

hgregg's Extended Service Protection Program  
 AMT Warranty Corp.  
 2200 Hwy 121, Suite 100  
 Bedford, TX 76021

[contact name]  
 [address]

<b>Date</b>	[date]
<b>Agreement Number</b>	[application ID]
<b>Coverage from</b>	[from date]
<b>to (midnight)</b>	[to date]
<b>Brand</b>	[brand]
<b>Model</b>	[model]
<b>Category</b>	[category]
<b>Serial Number</b>	[serial number]
<b>Product Price</b>	[equipment cost]
<b>Date of Purchase</b>	[purchase date]
<b>Dealer</b>	[dealer name]
<b>Plan Type</b>	[product name]
<b>Plan Price</b>	[plan retail price]
<b>Phone Number</b>	[tel]

Dear [contact name],

Thank you for your recent purchase of our Extended Service Protection Plan. We hope you enjoy your new product with the added comfort and protection this plan provides. We are pleased to provide you with your Service Agreement ("Service Agreement"). If you require any assistance, please feel free to contact our Customer Services Department. **We are open 24 hours a day 7 days a week, 365 days a year.**

Thank you,  
**Customer Service**

**SERVICE AGREEMENT**

**DEFINITIONS:** "We", "Us" and "Our" shall mean AMT Warranty Corp., 2200 Hwy 121, Suite 100, Bedford, TX 76021, who is the Obligor/Provider under this Service Agreement. In Florida "We", "Us" and "Our" shall mean **Technology Insurance Company, Inc., Florida License Number 03605, 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.** The Service Agreement is administered by Warrantech Consumer Product Services, Inc., P.O. Box 1179, Bedford, TX 76095, (800) 425-2070, "Administrator". "You" or "Your" shall mean the purchaser of the Product(s) covered by this Service Agreement. "Product" shall mean the item(s) which you purchased concurrently with and is covered by this Service Agreement. "Failure" means the mechanical, electrical or functional breakdown of the Product caused by (1) defects in materials and workmanship; or (2) resulting from a power surge, during normal usage of Your Product. "Deductible" shall mean the amount You are required to pay, as shown under "Deductible" for covered repairs or replacements.

**WHAT IS COVERED:** In consideration of payment of the Service Agreement price, We agree to repair or replace Your Product in the event the Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty or service contract. In the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product. Parts used to repair or replace the Product may be new, used, rebuilt, refurbished or non-original manufacturer's parts that perform to the factory specifications of the Product. Technological advances may result in a replacement product with a lower selling price than the original product. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims for its repair or replacement. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

1. **Replacement Plan:** If You purchased a Replacement Plan, in the event of a claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product.
2. **Repair Plan:** If You purchased a Repair Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to reimburse You or to replace Your Product with a product of equal or similar features and functionality.
3. **Accidental Damage From Handling (ADH):** If Accidental Damage from Handling is part of Your coverage program it augments the warranty on Your Product by providing additional protection against accidental damage from handling to Your product. ADH covers accidental damage to Your Product while being used by You, subject to the exclusions below.

ADH does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with Your Product, it is expected that You will continually use these product accessories for protection against damage to the Product. Abuse is defined as Your intentional non-utilization of protective items during the use of Your Product or the

treatment of Your Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by this ADH program.

4. **Major Component Only Coverage:** If you purchased a Major Component Service Plan on one of the following items, you will receive the following specific coverage on the item: Refrigerator, Freezer, Wine Cooler, Air Conditioner – only the compressor is covered; Top Load Washer – only the transmission is covered; Front Load Washer-only the drive motor and motor control Board are covered; Range/Oven/Cook top-only the heating element and/or burner assembly are covered; Single Picture Tube TV's, Projection TV's-only the CRT picture tube(s)LCD/DLP TV's-only the light engines and/or light engine repairs are covered (does not include lamp/bulb replacements). Dishwasher – Parts to repair or replace the motor/pump assembly only. Microwave Oven - Parts to repair or replace the microwave magnetron tube only. Dryer – Parts to repair or replace the dryer motor/heating element only.

**ADDITIONAL BENEFITS:**

1. **FOOD LOSS PROTECTION FOR REFRIGERATORS AND FREEZERS ONLY:** To receive coverage for food loss, the Failure of Your refrigerator or freezer must be due to a defect in the components of the covered appliance Product, excluding icemaker repairs. You will be reimbursed up to \$250.00 per qualified service repair per year, subject to the contract term of this Service Agreement. To receive payment under this benefit, You must have Your Product repaired by a service center authorized by Us and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration and proof of purchase for the replaced food.
2. **NOTEBOOKS/LAPTOP COMPUTERS:** This Agreement will provide one (1) replacement laptop battery if your original battery fails to perform to original specifications during the term of the Agreement. We will also provide one (1) replacement laptop power cord if your original power cord fails to perform to original specifications during the term of the Agreement.
3. **LAUNDRY CREDIT FOR WASHERS AND DRYERS ONLY:** Up to a \$25 reimbursement for laundry cleaning services per qualified service repair if Your Product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim.
4. **POWER SURGE PROTECTION:** This benefit provides secondary coverage to your Product against damage or defects caused by a power surge during the term of this Service Agreement, up to a maximum of the replacement cost of Your Product.

