
SERVICE CONTRACT

TERMS & CONDITIONS

Administered by Warrantech Consumer Product Services, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-888-257-9183

Thank you for purchasing the *Encompass Parts Replacement Plan!*

We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this important terms and conditions document (the **“Service Contract”**, the **“Replacement Plan”**), Your Contract Purchase Receipt and Your Part Purchase Receipt (if provided separately) together, as You will need them in the event of a Claim. The information contained in this Contract document will serve as a valuable reference guide and will help You determine what is covered by Your Replacement Plan. Please contact the Administrator if You need assistance.

DEFINITIONS

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

- **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party or parties obligated to provide service under this service contract as the service contract provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095. (In Florida: 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 terms and conditions of this Service Contract, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”**: the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”**: the purchaser of this Service Contract who is to receive the coverage provided hereunder.
- **“Product”**: the electronic, appliance, or tool of which the Covered Part is installed.
- **“Covered Part”, “Part”**: the eligible item purchased from the Retailer that is covered under this Service Contract, as confirmed on Your Contract Purchase Receipt.
- **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Service Contract purchase that confirms the Covered Part, Term, Deductible and Contract purchase date.
- **“Part Purchase Receipt”**: the receipt document (paper or email) provided as proof of Your Part purchase that indicates the date in which the Part was purchased along with the Part Purchase Price.
- **“Part Purchase Price”**: the amount paid by You for each Covered Part, including any applicable taxes (excluding any fees, such as initial purchase shipping fees), as confirmed on Your Contract Purchase Receipt (or Part Purchase Receipt if provided separately from Contract Purchase Receipt).
- **“Claim”**: a demand for payment in accordance with this Service Contract sent by You to the Administrator or Us.
- **“Failure”**: the mechanical or electrical breakdown of Your Covered Part 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, and not due to normal wear and tear; provided You have ensured all routine maintenance services recommended by the manufacturer have been performed.
- **“Power Surge”**: damages to the Covered Part resulting from an oversupply of voltage to Your Product while the Product was 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 Part to a power source.
- **“Term”**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item(s) must:

1. Be purchased as new from an authorized Retailer;
2. Be an item solely intended for use with a Product used for personal and/or residential use and not for a Product that is used in a commercial, business, enterprise, rental, educational institution, competitive, or heavy industrial capacity;
3. Not be designed or intended for use with any type of motor vehicle that is authorized for use on any road or street under the jurisdiction of and maintained by a public authority and open to public travel;
4. Come with an original manufacturer’s warranty that provides at least ninety (90) days parts and/or labor coverage; and
5. Not be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

- **Coverage for damages to Your Part resulting from Power Surge** begins on Your Contract purchase date (or Part delivery/pick up date, if different) and continues for the Term shown on Your Contract Purchase Receipt.
- **Coverage for a defined Failure** of Your Covered Part begins upon expiration of the manufacturer’s original parts warranty and continues for the Term shown on Your Contract Purchase Receipt.

IMPORTANT – YOUR RESPONSIBILITIES

- **PART PROTECTION**: If Your Covered Part or Your Product becomes damaged or Failure is suspected, it is Your responsibility to promptly take reasonable precautions to protect against further damage (*refer to the “HOW TO FILE A CLAIM” provision for details on how to obtain service*). Additionally, You are responsible for ensuring the Covered Part and Product are properly stored in accordance with the manufacturer’s warranty / owner’s manual at all times.
- **MAINTENANCE AND INSPECTIONS**: You are responsible for ensuring that all of the care, inspection, and maintenance services are performed to Your Product and Covered Part, as applicable and in accordance with the manufacturer’s warranty/owner’s manual.

ANY CLAIM FOR DAMAGE OR FAILURE THAT IS DETERMINED BY US TO BE A DIRECT RESULT OF THE LACK OF PERFORMING THE ABOVE PART PROTECTION, MAINTENANCE OR INSPECTION MEASURES WILL NOT BE COVERED UNDER THIS SERVICE CONTRACT.

WHAT IS COVERED

In accordance with the "CONTRACT TERM..." provision described above, in the event of a covered Failure, this Contract provides for the replacement of Your original Covered Part, or at Our sole discretion, reimbursement for a replacement (see "HOW SERVICE WILL BE PROVIDED" for full details regarding replacement versus reimbursement). NOTICE: Any original Covered Part replaced under the provisions of this Contract will automatically become Our property and will not be returned to You.

