

SERVICE CONTRACT

Terms & Conditions

Administered by Warrantech Consumer Product Services, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-[888-200-7772]

Thank you for purchasing the [Wayfair Extended Service Plan]!

The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be Your guide in knowing what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, contact the Administrator at any time.

FOR FAST CLAIM SERVICE VISIT [www.MyProtectionPlan360.com/Wayfair]

Be sure to keep this Contract document and Your Contract Purchase Receipt together, as they will come in handy when You have a Claim!

Things to Know Up Front

Definitions. Throughout this Service Contract, the following capitalized words have the stated meaning:

1. **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (In Florida: this Service Contract is an agreement between You and Technology Insurance Company, Inc., Lic. #03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
2. **“Administrator”:** the entity responsible for administrating benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (In Florida: WCPS of Florida, Inc., Lic. #80202).
3. **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
4. **“You”, “Your”:** the purchaser of this Service Contract (or person to whom this Contract was properly transferred) who is to receive coverage proclaimed hereunder.
5. **“Covered Product”, “Product”:** the item(s) that is/are covered under this Service Contract.
6. **“Covered Components” (applicable to spa and hot tub Covered Products ONLY):** the specific parts of Your spa or hot tub Covered Product that are covered under this Service Contract; as shown in the “WHAT IS COVERED” section.
7. **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Contract purchase date, Term, and other vital information.
8. **“Contract Purchase Price”:** the amount paid by You for this Service Contract (excluding any applicable taxes and/or fees), as shown on Your Contract Purchase Receipt.
9. **“Product Purchase Receipt”:** the receipt document (paper or email) provided as proof of Your Product purchase that shows the date on which the Covered Product was purchased, as well as the Product Purchase Price.
10. **“Product Purchase Price”:** the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
11. **[“Waiting Period”:** the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Contract.]
12. **“Claim”:** a demand for payment in accordance with this Contract sent by You.
13. **“Failure”:** the mechanical or electrical breakdown of Your Covered Product that results in it longer being able to perform its intended function properly as originally designed and intended, resulting from defects in materials or workmanship, and not due to normal wear and tear; provided You have ensured all routine maintenance services recommended by the manufacturer have been performed (as applicable).
14. **“Power Surge”:** damages to the Covered Product resulting from an oversupply of voltage while it is properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
15. **“Term”:** the period of time in which the provisions of this Service Contract are valid, as confirmed on Your Contract Purchase Receipt.

Product Eligibility Checklist. To be eligible for coverage under this Contract, the item needs to be:

- ✓ Purchased as new [or factory refurbished] from an authorized Retailer, manufactured for use in the United States, and come with an original manufacturer’s labor and/or parts warranty at time of Product purchase; [OR
- ✓ [If purchased previously and separately from the Service Contract, the item must have been purchased no more than 90 days prior to the Contract purchase date, and it must be fully operational and not damaged as of the Contract purchase date; AND]
- ✓ Solely intended for personal and/or residential use, and not in a heavy commercial, industrial, rental, or educational institution capacity; AND
- ✓ Not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.

(NOTE: If Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call the Administrator as soon as possible with the make, model, and serial number of the newly exchanged product toll free 1-[888-200-7772]. Your original Contract Term does not extend in these cases.)

Your Responsibilities. There are a couple of things that You need to do in order to receive benefits from this Contract for covered Claims. **PRODUCT PROTECTION** – Be sure to properly store and operate Your Covered Product in accordance with the manufacturer’s warranty/owner’s manual at all times. And, if Your Covered Product ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage. **MAINTENANCE AND INSPECTIONS** – Some items, such as major appliances, require certain maintenance and/or inspection services from time to time. It is Your responsibility to ensure that all of the care, inspection, and maintenance services are performed to Your Covered Product in accordance with the manufacturer’s warranty/owner’s manual.

Make sure that these services are performed when and how they are required.

When You have a Claim, if We determine that damage or failure has occurred *as a direct result of not* performing any of these services, Your Claim will be denied.