**NO LEMON GUARANTEE:** If the Covered Product has three service repairs completed on the same defect, which repairs are covered by this Service Agreement, and a fourth such repair on the same defect is required, as determined by the Administrator, the Covered Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price of the Covered Product plus taxes and may be less due to technological advances. Once a Covered Product is replaced, then this Service Agreement is considered fulfilled and coverage ends. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee.

**TERM:** This Service Agreement shall be effective as the date You purchased Your Product and is inclusive of the manufacturer's original written warranty. The product manufacturer has primary responsibility for replacement or repair of Your Product during the manufacturer's warranty period, unless claim is filed as one of the additional benefits. This Service Agreement shall remain in effect, subject to the Limit of Liability defined below. If Your Product is replaced or if You have been reimbursed by Us, this Service Agreement shall terminate completely upon replacement of Your Product. Otherwise, this Service Agreement is in effect for the term specified in the sales documentation provided to You at time of purchase. All products and/or parts replaced under this Service Agreement become Our property in their entirety.

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

**PLACE OF SERVICE:** For all products that are deemed non-transportable by Us, We will arrange to repair or replace Your Product at Your location during normal business hours. For in-home service to be scheduled, You must provide the following: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. For all transportable products, You will be responsible for delivery or shipment, prepaid and insured, of the Product to Our authorized service facility for repair or replacement. Televisions 32" and larger will receive in-home service as stated above, all TV's smaller than 32" will be repaired at an authorized service depot. We will provide three (3)-way shipping for TV's designated for depot repair If our diagnosis indicates that the failure is not covered by this Service Agreement; You will be responsible for all service fees.

**REPLACEMENTS:** If your product fails, call hhgregg customer service at 1-800-284-7344 Mon-Fri 8:30-5:00pm EST, or contact the hhgregg retail location where you purchased your product to process your claim in accordance with the terms and conditions of this agreement. If necessary you will be responsible for shipping your product to us to be evaluated. We will pay the cost of shipping your product back to you if your product is replaced. At our sole discretion, we may require that you return the covered product to a designated location as a condition to receiving a replacement product.

Products installed in cabinetry and other types of built-in applications are eligible for service as long as You make the Product accessible to the service technician, we are not responsible for the dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced Product into a custom installation.

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the retail value of the Product, plus taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the retail value of the Product or We replace the Product, We will have no further obligations under this Service Agreement.

**WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.**

**WHAT IS NOT COVERED:** (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S/RETAIL WARRANTY OR SOLD "AS IS;" (C) PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S/RETAIL PARTS AND LABOR LIMITED WARRANTY; USED, REBUILT OR REFURBISHED PRODUCTS WITH LESS THAN NINETY(90) WARRANTY/DEALER COVERAGE (D) PRODUCTS USED FOR COMMERCIAL OR EDUCATIONAL PURPOSES (MULTI-USER ORGANIZATIONS); (E) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (F) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS OR TRANSPORTATION DAMAGE; (G) COSMETIC DAMAGE TO CASE OR CABINETS OR OTHER NON-OPERATING PARTS OR COMPONENTS; (H) LACK OF MANUFACTURER SPECIFIED MAINTENANCE OR IMPROPER EQUIPMENT MODIFICATIONS; (I) DAMAGE DUE TO VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (J) EQUIPMENT USED IN INDUSTRIAL SETTINGS. EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, OR (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (K) ACCIDENTAL DAMAGE(UNLESS PURCHASED AS ADDITIONAL COVERAGE), CRACKED OR DAMAGED DISPLAY SCREENS OR DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (L) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S), SUCH AS PLUMBING, ELECTRICAL WIRING, VENTS AND DUCT WORK; (M) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (N) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT OR IMPROPER USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (O) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (P) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (Q) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (R) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (S) CONSUMABLES SUCH AS BATTERIES, BULBS, DRUMS, BELTS, ETC.; (T) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (U) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (V) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY THE FAILURE OF YOUR PRODUCT; (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT BEING PROVIDED OR SHIPPED BY THE MANUFACTURER; (X) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (Y) CLEANING EXPENSES, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION REGARDING THE PRODUCT; (Z) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AA) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (AB) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AC) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS AND OTHER SIMILAR INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES; (AD) COST OF PREVENTIVE MAINTENANCE OR DAMAGES CAUSED BY IMPROPER PREVENTIVE MAINTENANCE; (AE) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS IN MULTI-FAMILY HOUSING UNITS (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS SERVICE AGREEMENT); (AF) DAMAGE CAUSED BY COLLISION WITH ANOTHER OBJECT; (AG) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; AND (AH) EXPENSES INCURRED FROM THE DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION.

