

**SERVICE PLAN TERMS & CONDITIONS:**

Warrantech Consumer Product Services, Inc. ("WCPS")  
PO Box 1077  
Bedford, TX 76095  
Telephone: 1-877-319-8997

**CONGRATULATIONS:** Thank You for Your recent purchase of the uShield Cell Phone Protection 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, 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. "Covered Device" or "Equipment" means the new 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. "Registration Page" means the numbered document which must be attached to and forms a part of this Service Plan, which lists information regarding You, Your Covered Device and other vital information. "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. "MSRP" means the Manufacturer's Suggested Retail Price of the mobile communications Equipment 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:** Covered Devices, as defined, are eligible for coverage under this Service Plan. Accessories and/or add-on options purchased separately and not essential to the basic function of the Covered Device are not eligible for coverage.

**MONTHLY SERVICE PLAN FEE:** IF YOU PURCHASED THE MONTHLY BILLING PLAN, You will be billed in advance a monthly charge in the amount indicated on Your Registration Page 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, Your Covered Device is exchanged by the manufacturer or retailer, You must notify the Administrator as soon as reasonably practicable by calling 1-877-319-8997 or in writing at 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 exchanged 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 Covered Device.

**WHAT IS COVERED:** In the event of an eligible 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 buttons or connectivity ports located on Your Covered Device, if such damage or defect impacts the functionality of Your Covered Device. **NOTE: Cosmetic Damage is not covered under this Service Plan;**
4. Dust, internal overheating,; or
5. 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 device of equal or comparable value to Your original 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**" further 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.*

**DEDUCTIBLE:** You are required to pay the Deductible amount shown on the attached Registration Page prior to receiving service on Your Covered Device.

**LIMIT OF LIABILITY:** The maximum amount that We will pay, for any one loss, to repair or replace Your Covered Device shall not exceed the MSRP of the original Covered Device

Coverage under this Service Plan is also limited to two (2) valid claims during any consecutive 12-month period. In the event We make payments for repairs which in the aggregate are equal to the MSRP of the original Covered Device, We replace Your Covered Device, or We process two (2) valid claims during any consecutive 12-month period, Our obligations under this Service Plan will be fulfilled and You will not be entitled to make any further claims under this Service Plan and You will no longer be billed a Service Plan Fee.

**IN NO EVENT SHALL THE ADMINISTRATOR, WE, OR THE 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 ("Plan Purchase Date" indicated on Your Registration Page) and continues for the period of time specified on Your Registration Page; subject to the CANCELLATION provisions set forth below. MONTHLY BILLING PLAN: If You purchased the monthly billing plan, Your coverage will continue as long as You make Your monthly Service Plan payment, up to a maximum of thirty-six (36) months; subject to the CANCELLATION provisions set forth below. This Service Plan is also 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.

**IF YOUR COVERED DEVICE NEEDS REPAIR:** If You need to file a claim under this Service Plan, You must contact the Administrator at 1-877-319-8997 to obtain a claim authorization number. For on-line service or web chat, log onto [www.WCPSOnLine.com](http://www.WCPSOnLine.com). For faster service, please be prepared to provide the Administrator with the following information: Your Service Plan Number shown on Your Registration Page and International Manufacturer's Equipment

Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of Your Covered Device. If Your claim is valid, the Administrator will provide You with a claim authorization number and direct You to the nearest authorized Retailer 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) COVERED DEVICES WITH REMOVED OR ALTERED SERIAL NUMBERS; K) 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; L) EXPENSES INCURRED IN CONNECTION WITH PERIODIC OR PREVENTATIVE MAINTENANCE; M) ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE PLAN OR OTHER INSURANCE; N) REPAIRS FOR COSMETIC DAMAGE OR STRUCTURAL IMPERFECTIONS IF THERE IS NO IMPACT TO THE FUNCTIONALITY OF THE COVERED DEVICE; O) 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 P) 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 COVERED 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 of Your cancellation request within 30 days of the purchase of this Service Plan and You will receive a 100% refund of the full purchase price of Your Service Plan; provided no claims have been paid under ADH Coverage within the first 30 days. For ADH Coverage, if We have paid a claim(s) within the first 30 days, You will receive a pro-rata refund of the Service Plan purchase price minus any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Plan purchase price minus any claims paid, and less an administrative fee not to exceed 10% of the Service Agreement purchase price or twenty-five dollars (\$25.00); whichever is less, unless otherwise provided by state law.