What is Covered and When

Your Contract Term begins on Your Contract purchase date and expires the day after Your expiration date [– *HOWEVER – please note that if Your Covered Product was purchased previously and separately from Your Contract, there is a 30-day Waiting Period that also starts on Your Contract purchase date; during which time no Claims are eligible*].

★ *TIP: To calculate Your expiration date, add the number of calendar days in Your Term, plus one day, to Your Contract purchase date. For Example: a 2 year term is 730 days, so if the contract purchase date was on 8/31/2016, the expiration date would be 9/01/2018 at 12:01am.*

Coverage becomes effective at different times; depending on whether Your Claim is: (a) a defined Failure that is still covered under the Product's manufacturer's warranty; (b) a defined Failure that is no longer covered under the Product manufacturer's warranty, because it has expired; or (c) a covered non-Failure occurrence that is described under the "What is Covered" section further below [; and whether Your Covered Product is subject to a Waiting Period].

1. **Coverage for damages to Your Product resulting from a covered event specifically described under the "ADDITIONAL BENEFITS" section** is effective on day 1 of Your Contract purchase date[, or on day 31 if Your Covered Product is subject to the Waiting Period], and continues for Your Contract Term.
2. **Coverage for a defined Failure of Your Product does not become effective until the shortest portion of the manufacturer's labor and/or parts warranty has expired.** Upon expiration of the shortest portion of the Product manufacturer's labor and/or parts warranty, coverage for a defined Failure becomes effective and continues for the remainder of Your Contract Term.

What is Covered. This Contract provides for the labor and/or parts that are necessary to repair the Failure of Your Covered Product; or at Our sole discretion, replacement of Your original Covered Product or reimbursement for a replacement, in lieu of such repair (*be sure to read "About Replacements" and "About Reimbursements" provisions*).

NOTICE FOR SPA AND HOT TUB COVERED PRODUCTS ONLY. If Your Covered Product is a spa or a hot tub, in the event of a covered Claim, this Contract provides for the repair or replacement of the following specific Covered Components ONLY: spa pump, spa pump motor, spa electrical terminal block, pump motor power cable, heating element (1.5kW to 4kW), heater temperature sensor, topside control, power control pack, motherboard, solenoid valves, sequencer/topside control, stereo power supply, and air blower.

Additional Benefits. In addition to coverage for a defined Failure, this Contract also provides for the following:

- ✓ **Power Surge.** Coverage for sustained damage to the Covered Product as a result of a defined Power Surge event (*limited to damage sustained to the Covered Product only*).
- ✓ **Food Loss (for refrigerator and/or freezer Covered Products ONLY).** Coverage for food loss that directly results from a covered Claim. Benefit is provided in the form of reimbursement (see "About Reimbursements"), up to a maximum of \$250 per covered Claim. (*It will help expedite the process if You provide a copy of Your purchase receipt(s) and/or a list of the spoiled items to the Administrator when You file Your Claim for food loss.*)
- ✓ **"No Lemon" Guarantee.** Coverage for the following: if, within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or provide You with reimbursement for a replacement. This benefit is NOT subject to deduction of any previously paid Claims; it supersedes such. However, if You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled in their entirety and Your coverage will end. *NOTE: Spa and hot tub Covered Products are ineligible for the NO LEMON GUARANTEE benefit.*

About Repairs. Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.

About Replacements. NOTE: Spa and hot tub Covered Products are ineligible for entire unit replacements. For all other Covered Product types, if We determine that Your original Covered Product cannot be repaired, We will make every reasonable effort to replace Your impaired original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, Components, or entire units that We provide replacement for will automatically become Our property (in such cases We will pay for the removal of Your original Covered Product/Covered Component).

About Reimbursements. NOTE: Spa and hot tub Covered Products are ineligible for entire unit reimbursements. For all other Covered Product types, if We determine that providing You with reimbursement for Your original Covered Product is best, such reimbursement may come in the form of a check, Retailer credit, or gift card, and the value of such will in no event exceed Your original Product Purchase Price.

No Duplication of Coverage during Manufacturer Warranty Period. The benefits described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE DESCRIBED IN THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS; PLEASE REVIEW THESE SECTIONS CAREFULLY.