Should the manufacturer of Your product go out of business or the manufacturer no longer provide product support and all parts sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall be receive a full refund of the purchase price paid by you for the Service Plan less claims paid.

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** Call Us at 877-456-9643 toll-free 24 hours a day 7 days a week Or contact the hhgregg retail store were you purchased your product and explain the problem. We will attempt to resolve the problem You are having over the phone. If We can not resolve the problem, You will be directed to an authorized service center. For Replacement Agreements at our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** We reserve the right to inspect the Product from time to time. Service will be provided during normal business hours and in the USA only.

**RENEWAL:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the Product and the prevailing service cost at the time of the renewal.

**TRANSFER OF SERVICE AGREEMENT:** This Service Agreement may be transferred to any person in the United States by contacting Us at 877-456-9643 toll-free.

**CANCELLATION:** You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call Us at 877-456-9643 toll-free. If you cancel within the first thirty (30) days after purchasing this Service Agreement, You will receive a full refund, less any claims paid or pending. If You cancel after thirty (30) days following Your purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$10.00 or 10% of the Service Agreement price, whichever is less; less any claims paid or pending.

We may cancel this Service Agreement for the following reasons: nonpayment of the Service Agreement plan price, fraud or material misrepresentation. If we cancel this Service Agreement, We will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**GUARANTEE:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

### **SPECIAL STATE DISCLOSURES**

Regulation of service plans may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

**ALABAMA ONLY:** If You cancel this Service Agreement and made no claim, this Service Agreement is void and the full purchase price will be refunded to You.

**ARIZONA ONLY: Definitions:** “Consumer” means a contract holder, inclusive of a buyer of the covered product (other than for resale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; “Service Company” is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; “Service Contract Administrator” means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. AMT Warranty Corp. is the Service Contract Administrator and the Obligor for this Service Agreement in Arizona.

**Cancellation:** If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against this Service Agreement. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. No Service Agreement shall be cancelled or voided by Us due to pre-existing conditions, prior use or unlawful acts relating to Your Product, misrepresentation by Us or any of Our assignees or ineligibility for Our program due to Your Product being a “Gray Market” import or product.

**CALIFORNIA ONLY:** This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

**COLORADO ONLY:** Action under this Service Agreement may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act”, articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT ONLY:** The term of Your Service Agreement is automatically extended by the length of time in which Your Product is in the Administrator’s custody for repair under the Service Agreement. If Your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the Product is in transit for inspection, and until the Product is replaced (or equivalent). In the event of a dispute with the 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 price of the Product, the cost of repair of the Product, and a copy of the Service Agreement. The following is added to the CANCELLATION: provision paragraph one: You may cancel the Contract if You return the product or the product is sold, lost, stolen or destroyed.

**FLORIDA ONLY:** The rate charged to You for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA ONLY:** You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator, whereupon the Administrator will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal, in accordance with section 33-24-44 of the Georgia code.

**WHAT IS NOT COVERED:** Letter (AE). Is deleted and replaced with the following: (AE) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS IN MULTI-FAMILY HOUSING UNITS (USE OF A PRODUCT FOR THESE PURPOSES WILL RESULT IN DENIAL OF COVERAGE UNDER THIS SERVICE AGREEMENT);

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** The **NOTE:** is amended to read as follows: **NOTE: THERE MAY BE NO COVERAGE UNDER THIS SERVICE AGREEMENT IF YOU MAKE UNAUTHORIZED REPAIRS.**

**HAWAII ONLY:** If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS ONLY:** The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

**INDIANA ONLY:** Your payment to Us constitutes proof of premium payment to Wesco Insurance Company.

**MICHIGAN ONLY:** If We are unable to perform under this Service Agreement due to a strike or work stoppage at the company's place of business, the effective period of this Service Agreement shall be extended for the period of the strike or work stoppage.

