it is NOT eligible for consideration under this Contract and is the manufacturer's responsibility. *The Administrator will let You know if this is the case when You submit Your Claim.*
- b) If Your Claim is for the Failure of Your Product, and Your Product is no longer covered under its manufacturer's warranty because it has expired, it IS eligible for consideration under this Contract. *This is an EXT Plan scenario.*
- c) If Your Claim is for damages to the Product resulting from a defined Power Surge or ADH event, or in association with Food Loss (for refrigerator/freezer Products only), and it occurs at any time during Your Contract Term – even if it's day one – it IS eligible for consideration under this Contract. *This is a DOP Plan scenario.*

What SmartGuard Covers

In the event of a covered Claim, this Contract provides for the labor and/or parts necessary to repair Your Covered Product – or based on the Plan You purchased (or as may be otherwise deemed appropriate by Us) – a replacement or reimbursement for a replacement of Your original Covered Product, in lieu of repair.

If You purchased one of the following specific Plans, here are additional details regarding what is covered under Your Plan:

1. **JEWELRY/WATCH PLAN:** If You purchased the Jewelry/Watch Plan, coverage includes prong and mounting repair, rhodium plating, stone resetting (excluding center stone), pearl restringing, crown, case, bezel, dents, chips, cracks, gouges, soldering, and the necessary materials and labor costs to repair the Product to a usable and wearable condition; provided, such repair is necessitated by wear during normal usage of the Product under the conditions for which it was designed. We reserve the right to re-facet, re-polish, or re-cut any gemstone submitted for service under this Contract, and may elect to do so as long as the gemstone weight loss of such action would not differ by more than ten percent (10%) of the original weight.
2. **FURNITURE PLAN:** If You purchased the Furniture Plan, coverage includes repairs due to: breakage of mechanisms; rips tears or punctures; burn/singe marks caused by brief contact with flame or heat; certain stains; scratches, dents, chips or gouges that penetrate the finish exposing the under layer; checking, cracking, bubbling and peeling of the finish or lifting of veneers (from a specific incident); warping; mirror chipping, breakage and loss of silvering. FURNITURE COVERAGE IS NOT AVAILABLE IN WYOMING.
3. **SUNGLASSES PLAN:** If You purchased the Sunglass Plan, coverage includes replacement if the sunglass Product breaks as a result of a manufacturer defect or faulty workmanship, or if it sustains damage resulting from an accidental drop NOTE: PRESCRIPTION SUNGLASSES ARE NOT COVERED.
4. **AUTO PART PLAN:** If You purchased the Auto Part Plan, coverage includes replacement of the covered automotive part only. NOTE: Any Claim that is determined by Us or Our authorized servicer to be a result of not performing the manufacturer's specified care, maintenance and/or inspection services will not be covered under this Contract. LABOR COSTS ARE NOT COVERED.
5. **LUGGAGE PLAN:** If You purchased the Luggage Plan, coverage includes the repair or replacement (at Our discretion) of the following specific components only: handle/handle mechanism, zippers, wheels/rollers, and frame. In the event We determine that a faulty component from this list cannot be repaired or replaced, We may determine to provide You with reimbursement instead. In such case, the amount of reimbursement will in no event exceed the following amounts based on applicable subject component – handle/handle mechanism: \$60, zippers: \$50, wheels/rollers: \$60, frame \$75. FULL REPLACEMENT OF A LUGGAGE PRODUCT IS NOT COVERED.

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

About Replacements: 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 is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. 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 Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property.

About Reimbursements: A reimbursement may come in the form of a check, Retailer credit or gift card, and the value of such will in no event exceed Your original Product Purchase Price.

No Duplication of Coverage During Manufacturer Warranty Period. The benefits 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 DESCRIBED IN THIS CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS; PLEASE REVIEW THESE SECTIONS CAREFULLY.

Additional SmartGuard Benefits

No separate election/purchase is required.