Deductible

You are not required to pay a deductible prior to receiving eligible service under this Service Contract.

Claims Process

Important Notice. In order for a Claim to be considered for coverage under the provisions of this Contract, *You have to contact the Administrator first.*

How to File a Claim. After You have taken reasonable precautions to ensure that further damage does not occur, You need to notify the Administrator as quickly as possible about the problem You are experiencing with Your Covered Item. NO deductible payment is required.

You can do this [online by visiting www.MyProtectionPlan360.com/Wayfair or] by calling toll free 1- [888-200-7772]. Contact can be made 24/7.

★ *TIP: Want to help expedite this process? Have Your Contract Purchase Receipt and/or Product Purchase Receipt readily available when You contact the Administrator.*

What to Expect. First, You will be asked to thoroughly describe the problem You are experiencing, and You may be asked to provide the Administrator with additional information/documentation in order to validate Your Claim (e.g. *photographs*). After Your Claim has been authorized, the Administrator will issue a repair order and will provide You with an overview of the next steps.

Where Service will be Performed. Determination of which place of service applies to Your Covered Item is based on and will typically be the same as that which was provided under the Product's manufacturer warranty (the Administrator will communicate the applicable one to You).

1. **In-Home.** Servicing will be performed at Your residence, as long as You ensure there is accessibility to the impaired Covered Product, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and located on Your property.
2. **Depot.** Servicing will be performed at Our authorized depot facility. You make sure the impaired Covered Item gets there, and We will pay to ship the repaired Covered Item back to You!
3. **Local Repair Facility/Carry-In.** Servicing will be performed at one of Our authorized repair locations near Your residence. You will need to plan on transporting Your impaired Covered Product to and from Our authorized repair location; however, in the event it is determined that Your Product needs to be shipped elsewhere for further servicing, We will pay for the shipping costs associated with that.

What Happens if Your Contract Term Expires in the Middle of an Approved Claim. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract. *However, no new Claims will be considered after Your Contract Term expires.*

REMEMBER:

DO NOT OBTAIN SERVICES ON YOUR OWN WITHOUT SPECIFIC AUTHORIZATION OR DIRECTION FROM THE ADMINISTRATOR.

THIS CONTRACT PROVIDES NO COVERAGE FOR SERVICES THAT ARE NOT PRIOR AUTHORIZED BY THE ADMINISTRATOR.

Coverage Limitations

Limit of Liability. The total amount that We are obligated under the provisions of Service Contract to pay for services in connection with all Claims is the amount equal to the Product Purchase Price – or one (1) replacement of/reimbursement for Your original Covered Product – *whichever occurs first.* Once this limit has been reached Our obligations under this Service Contract will be considered fulfilled entirely and Your coverage ends (regardless of whether You have any remaining time under Your Contract Term).

- *If You have multiple Covered Products under this Contract, the limit stated above applies to each single Covered Product. Coverage for any additional Covered Products that have not yet reached this limit will remain eligible for coverage for the remainder of Your Contract Term.*

ADDITIONALLY, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusions (what is NOT covered). AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM: a **pre-existing condition known to You** (*"pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased*); [anything that occurred prior to the expiration of the Waiting Period (as applicable to Your Covered Product);] **disassembly, de-installation or re-installation of any Covered Product (including, but not limited to lighting fixture or lamp Products; any item that is confirmed as used heavy commercial, industrial, rental, or educational institution capacity; reimbursement for the repairs to or replacement of a Covered Product (or Covered Component, as applicable) if such repair or replacement was completed prior to receiving authorization from the Administrator; accidental damage from handling (such as damage to the Covered Product resulting from unintentionally dropping it, spilling liquid onto it, or in association with screen/glass breakage); cosmetic damage (meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections; when such does not impair the overall functionality of the Covered Product; any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers; initial delivery or installation costs associated with the initial Covered Product purchase; any type of damage caused by transit, delivery, redelivery, or movement of the Covered Product (UNLESS such was performed by Our authorized servicer);**

