

**SERVICE PLAN TERMS & CONDITIONS:**

Warrantech Consumer Product Services, Inc. ("WCPS")  
PO Box 1077  
Bedford, TX 76095  
Telephone: 1-800-228-2731

**CONGRATULATIONS:** Thank You for Your recent purchase of the Mobile Communications Extended Service Plan (the "Service Plan"). We hope You enjoy the added comfort and protection this Service Plan provides. Please keep this Service Plan in a safe place along with the sales receipt/invoice that You received when You purchased this plan, 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 Plan. From the day You purchase this Service Plan the Administrator will assist You in understanding Your Service Plan benefits.

**DEFINITIONS:** Throughout this Service Plan, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Plan as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038 (**Florida residents:** this Service Plan is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6th Floor, New York, New York, 10038). "**You**" and "**Your**" refer to the purchaser of the Covered Device(s) covered by this Service Plan or to the person to whom this Service Plan was properly transferred. "**Covered Device**" or "**Equipment**" means the mobile communications product that includes the International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the mobile communications product, which You purchased with and is covered by this Service Plan. "**Failure**" means the failure of Your Covered Device to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of the Covered Device. "**Deductible**" means the amount you are required to pay (if any), as shown under "Deductible" for covered repairs. "**Cosmetic Damage**" means damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. "**BrandsMart USA ("BrandsMart")**" refers to the retailer from whom You purchased the Covered Device and Service Plan. "**MSRP**" means the Manufacturer's Suggested Retail Price of the mobile communications product as of its date of purchase. This Service Plan is administered by Warrantech Consumer Product Services, Inc., PO Box 1077, Bedford, TX 76095 ("**WCPS**" or "**Administrator**") (**Florida residents:** this Service Plan is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Plan.

**PRODUCT ELIGIBILITY:** This Service Plan covers Covered Devices purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States, providing minimum coverage of ninety (90) days parts and labor. Accessories and/or add-on options purchased separately and not essential to the basic function of the Covered Device are not eligible for coverage.

**SERVICE PLAN FEE AND EQUIPMENT CATEGORY:**

You will be billed in advance a monthly charge in the amount indicated on Your sales receipt in order to initially purchase Your Service Plan, as well as to keep Your coverage effective throughout the term of this Service Plan.

**IMPORTANT CONSUMER INFORMATION:** If, during the term of this Service Plan, You purchase a replacement mobile communications device, or Your covered Device is exchanged by the manufacturer or BrandsMart, You must notify the Administrator as soon as reasonably practicable by calling 1-800-228-2731, faxing 1-800-723-1497, or writing to P.O. Box 1077, Bedford, TX 76095, Attn: Warrantech Mobile Group. Be prepared to provide the Administrator with the date of the purchase or exchange, make, model, and serial number of the replacement device. As the monthly Service Plan fee is determined by the type of mobile communications device and type of coverage purchased by You, Your monthly fee may be adjusted depending on the MSRP of Your new Covered Device

**WHAT IS COVERED:** In the event of a claim, We will furnish labor and/or parts required to repair the Failure of Your Covered Device if due to the following causes during the term of this Service Plan:

1. Accidental damage from handling ("ADH"); such as damage from drops, spills, and liquid damage associated with the handling and use of Your Covered Device;
2. Normal wear and tear;
3. Defective battery; provided such battery is the original rechargeable unit supplied by the manufacturer of Your Covered Device with Your initial purchase. Battery replacement: You are limited to one (1) battery replacement during the term of this Service Plan.

4. Damaged or defective buttons or connectivity ports located on Your Covered Device, if such damage or defect impacts the functionality of Your Covered Device. **Cosmetic Damage is not covered under this Service Plan;**
5. Defective pixels when there are at least three (3) defective pixels throughout the display area on the screen of Your Covered Device;
6. Dust, internal overheating, internal humidity/condensation; or
7. Defects in materials or workmanship.