In addition to coverage for a defined Failure, this Contract also provides for the following:

1. **Power Surge.** Coverage for sustained damage to the Covered Product as a result of a defined Power Surge event (*limited to damage sustained to the Covered Product only*).
2. **Food Loss (for refrigerator and/or freezer Covered Products ONLY).** Coverage for food loss that directly results from a covered Claim. Benefit is provided in the form of reimbursement (see "About Reimbursements"), at a rate of \$5.00 per cubic foot and up to a maximum of \$250 per consecutive twelve-month period. (*It will help expedite the process if You provide a copy of Your purchase receipt(s) and/or a list of the spoiled items to the Administrator when You file Your Claim for food loss.*)
3. **"No Lemon" Guarantee.** Coverage for 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 brand or color, or provide You with reimbursement for a replacement. This benefit is NOT subject to deduction of any previously paid Claims; it supersedes such. However, if You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled in their entirety and Your coverage will end. NOTE: *luggage Covered Products are NOT eligible for the NO LEMON GUARANTEE benefit.*

Special SmartGuard Protection Plans

For specific election and purchase, and must be confirmed on Your Contract Purchase Receipt.

1. **COMMERCIAL PLAN:** By purchasing a Commercial Plan, Your Contract covers a Product that is intended for Commercial Use (as defined). *(NOTE: Products used in a commercial or business capacity are not covered unless this optional coverage upgrade has been elected and is confirmed on Your Contract Purchase Receipt.)*
2. **ADH PLAN – ACCIDENTAL DAMAGE FROM HANDLING (NOT AVAILABLE WITH ALL PRODUCT TYPES):** By purchasing an ADH Plan, in addition to coverage for a defined Failure, from day one Your Contract also provides coverage for labor and/or parts required to repair Your Product if it experiences sudden and unforeseen accidental damage from handling (ADH) during normal use.

The type of ADH damage that is covered for Your Product varies by Product type, as described below:

- A) **For a Covered Product that is NOT a TV, sporting good, medical equipment, jewelry, watch or power tool:** the type of ADH damage that is covered is that which results from dropping Your Product, spilling liquid on it, or in association with screen breakage.
- B) **For a Covered Product that IS a TV:** the type of ADH damage that is covered is that which results in a cracked screen, defective/dead pixels, lines on the screen, screen discoloration or dimming of the screen.

ADH IS NOT COVERED FOR ANY PRODUCT THAT IS CLASSIFIED AS SPORTING GOODS, MEDICAL EQUIPMENT, JEWELRY, WATCHES, OR POWER TOOLS.

Deductible

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

Claims Process

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

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

You can do this online by visiting www.MySmartGuard.com and click “File a Claim”, or by calling toll-free 1-877-308-8071. Contact can be made 24/7. *Have Your Contract Purchase Receipt readily available when You contact the Administrator to help expedite Your Claims process.*

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

FOR FURNITURE PRODUCTS ONLY – ADDITIONAL CLAIM & SERVICING PROCESS INFORMATION: After eligibility is confirmed, service to Your furniture Product may be fulfilled in the form of repair advice, a kit shipped to You to aid in stain removal, or professional damage repair services. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product. In the event the Administrator dispatches a technician to service Your furniture Product at Your location, if they determine that any servicing/repair must be made off-site, such will be performed at no cost to You. We reserve the right to replace the damaged furniture Product or any part/area thereof, in lieu of repair. ***COVERAGE FOR FURNITURE IS NOT AVAILABLE IN WYOMING.***

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

Place of Service

(How Covered Services will be Provided)

The following is determined at the Administrator’s sole discretion; as deemed appropriate for the particular problem Your Equipment is experiencing, and based on the explanation You have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

1. **In-Home.** Servicing will be performed at Your residence, as long as You ensure there is accessibility to the impaired Covered Product, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and located on Your property.
2. **Depot.** Servicing will be performed at Our authorized depot facility. You make sure the impaired Covered Item gets there, and We will pay to ship the repaired Covered Item back to You!
3. **Local Repair Facility/Carry-In.** Servicing will be performed at one of Our authorized repair locations near Your residence. You will need to plan on transporting Your impaired Covered Product to and from Our authorized repair location; however, in the event it is determined that Your Product needs to be shipped elsewhere for further servicing, We will pay for the shipping costs associated with that.

