

hhgregg'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, (800) 425-2070, who is the Obligor/Provider and the Administrator 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.** "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 CABINETRY 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.

**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.**

**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:	_____