In lieu of repair, We reserve the right, at Our sole discretion, to replace Your Covered Device with a new or reconditioned Covered Device of equal or comparable value to Your original Covered Device, but not necessarily the same brand; or at Our sole discretion, reimburse You for expenses incurred to purchase a replacement device (which shall not exceed the MSRP of Your original Covered Device). Non-original manufacturer's parts may be used in reconditioned devices. This Service Plan does not cover repair or replacement of the Covered Device for any of the causes, or provide coverage for any losses, set forth in the section entitled "**WHAT IS NOT COVERED**" below.

Technological advances may result in a replacement product with a lower selling price than Your original Covered Device. No refunds will be made based on the replacement product cost difference. You may be required to ship or deliver the defective Covered Device prior to receiving reimbursement or a replacement device. Any and all parts or devices replaced under this Service Plan become Our property in their entirety. In the event You have been provided with a replacement device, but You have failed to return the defective Covered Device to Us within ten (10) calendar days of Your receipt of the replacement device, You will be assessed a non-returned device fee equal to the MSRP of the replacement device. This fee will not be assessed if the defective Covered Device is returned to Us as requested.

**ADDITIONAL BENEFITS TO YOUR SERVICE PLAN:**

1. **POWER SURGE PROTECTION:** This Service Plan also covers the Failure of Your Covered Device resulting from a power surge caused by power outage while Your Covered Device is properly connected to an electrical outlet. **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.**
2. **FREE SHIPPING:** This Service Plan covers all shipping charges to repair or service facilities during the term of the coverage.
3. **WORLDWIDE SERVICE:** The coverage provided in this Service Plan also applies when You travel overseas. If Your Covered Device has a Failure, You may file a claim online at [warranty.amtrustgroup.com/brandsmart/Login.aspx](http://warranty.amtrustgroup.com/brandsmart/Login.aspx) and obtain a claim authorization number and list of authorized service centers. You will then need to deliver the Covered Device to an authorized service center, and submit to the Administrator a copy of the detailed service repair invoice that identifies Your Covered Device, the claim authorization number, and a thorough description of the Failure and repair made. This documentation should be sent to the Administrator by fax (1-800-723-1497) or email (WCPSEmail.com) in order for reimbursement to be verified and processed. The Administrator will then provide reimbursement to You within five (5) business days of receipt of all necessary paperwork; provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

**DEDUCTIBLE:** Each eligible claim for Your Covered Device is subject to a non-refundable, fifty-dollar (\$50.00) Deductible; which shall be paid at the time repair or replacement of Your Covered Device is approved by the Administrator. This Deductible will apply to each covered claim that has been filed and approved under this Service Plan. No Deductible shall apply to a covered Failure resulting from defects in materials or workmanship or normal wear and tear.

**LIMIT OF LIABILITY:** Coverage under this Service Plan is limited to two (2) valid claims during any consecutive 12-month period; in the event We make payments for repairs or replacements which in the aggregate equal or exceed the MSRP of the Covered Device as of the date of purchase during such 12-month period, We will not cover any additional claims until the subsequent 12-month period has commenced, subject to the limitations described under the TERM OF COVERAGE section.

**IN NO EVENT SHALL THE ADMINISTRATOR, WE, OR RETAILER 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 YOUR DEVICE OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE PLAN, INCLUDING INHERENT PRODUCT FLAWS.**

**TERM OF COVERAGE:** Coverage under this Service Plan begins on the date of Covered Device purchase and continues for the duration of Your ownership of the Covered Device until any one of the following events occur: (1) This Service Plan is cancelled for the reasons set forth under the "CANCELLATIONS" section; (2) You have reached Your maximum limit of liability under this Service Plan; or (3) This Service Plan has expired, as described below.

This Service Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. This agreement shall expire thirty-six (36) months from the purchase date of Your Service Plan, and You will no longer be billed a Service Plan Fee thereafter.

**IF YOUR DEVICE NEEDS REPAIR:** If You need to file a claim under this Service Plan, You must contact the Administrator at 1-800-228-2731 (available 24 hours a day) to obtain a claim authorization number. For on-line service or web chat, log onto [warranty.amtrustgroup.com/brandsmart/Login.aspx](http://warranty.amtrustgroup.com/brandsmart/Login.aspx). For faster service, please be prepared to provide the Administrator with the following information: Your Service Plan Number; Your proof of product purchase (sales receipt); make, model, and serial number of Your Covered Device; and credit or debit card payment for Your Deductible (if applicable). If Your claim is valid, the Administrator will provide you with a claim authorization number and direct You to the nearest authorized BrandsMart retail location, designated service center, or instruct You to ship Your defective Covered Device to the Administrator, at Our cost. If Your Service Plan expires during the time of an approved repair, this Service Plan is extended until the repair has been completed.