**NEVADA ONLY:** We may not cancel this Service Agreement once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Service Agreement purchase price; Your conviction of a crime which results in an increase in the service required under this Service Agreement; discovery of fraud or material misrepresentation perpetrated by You in purchasing this Service Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of this Service Agreement by You which substantially and materially increases the service requested under this Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this Service Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such product. We may not cancel this Service Agreement until at least fifteen (15) days written notice has been mailed to You. Paid claims will not be considered in calculating any return premium owed. **NOTE: THIS SERVICE AGREEMENT WILL NOT BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, HOWEVER NO COVERAGE WILL BE PROVIDED FOR REPAIRS MADE WITHOUT PRIOR AUTHORIZATION OR APPROVAL.**

The following is added under **WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** Emergency Service for Your Product that provides heating or cooling of your dwelling. If Your Product provides heating or cooling for your dwelling, and you sustain a failure of such product that renders your dwelling uninhabitable, repairs will commence within 24 hours after you report the failure and will be completed as soon as reasonably possible. In addition, we will provide a status report no later than three (3) calendar days after the report of a claim.

**NEW HAMPSHIRE ONLY:** In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW MEXICO ONLY:** We may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by You in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required hereunder.

**NORTH CAROLINA ONLY:** The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement.

**OKLAHOMA ONLY:** In Oklahoma, this Service Agreement is between You and the Provider/Obligor. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty. **The cancellation provision in this Service Agreement is hereby deleted and replaced with the following:** You may cancel this Service Agreement at any time by providing notice to Us at the address indicated above. We may cancel this Service Agreement only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel this Service Agreement while your product is still under the manufacturer original warranty, You shall receive a full refund of the purchase price. If You cancel this Service Agreement after the expiration of the manufacturer original warranty, or have made a claim, You shall receive ninety percent (90%) of the unearned pro rata premium and less any claims paid. In the event this Service Agreement is cancelled by Us, Your return shall be based upon one hundred percent (100%) of the unearned pro rata premium and less any claims paid.

**OREGON ONLY:** Pursuant to ORS 36.600-36.370 if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws. The Provider/Obligor is AMT Warranty Corp., 2200 Hwy 121, Suite 100, Bedford, TX 76021, (866) 327-5818.

**SOUTH CAROLINA ONLY:** In order to prevent damage to Your Product, please refer to the owner's manual. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS ONLY:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-512-463-2906 or 1-800-803-9202.

**UTAH ONLY:** The CANCELLATION: section is amended to delete paragraph two and replace with the following: We may cancel the Contract within the first sixty (60) days for any reason. If the Contract has been in effect for more than sixty (60) days, the Contract may be canceled for only one or more of the following reasons: (a) Nonpayment of Contract price; (b) material misrepresentation; (c) a substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering the Contract; or (d) substantial breaches of contractual duties, conditions or warranties. We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days before the Contract is cancelled (only 10 days notice will be provided if cancellation is due to nonpayment of the Contract price). Such cancellation notice will be delivered or mailed by first class mail.

This Service Agreement must be paid in full at the time of purchase or financed, and does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You may proceed with repairs, and the Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

**WASHINGTON ONLY:** In the event the Administrator or We cancel this Service Agreement, the Administrator will mail written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Wesco Insurance Company, who insures Our obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**WISCONSIN ONLY: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Paid claims will not be considered in calculating any return premium owed. Notice of loss should be made as soon as reasonably possible, and within one year from the date of loss. We prefer that you do not authorize any repairs until the Claims Service Center verifies that the failure is covered by this contract and issues an approval number to the repair facility. However, we will not deny a claim solely because you did not submit notice of loss within the time requested or because you did not obtain preauthorization.

**WYOMING ONLY:** The **Cancellation** section is deleted in its entirety and replaced with the following: This Service Agreement shall require Us to permit the original Purchaser to return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to the original Purchaser or within ten (10) days if the Service Agreement is delivered to the Purchaser at the time of sale or within a longer time period as otherwise permitted under this Service Agreement. Upon return of this Service Agreement to Administrator or Us within the applicable time period, if no claim has been made under this Service Agreement prior to its return to Administrator or Us, this Service Agreement is void and We shall refund to the original Purchaser, or credit the account of the original Purchaser, with the full purchase price of the Service Agreement. The right to void the Service Agreement provided in this subsection is not transferable and shall apply only to the original Purchaser, and only if no claim has been made prior to its return to Administrator or Us. If We cancel this Plan for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the Product or its use, We will mail a written notice to You at least ten (10) days prior to the cancellation of this Service Agreement. Such notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

In **AL, AZ, HI, MD, MN, NV, NM, NY, SC, TX, WA** and **WY**, if You cancel within thirty (30) days of purchasing this Service Agreement, and do not receive a refund within thirty (30) days, We will apply a penalty fee of ten percent (10%) per month to Your refund.

**ENTIRE CONTRACT:** This Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms unless amended by State Specific Disclosures.



Tel:	_____
Fax:	_____
Email:	_____
Web:	_____