Limit of Liability

The total amount that We are obligated under the provisions of Service Contract to pay for services in connection with all Claims is the amount equal to the original Product Purchase Price – or one (1) replacement of/reimbursement for replacement of Your original Covered Product – *whichever occurs first*. Once this limit has been reached Our obligations under this Service Contract will be considered fulfilled entirely and Your coverage ends (regardless of whether You have any remaining time under Your Contract Term). **ADDITIONALLY:**

- **If You have multiple Covered Products under this Contract,** the limit stated above applies to *each single* Covered Product. Coverage for any additional Covered Products that have not yet reached this limit will remain eligible for coverage for the remainder of Your Contract Term.
- **For FURNITURE Covered Products Only:** We will not replace or otherwise service matching pieces of Furniture that are not damaged or covered under this Contract. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. **THIS CONTRACT DOES NOT TRANSFER TO REPLACEMENT FURNITURE.**
- **For LUGGAGE Covered Products Only:** In no event will We provide for a full replacement of the entire luggage Product. Coverage is limited to the specific dollar amounts for the specific components that are described under the “LUGGAGE PLAN”.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusions (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:

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| <p>A) Any Claim for ADH (UNLESS You purchased an “ADH PLAN”, as confirmed on Your Contract Purchase Receipt).</p> <p>B) A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased).</p> <p>C) 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 (UNLESS You purchased a “Commercial Plan”, as confirmed on Your Contract Purchase Receipt).</p> <p>D) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.</p> <p>E) 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).</p> <p>F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.</p> <p>G) Servicing, labor, delivery or installation costs.</p> <p>H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product.</p> <p>I) 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.</p> <p>J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.</p> <p>K) 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.</p> <p>L) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product.</p> <p>M) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.</p> <p>N) Operation outside the manufacturer operational or environmental specifications.</p> <p>O) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.</p> <p>P) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;</p> <p>Q) 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.</p> <p>R) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.</p> <p>S) Periodic or preventative maintenance.</p> <p>T) 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.</p> <p>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.</p> <p>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.</p> | <p>W) IN ADDITION TO THE ABOVE (AS APPLICABLE TO LUGGAGE), THE FOLLOWING SPECIFICALLY APPLIES TO COVERED LUGGAGE PRODUCTS:</p> <ol style="list-style-type: none"> (1) Any damage, breakage, or Failure of any component or part of the Product EXCEPT for that which is specifically listed under the “LUGGAGE PLAN”. (2) Full replacement of the luggage Product. <p>X) IN ADDITION TO THE ABOVE (AS APPLICABLE TO JEWELRY), THE FOLLOWING SPECIFICALLY APPLY TO COVERED JEWELRY PRODUCTS:</p> <ol style="list-style-type: none"> (1) Inherent product defects or flaws in gemstones. (2) Loss of diamonds, gemstones, or other materials if not directly related to a functional failure of the covered jewelry Product. (3) Repair of center stones greater than 0.10 carat. (4) Replacement of any sized center stones or side/enhancement stones greater than 0.10 carat. <p>Y) IN ADDITION TO THE ABOVE (AS APPLICABLE TO WATCHES), THE FOLLOWING SPECIFICALLY APPLY TO COVERED WATCH PRODUCTS:</p> <ol style="list-style-type: none"> (1) Inherent product defects or flaws. (2) Loss of diamonds, gemstones or other materials from bezel greater than 0.10 carat. (3) Repair or replacement of scratched crystals. (4) Any watch with an MSRP of \$3,000 or greater. <p>Z) THE FOLLOWING SPECIFICALLY APPLY TO COVERED FURNITURE PRODUCTS ONLY:</p> <ol style="list-style-type: none"> (1) Any merchandise that is sold “as is”, “pre-owned”, showroom-displayed, rental, non-residential, in-home daycare businesses, institutional or commercial use, rattan, bamboo or wicker used outdoors, nubuck, suede, carpets, silk, “X” coded and/or non-color fast fabrics or any merchandise sold without a manufacturer’s warranty. (2) Anything not specifically listed in the “WHAT DOES SMARTGUARD COVER...FURNITURE PLAN ONLY” section of this Contract. (3) Stains or Damage caused by transit, delivery, redelivery, movement between residences or storage, furniture used outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements of nature. (4) Stains or Damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the covered furniture Product) or lack of compliance with the provisions of the manufacturer’s warranty. (5) Stains or Damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage. (6) Bodily fluid stains caused by incontinence. (7) Odors. (8) Fading of the upholstery, color loss, and/or discoloration, or fabrics that become worn or soiled from everyday use. (9) Pet damage and/or claw marks other than pet bodily fluids, such as damage from teeth, beaks, etc. (10) Normal wear and tear such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas. (11) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber. (12) Failure or loosening of threads or splitting of seams. (13) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish. (14) Cracking or peeling of any kind of leather. (15) Leather surface scratches that do not penetrate through the upholstery. (16) Leather flaws and manufacturer’s defects that cause rips, cuts, punctures, or color loss. (17) Dye transfer, dye lot or texture variation. (18) Structural damage of any type. <p>AA) Any service or replacement outside of the United States of America, its territories, or Canada.</p> <p>BB) 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 prior to the purchase of this Contract or any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.</p> |
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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.