**YOUR OBLIGATIONS UNDER THIS SERVICE PLAN:** You must utilize the Covered Device in accordance with the manufacturer's instruction manual. You must also protect against further damage to the Covered Device if there is a Failure.

**WHAT IS NOT COVERED:** THIS SERVICE PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE); (B) ANY CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO SEVERE WEATHER CONDITIONS, RIOT, NUCLEAR RADIATION, WAR, HOSTILE ACTION, RADIOACTIVE CONTAMINATION, OR ANY EXTERNAL PERILS OF NATURE SUCH AS FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WIND, HAIL, EARTHQUAKE OR WATER DAMAGE FROM STORM; (C) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, UNFORESEEN DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION; (D) OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (E) IMPROPER INSTALLATION OF REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (F) FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (G) ADJUSTMENT, MANIPULATION, MODIFICATION, REMOVAL OR UNAUTHORIZED REPAIRS OF ANY INTERNAL COMPONENT OR PART OF YOUR COVERED DEVICE MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN; (H) COMPUTER VIRUSES OR MALWARE; (I) EQUIPMENT SUBJECT TO MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION OR MANUFACTURER ERROR REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (J) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS"; (K) COVERED DEVICES WITH REMOVED OR ALTERED SERIAL NUMBERS; (L) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS DUE TO DELAY IN RENDERING SERVICE UNDER THIS SERVICE PLAN, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED DEVICE IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS IF A REPLACEMENT UNIT IS NOT READILY AVAILABLE; (M) EXPENSES INCURRED IN CONNECTION WITH PERIODIC OR PREVENTATIVE MAINTENANCE; (N) ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE PLAN OR OTHER INSURANCE; (O) REPAIRS FOR COSMETIC DAMAGE OR STRUCTURAL IMPERFECTIONS IF THERE IS NO IMPACT TO THE FUNCTIONALITY OF THE COVERED DEVICE; (P) FAILURE TO ANY PRODUCT ATTACHMENTS OR ACCESSORIES IF NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE WITH THE INITIAL PURCHASE OF THE COVERED DEVICE; OR (Q) SCREEN IMPERFECTIONS, PIXEL BURNOUT OR OTHER IMAGE FAILURE CAUSED BY THE USE OF THE COVERED DEVICE IN A MANNER THAT IS INCONSISTENT WITH THE MANUFACTURER'S SPECIFICATIONS.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED DEVICE, 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 DEFECTIVE DEVICE.

IF YOUR DEVICE EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT A REPAIR ORDER RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING 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 Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**CANCELLATION:** You may cancel this Service Plan by informing the Administrator or any BrandsMart retail location of Your cancellation request within thirty (30) days of the purchase of the Service Plan and You will receive a one-hundred 100% refund of Your initial monthly Service Plan charge. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of Your monthly Service Plan fee.

We may terminate this Service Plan for the following reasons only: (1) You have failed to pay an amount when due; (2) You have committed fraud or made a material misrepresentation in obtaining this Service Plan or in presenting a claim; or (3) You have performed any act or omission or have violated any condition of this Service Plan after the effective date of this Service Plan that substantially and materially increases the service required hereunder. If We cancel this Service Plan for non-payment, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known e-mail address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Plan, You will receive a pro-rata refund of Your monthly Service Plan fee. We will provide You with a written notice at least ninety (90) days before any change to Your monthly Service Plan charge is implemented. If Your monthly Service Plan charge is to change, You will have the option to either (A) pay the new monthly Service Plan charge and Your coverage under this Service Plan will continue; or (B) continue to make payments at Your current monthly Service Plan charge up to the effective date of change, upon which date Your coverage under this Service Plan will be terminated.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Plan. Should We fail to pay any claim or fail to replace the Covered Device covered under this Service Plan within sixty (60) days after the Product has been returned or, in the event You cancel this Service Plan, and We fail to refund the unearned portion of the Service Plan price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-877-882-1322 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

**TRANSFERS:** If You transfer ownership of Your Covered Device, this Service Plan may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer. The cancellation provisions herein only apply to the original purchaser of this Service Plan.