If We cancel this Service Agreement, 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. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

MONTHLY BILLING PLAN ONLY – CANCELLATION: If You purchased the monthly billing plan, You may cancel this monthly Service Plan by informing the Administrator or Your Retailer of Your cancellation request within thirty (30) days of the purchase of the Service Plan and You will receive a one-hundred percent (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: (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 email 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 Covered Device 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:** This Service Agreement is not transferable.

**ENTIRE AGREEMENT:** This Service Plan; including the terms, conditions, limitations, exceptions and exclusions, and the Registration Page, 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:** 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. In no event will the cancellation fee exceed twenty-five dollars (\$25.00).

**Arizona: CANCELLATION** - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **“WHAT IS NOT COVERED”** section.

**Arkansas:** 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:** This Service Plan may be cancelled by the Service Plan holder for any reason, including, but not limited to, the Product covered under this Service Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Service Plan, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other Products of the date You received the Service Plan, and You have made no claims against the Service Plan, you will be refunded the full Service Plan price; or if Your Service Plan and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or after sixty (60) days for all other Products from the date You received this Service Plan, You will be refunded a pro-rated amount of the Service Plan price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Plan price or twenty-five dollars (\$25), whichever is less. If You request cancellation of this 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. 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:** 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 Service Plan. You may cancel Your Service Plan if the covered Product is sold, lost, stolen, or destroyed.

**Florida:** 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 less any claims that have been paid or less the cost of repairs made on Your behalf. 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:** The Administrator may not cancel this Service Plan except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Plan, after thirty (30) days or if a claim has been paid, an administrative fee not to exceed the lesser of ten percent (10%) of the pro-rata refund or the stated administrative fee will be applied. Any reference to Pre-existing conditions within this Service Plan is amended as follows: Pre-existing conditions known by

You. This Service Plan will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from any refund.

**Hawaii:** 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:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperable due to a Failure during the term of this Service Plan. Failure due to normal wear and tear is covered. In no event will the cancellation fee exceed the lesser of fifty dollars (\$50.00) or ten percent (10%) of the Service Plan price.

**Indiana:** 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. Any reference to Pre-existing conditions within this Service Plan is amended as follows: Pre-existing conditions known by You. **CANCELLATION:** is amended to delete the following statement – “unless otherwise provided by state law.”

**Maine:** 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. In no event with the cancellation fee exceed the lesser of ten percent (10%) of the Service Plan price or the stated cancellation fee.

**Maryland:** 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:** 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 for 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, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. If We cancel this Service Plan for any other reason, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

**Missouri:** 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 Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Plan purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

**Nevada:** 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. If the Provider cancels Your Service Plan You will be entitled to a pro-rata refund of the unearned

Service Plan fee, no administrative fee will be deducted. If Your Service Plan was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund.

**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:** 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:** 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:** We may only 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. In no event will the cancellation fee exceed the lesser of ten percent (10%) of the pro-rata refund amount or the stated cancellation fee.

**Oklahoma:** This service warranty applies to consumer appliance or electronic Products. 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:** This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

**South Carolina:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If You have any questions regarding this Service Agreement, 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:** Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement 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 Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25) administrative fee and less claims paid. 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 Agreement 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, 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 Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement 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 Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Contract, You must obtain authorization by submitting a claim by calling the Administrator at 1-877-319-8997. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim may result in non-payment.

**Washington:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement 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 Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (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, 6th Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**Wisconsin: THIS CONTRACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. We may only cancel this Service Agreement for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Agreement is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the purchase price. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. Unauthorized repairs may not be covered.

**Wyoming:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If We cancel this Service



Agreement, 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/UBID](http://www.wcpsonline.com/UBID)  
Or call 1-877-319-8997 to have a copy mailed to You.***