



**Service Contract Administrator/Obligor:**

Warrantech Consumer Product Services, Inc. (WCPS)  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: (800) 228-2731

**CONGRATULATIONS:** You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a Pep Guard Replacement Plan or a Pep Guard Motor Plan (the "Plan"). This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 350 Bedford Street, Suite 203, Stamford, CT 06901, and you, the purchaser. However, if you are a resident of **Alaska, Arkansas, Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **California**, this Plan is an agreement between the Obligor/Provider of this Plan, Butler Financial Solutions, LLC ("Butler"), 1854-A Hendersonville Road, PMB 6, Asheville, NC 28803. A copy of your proof of product purchase may be required at the time of service.

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. As the Administrator, WCPS will assist you in understanding your warranty and Plan benefits from the day you purchase your Plan.

**PRODUCT ELIGIBILITY:** The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original written warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original written warranty must provide at least 90 days parts and labor coverage. This Plan covers all mechanical and electrical defects that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially. Accessories and/or add-on options not essential to the basic function of the appliance or system are not eligible for coverage.

**PEP GUARD REPLACEMENT PLAN:** The coverage under the Pep Guard Replacement Plan extends the manufacturer's original parts and labor warranty for one year and is effective immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty. In the event your covered product suffers a mechanical or electrical failure following the expiration of the shortest portion of the manufacturer's parts and labor warranty, you can either call 1-800-723-5440 or log onto our website at [www.pepguard.com](http://www.pepguard.com) and go to the service section. You will be provided with instructions for shipping the defective product for verification of product failure. Once failure has been verified, you will receive a Pep Boys Gift Card that can be used at any Pep Boys location. The amount of the gift card will not exceed the price you paid for the original product, excluding taxes. If we replace the covered product in its entirety with a Pep Boys Gift Card, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. The Replacement Plan is limited to one replacement gift card during the lifetime of the Plan and is only available for products that were purchased for less than \$500.00. The Replacement Plan does not cover trip, labor or shipping. The Replacement Plan is not transferable.

**PEP GUARD MOTOR PLAN:** The coverage for the Pep Guard Motor Plan shall commence immediately upon the expiration of the manufacturer's original written parts warranty for the motor or motor transmission and extend for one year. Should the covered motor or motor transmission prove defective during the Plan coverage, and subject to the terms of this contract, the Administrator shall arrange for the repair or replacement of the covered motor or motor



transmission. This Plan will provide coverage identical to that provided by the manufacturer for the major component part during the original manufacturer's warranty period. A replacement part may be new or reconditioned of like kind and quality. The Administrator reserves the right to refund the full Plan price, canceling the contract, if false or exaggerated claims are filed. This Plan will not be responsible for any other parts that should fail, nor will it be responsible for any labor or trip charges. If you call for service and the problem found is not a result of the failure of the covered motor or motor transmission, you alone shall be responsible to pay any fees due to the Servicer.

For service under the Pep Guard Motor Plan, please call 1-800-723-5440 to obtain authorization prior to having repairs made. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. If the covered part is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. All repairs must be approved before they are performed. When you receive authorization for repairs, the service representative will direct you to a designated service center. The Pep Guard Motor Plan is not transferable.

**IMPORTANT CONSUMER INFORMATION:** This Plan is deemed a service contract under federal law. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. Administrator and/or Insurance Company own all parts removed from repaired products and any complete units replaced in their entirety.

If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*

If the covered product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-228-2731 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date.

Customers having questions regarding the receipt of services under this Plan should call the Administrator at 1-800-228-2731. This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for your covered product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**EXCLUSIONS FROM COVERAGE:** This Plan does not cover any loss or damage resulting from: pre-existing conditions (means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper installation of components or peripherals; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; dropped product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to cabinetry; attachments; theft, abuse, misuse, neglect, vandalism, or environmental conditions (fire, floods, corrosion, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions); software and software related problems; losses on any component(s) never covered by a manufacturer's warranty; any damage to recording media including any program, data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part; reception and transmission problems resulting from external causes. This plan does not cover removal and re-installation of car stereo units.

Other exclusions include but are not limited to: any repair covered by a manufacturer's warranty; recall or rework, regardless of the manufacturer's ability to pay for such repairs; damage resulting from computer viruses; burned-in phosphor in CRTs; covered products with removed or altered serial numbers; consumables such as bulbs, filters, batteries, toner, ribbons, drums, developer, or ink cartridges; removal and reinstallation of an internal component not performed by a factory authorized service center; cosmetic or structural items; cables, cords, and connectors; component(s) never covered by a manufacturer's warranty; damage, warping or rusting of any kind in the housing,



case or frame of the covered product or any non-operating part, including plastic or decorative parts; loss of data or for loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the Year 2000 and beyond.

You are responsible for backing up all software prior to commencement of any repair. This Plan does not cover restoration of software to your covered product. If your covered product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then you are responsible for all repair costs and the cost of on-site service.

**DISCLAIMER OF CERTAIN LIABILITIES:** Under no circumstances shall the retailer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

**CANCELLATION:** You may cancel your service contract by informing the Dealer of your cancellation request in writing within 30 days of receiving the service contract. The service contract is non-cancelable after 30 days from the date of purchase. For those states that do not permit non-cancellation of your service contract, the law of that state shall apply to residents requesting cancellation.

If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

**SPECIAL STATE REQUIREMENTS:** State amendments to specific provisions of the terms of cancellation are as follows:

**Alabama only:** If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the service contract to us. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

**Arizona only: CANCELLATION** - You may cancel this service contract at anytime prior to the expiration date by sending written notice to the Administrator Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the service contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is further defined as conditions that were caused by you or known by you prior to purchasing this service contract.

**California only:** If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price or \$25,00, whichever is less.



**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 product, the cost of repair of the product and a copy of the warranty contract.

**Georgia only:** You may cancel this service contract at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia.

**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 contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

**Nebraska only:** If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

**New Mexico only:** You may return this service contract within 20 days of the date this service contract was mailed to you, or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.

**Nevada only:** The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is non-renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use. If the Provider cancels your contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date.



**New York, South Carolina, and Wyoming only:** You may return this service contract within 20 days of the date this service contract was mailed to you, or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**North Carolina only:** The purchase of a service contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$25.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

**Oklahoma only:** In the event you, the customer, cancel the service contract, return of premium will be based upon 90% of the unearned pro-rata premium. In the event we cancel the service contract, return of the premium is based upon 100% of the unearned pro-rata premium.

**South Carolina only:** If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803) 737-6180.

**Texas only:** If you have any questions regarding the regulation of service contract Provider or a complaint against the Obligor, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this service contract within 20 days of the date this service contract was mailed to you, or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. 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 contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**Utah only:** Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this service contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

**Washington only:** You may return this service contract within 20 days of the date this service contract was mailed to you, or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, 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. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.



**Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The purchaser may cancel this service contract at any time. If you cancel this service contract within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the service contract. If you cancel this service contract Plan after 30 days, you will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. Unauthorized repairs may not be covered.

***These terms & conditions are available on our website at [www.wcpsonline.com/PepGuardTC](http://www.wcpsonline.com/PepGuardTC).***