IMPORTANT DISCLOSURES REGARDING WHAT IS COVERED IN GENERAL: Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

DEDUCTIBLE

No deductible payment is required.

HOW TO FILE A CLAIM

NOTE: The submission of a Claim does not automatically mean that the damage to or breakdown of Your Part is covered under Your Replacement Plan. In order for a Claim to be considered, You must first contact the Administrator for Claim approval.

COMPLETE THE FOLLOWING STEPS TO HAVE A CLAIM CONSIDERED UNDER YOUR REPLACEMENT PLAN:

1. Call toll-free 1-888-257-9183 with Your Contract Purchase Receipt and Part Purchase Receipt readily available. Calls can be placed 24/7
 2. Explain the problem Your Part is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
 3. After confirmation of Claim eligibility under this Contract, the Administrator will procure a replacement part for Your original Covered Part.
 - This Contract pays for the shipping costs associated with the shipment of such replacement part to You.
 - At Our sole discretion, the Administrator may decide to issue a gift card or voucher to You instead of providing You with a replacement part (amount shall not exceed the original Covered Part Purchase Price).
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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. NOTE: NO NEW CLAIMS are eligible after expiration of Your Contract Term

HOW COVERED SERVICE WILL BE PROVIDED

1. REPLACEMENT: IF THE ADMINISTRATOR DETERMINES that a replacement for Your original impaired Covered Part is best, the cost of shipping such replacement to You is also covered under this Contract.
 - NOTE: You may be required to ship Your original impaired Covered Part to a location designated by the Administrator. In such case, the associated shipping costs are also covered under this Contract. NOTE: Any original Covered Part shipped under this circumstance will automatically become Our property; the original Covered Part will not be returned to You.
 2. REIMBURSEMENT: IF THE ADMINISTRATOR DETERMINES that reimbursement for the cost of a replacement is best, You will be provided with reimbursement in the form of a Retailer branded gift card, check, or voucher in the amount equal to Your original Part Purchase Price and in accordance with the LIMIT OF LIABILITY provision.
 - NOTE: You may be required to ship Your original impaired Covered Part to a location designated by the Administrator, as authorized by Us, prior to receiving reimbursement under the provisions of this Contract. In such case, the associated shipping costs are also covered under this Contract. NOTE: Any original Part shipped under this circumstance will automatically become Our property; the original Covered Part will not be returned to You.
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LIMIT OF LIABILITY

The total amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract will not exceed the original Part Purchase Price (as defined in the "DEFINITIONS" section of this Contract). In the event We provide for a replacement or reimbursement for a replacement of the original Covered Part, Our obligations under this Contract 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.

EXCLUSIONS (WHAT IS NOT COVERED)

THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, SERVICES OR LOSSES IN CONNECTION WITH OR RESULTING FROM:

- A) 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 Part before this Contract was purchased*);
- B) Reimbursement for the replacement of a Covered Part if the replacement was purchased on Your own, prior to receiving authorization from the Administrator or Us;
- C) Any kind of servicing costs, or labor or trip charges, or the repair of a Covered Part;
- D) Cosmetic damage (*"cosmetic damage" refers to damages or changes to the physical appearance of the Covered Part that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections (*when such do not impair the overall functionality of the Covered Part*);
- E) Normal wear and tear (*meaning, a gradual reduction in performance that naturally occurs over time*);
- F) Damage to a Covered Part resulting from the breakdown of a non-covered part.
- G) Shipping or delivery charges associated with the initial purchase of the Covered Part;
- H) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- I) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service Contract providing the same benefits as outlined in this Contract;
- J) Any Covered Part that has been confirmed to be used with a Product that is confirmed to be used in a commercial, business, enterprise, rental, educational institution, competitive, or heavy industrial capacity;
- K) Any Covered Part that has been confirmed by Us to have removed or altered serial numbers;
- L) Accidental damage from handling (such as submersion of the Product into a pond, pool or mud);
- M) Use of unapproved battery chargers or use of extension cords with battery chargers;
- N) Use of lubricants that are not specified by the manufacturer or lack of ensuring proper levels of lubricants;
- O) Abuse (*"abuse" refers to the intentional treatment of the Product or Covered Part in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence or misuse of or to the Product or Covered Part;
- P) Theft or mysterious disappearance, loss (unforeseen disappearance), or vandalism;
- Q) Rust, corrosion, warping, bending, animal inhabitation or insect infestation;
- R) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;
- S) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product or Covered Part; including, but not limited to: fuses, batteries, belts, bulbs and connectors;
- T) Improper removal or installation of any parts/components performed by You or Your authorized representative (regardless of whether such parts/components are classified as "consumer replaceable");
- U) Periodic or preventative maintenance, including shop supplies, maintenance items or adjustments to the Product or Covered Part;
- V) Lack of providing manufacturer's recommended maintenance or operation/storage of the Product or Covered Part in conditions outside manufacturer specifications, or use of the Product or Covered Part in a manner that would cause coverage under the manufacturer's warranty to be voided, or use of the Product or Covered Part in a manner that is inconsistent with its design or manufacturer's specifications;
- W) Damage or additional energy consumption arising from or related to parts or accessories that are not from the Covered Part manufacturer or an authorized Retailer; including, but not limited to: GPS systems, cooling and heating systems, communication systems, information systems, or other forms of energy-consuming devices that are wired directly or indirectly to the Product battery.
- X) Adjustment, manipulation, modification, removal or repair of any internal component of the Product or Covered Part performed by You or Your authorized representative;
- Y) Any kind of manufacturer recall or rework order on the Covered Part of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such service;
- Z) Service outside of the United States of America, its territories, or Canada; or
- AA) We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this 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 Your Replacement Plan at any time by informing the Administrator of cancellation request. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS CONTRACT:

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

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Device 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.

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.

RENEWABILITY

This Contract is not renewable.

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.

TRANSFERABILITY

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

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.

IMPORTANT PART INFORMATION

If Your original Covered Part is ever exchanged by the manufacturer, please notify the Administrator as soon as possible with the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-888-257-9183 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Program Name Administration. *NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Contract remains in effect and does not automatically extend.*

ENTIRE AGREEMENT

This Replacement Plan Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt, and Your Part Purchase Receipt (if provided separately) constitute the entire legal agreement between Us and You, and no representation, promise or condition not contained herein shall modify these items, except as may be 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 will 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: 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.

Arizona: EXCLUSIONS - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS" 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. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

Arkansas: HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator toll-free at 1-888-257-9183. Administrator may be contacted 24/7.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator 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 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.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC P.O. Box 1189, Bedford, TX 76095, (866) 650-8478 and You. We must make reasonable efforts to resolve disputes over the terms of this Service Contract with You. In the event that an agreement cannot be reached between Us or the Administrator and You, You may file a formal written complaint with 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, including a description of any attempts made to resolve the dispute and the results of such attempts. The complaint must also state 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 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. EXCLUSIONS – 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:" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. 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 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. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

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 Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, discovery of fraud or material misrepresentation by You, the holder, in obtaining the Service Contract, or in presenting a claim or 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. **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 [888-325-2336] or online at [www.MyProtectionPlan360.com]. **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. **CANCELLATION:** WE MAY ONLY CANCEL THIS CONTRACT FOR: Item 3. IS deleted and replaced with the following: 3. Substantial breach of duties under this contract by You in relation to the Covered Device or its use which substantially and materially increases the service required to the Covered Device.

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 York: Warrantech Consumer Product Services, Inc. P.O. Box 1189, Bedford, TX 76095 is the Obligor for this 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 3rd Avenue, 33rd Floor, New York, NY 10022, (855) 828-4712 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 has been 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. 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.

Oregon: This Service Contract is an agreement between the Obligor/Provider Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator toll-free at 1-888-257-9183. Administrator may be contacted 24/7.

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: 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 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. 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. Full payment will be received for the purchase price of this Service Contract at the time of purchase. 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. CANCELLATION – Is amended as follows: 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. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator toll-free at 1-800-449-9809. Administrator may be contacted 24/7. 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.

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189, Bedford, TX 76095 is the Obligor for this Service Contract. EXCLUSIONS – What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS” section of this Service Contract. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator toll-free at 1-800-449-9809. Administrator may be contacted 24/7. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** 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. 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 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 the provider does not provide, or reimburse or pay for, a service that is covered under this Contract 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 Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) 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 is cancellation for non-payment 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.