**ENTIRE AGREEMENT:** This Service Plan; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Covered Device, constitutes 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 Plans may vary widely from state to state. Any provision within this Service Plan 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

**Alabama only:** If You request cancellation of this Service Plan within thirty (30) days of the purchase date of the Service Plan and the refund is not paid or credited within forty-five (45) days after return of the Service Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Plan. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Plan.

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

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

**California only:** This Service Plan may be cancelled by the Service Plan holder for any reason, including, but not limited to, the Equipment covered under this Service Plan being sold, lost, stolen or destroyed. If Your cancellation request is made within sixty (60) days of the purchase of the Service Plan and You will receive a one-hundred 100% refund of Your initial monthly Service Plan charge. If Your cancellation request is made more than sixty (60) days from the date of purchase, You will receive a pro-rata refund of Your monthly Service Plan fee.

Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Plan Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Plan.

**Connecticut only:** 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 Equipment, the cost of repair of the Equipment and a copy of the warranty Service Plan. You may cancel Your Service Plan if the Covered Device/Equipment is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Plan for non-payment, We must provide You with a written notice at least ten (10) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Plan for any other reason, We must provide You with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **SERVICE PLAN HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Plan holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Device/Equipment**.

**Florida only:** This Service Plan is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Plan by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Plan is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. In the event the Service Plan is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Plan are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia only:** We may only cancel this Service Plan for fraud, material misrepresentation or non-payment by You. If We cancel this Service Plan, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Service Plan will be interpreted and enforced according to the laws of the state of Georgia. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Plan is amended as follows: Pre-existing conditions known to You.

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

**Illinois only:** 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 Plan.

**Indiana only:** Your proof of payment to the issuing vendor for this Service Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. Any reference to Pre-existing conditions within this Service Plan is amended as follows: Pre-existing conditions known by You.

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

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

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

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

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

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

**Nevada only:** This Service Plan is not renewable. If You request cancellation of this Service Plan within thirty (30) days of the purchase date of the Service Plan and the refund is not processed within forty-five (45) days, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Plan. The Provider of this Service Plan may cancel this Service Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Plan for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. No cancellation of this Service Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at Your last known physical address.

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

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

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

**North Carolina only:** We may cancel this Service Plan only for non-payment of the purchase price of the Service Plan or a direct violation of the Service Plan by You.

**Oklahoma only:** This service warranty applies to consumer appliance or electronic Products. This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return

of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

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

**South Carolina only:** If You request cancellation of this Service Plan within thirty (30) days of the purchase date of the Service Plan and the refund is not paid or credited within forty-five (45) days after return of the Service Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Plan. If You have any questions regarding this Service Plan, 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 only:** Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Plan Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Plan within thirty (30) days of the date of purchase of this Service Plan. If this Service Plan is cancelled within the first thirty (30) days, We will refund the entire Service Plan charge. If this Service Plan is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25.00) administrative fee. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Plan 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 Plan is canceled. These provisions apply only to the original purchaser of the Service Plan. If We cancel this Service Plan, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Plan Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Plan Holder relating to the covered product or its use. If We cancel this Service Plan, no cancellation fee shall apply.

**Utah only:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038, 866-268-8279. Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Plan for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Plan for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Plan material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

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

**Wisconsin only:** **THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Plan at any time. If You cancel this Service Plan within thirty (30) days of the date of purchase, the Administrator shall return one hundred percent (100%) of the purchase price less actual costs or charges needed to issue and service the Service Plan. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered.

**Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

**Wyoming only:** If You request cancellation of this Service Plan within thirty (30) days of the purchase date of the Service Plan and the refund is not paid or credited within forty-five (45) days after return of the Service Plan to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Plan. If We cancel this Service Plan, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

***These terms & conditions are available on the Administrator's website at [www.wcpsonline.com](http://www.wcpsonline.com) or Call 1-800-228-2731 to have a copy mailed to You.***