Cancellation

You may cancel this Contract at any time by informing the Administrator of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (*except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited*). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (*except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited*).
- We may only cancel this Contract for the following reasons:
 - (A) Non-payment of the Contract purchase price/fee by You;
 - (B) Material misrepresentation by You; or
 - (C) 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee shall apply.

Guaranty

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and 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.

Renewability

Coverage under this Service Contract is ineligible for renewal upon Term expiration.

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.*

Entire Agreement

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

Special State Requirements

Regulation of service contracts varies based on jurisdiction of residence and purchase. Any provision within this Contract which conflicts with the laws of the jurisdiction where You live will automatically be considered to be modified in conformity with those applicable laws and regulations. The following specific requirements apply based on the jurisdiction in which You purchased Your Contract, or if applicable, the jurisdiction in which You reside, and supersede any other provision within Your Contract terms and conditions to the contrary.

Alabama: AMT Warranty Corp. is the Provider under this Service Contract. 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. CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product.

Arizona: EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service 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.

Arkansas: CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) 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 thirty (30) days for a home appliance or a home electronic, or within sixty (60) days for all other Products, 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 thirty (30) days for a home appliance or a home electronic, or after sixty (60) days for all other Products

from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid. **WHAT IS NOT COVERED** – Food loss is not covered under this Service Contract.

Colorado: SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 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 sold, lost, stolen or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

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 ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service 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: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. **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 "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.

Hawaii: SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Illinois: 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: **APPLIANCE COVERAGE** – 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: This agreement is not an insurance contract.

Nevada: **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. **CANCELLATION** is amended to add the following: We may only cancel this Contract for reasons that both occur after the effective date of the service contract and substantially and materially increase the service required under the service contract.

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: **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 AMT Warranty Corp., Oklahoma Identification #862268. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **WHAT IS NOT COVERED** – The term "etc" is stricken from this contract. **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 ninety 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, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

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 Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. 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: Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. 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 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 ten (10) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Washington: 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. GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. SERVICE CONTRACT HOLDER’S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the covered Product.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

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 in the preceding paragraph 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. DEFINITIONS – All references to “Service Plan/Agreement” are hereby deleted and replaced with “Service Contract”. SERVICE CONTRACT HOLDER’S RESPONSIBILITY: It is the responsibility of the Service Contract Holder to follow the manufacturer’s specifications for the use and care/maintenance of the covered Product.

Wyoming: FURNITURE – Furniture coverage is not available in Wyoming.