EXCLUSIONS, CONTINUED: any type of damage resulting from the use of improper cleaning methods/cleaning materials; costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product; fortuitous events, including but not limited to: environmental conditions, exposure to weather conditions or perils of nature, or collapse, explosion or collision of or with another object, or fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action; breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract; abuse (*meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product; theft, vandalism, loss (unforeseen disappearance) of the Covered Product; rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; operation outside the manufacturer operational or environmental specifications; any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items; any motorized or power operated ground or aerial vehicles, including, but not limited to drones and radio controlled devices; any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Product, including but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens; improper removal or installation of replaceable components, modules, parts or peripherals, or installation of incorrect parts; periodic / routine or preventative maintenance; lack of providing manufacturer's recommended maintenance; operation/storage of the Covered Product in conditions outside manufacturer specifications or usage in a manner inconsistent with its original design and manufacturer specifications; use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty; adjustment, manipulation, modification, removal or unauthorized repairs of any internal component / part of a Covered Product performed by anyone other than Our authorized servicer; any kind of manufacturer recall or rework order on the Covered Product that the manufacturer is responsible for providing; regardless of the manufacturer's ability to pay for such repairs; any service outside of the United States of America, its territories, or Canada; and FOR SPA AND HOT TUB COVERED PRODUCTS ONLY: concrete encased or underground plumbing; electrical lines and lights; structural defects of any type; code violations; solar water heaters, liners or freeze damage; mechanical components and parts of gas, electric and oil; automatic feeders and chemicals; chlorinators and ionizers; pop- up heads and turbo valves; auxiliary pumps; skimmers; liners; slat water generators and components; Freon reclamation; disposable filtration mediums; dehumidifiers; timer systems; fuel storage tanks; and multi-media centers. AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICER TO BE EXCLUDED UNDER THE PROVISIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS.

General Provisions

Cancellation Process. You can cancel this Service Contract at any time by informing the Administrator of cancellation request. NO CANCELLATION FEES APPLY. (Note: these cancellation provisions; including refund applicability, apply to the original Contract purchaser only.)

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

Renewability. Want to renew Your Contract Term? Call the Administrator before Your expiration date to initiate Our renewal process (toll free 1-888-200-7772).

Transferability. Want to transfer coverage under Your Contract Term to another person? Call the Administrator to initiate Our transfer process.

Disclosure Statements

Our Right to Recover Payment. If You have a right to recover against another party for anything We have paid under this Service Contract, 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.

Guaranty. This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Covered Product under this Service Contract within sixty (60) days of Your Claim submission date, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Contract Purchase Price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Entire Agreement. This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt and Product Purchase Receipt (if provided separately), constitute 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 Addendums. The regulation of service contracts varies from state to state. Any provision within this Service Contract that conflicts with the laws of the state where You reside is automatically considered to be modified in conformity with applicable state laws and regulations as outlined below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within this Service Contract document to the contrary

Alabama: CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to [purchasing this Service Contract][the expiration of the Waiting Period (as defined)]. WAITING PERIOD - A term equivalent to the waiting period will be added to the term of Your Service Contract.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your 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 Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator 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 Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid. WHAT IS NOT COVERED - Food spoilage is not covered under this Service Contract.

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 Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. EXCLUSIONS (WHAT IS NOT COVERED) - Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS - The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. WAITING PERIOD - A term equivalent to the waiting period will be added to the term of Your Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS - The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Michigan: APPLIANCE COVERAGE - If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: EXCLUSIONS (WHAT IS NOT COVERED) – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

WAITING PERIOD – This contract includes a thirty (30) day waiting period.

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

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: The Service Warranty Association is AMT Warranty Corp., Oklahoma Identification #862268. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

Puerto Rico: THIS SERVICE CONTRACT IS NOT VALID IN PUERTO RICO.

South Carolina: If You have any questions regarding this Service Contract, 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: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the 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. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this 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 Service Agreement is canceled.

Utah: Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. CANCELLATION – Is amended as follows: If We cancel this Service Contract for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company.

Washington: GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract 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 paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. 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 Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract 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 for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

Wyoming: FURNITURE – FURNITURE COVERAGE IS NOT AVAILABLE IN WYOMING.