



## SERVICE AGREEMENT

**DEFINITIONS:** "We", "Us" and "Our" shall mean Dealer and/or its Administrator AMT Warranty Corp. In Florida "We", "Us" and "Our" shall mean Technology Insurance Company, Inc. "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Agreement. "Deductible" shall mean the amount You are required to pay, as shown under "Deductible" for covered repairs or replacements.

**WHAT IS COVERED:** In consideration of payment of the Service Agreement price, We will furnish or pay for labor and parts or replacement equipment required to repair a mechanical or electrical failure of the covered product during normal usage for the term of this Service Agreement, if the product is not covered under any other warranty or service contract. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product. Coverage programs must be purchased at the same time as the product to be covered, or no later than 90-days after product purchase. All "start coverage" dates will be consistent with the product date of purchase. If coverage programs are not purchased at the same time as product purchase and on the same register receipt or invoice, end user must provide product proof of purchase at the time the coverage program is registered. Products may NOT be "bundled" to establish Replacement Program coverage prices. Each unit purchased must have its own coverage plan. This Service Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

1. **Replacement Plan:** If You purchased a Replacement Plan, in the event of a claim, We will replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product. Upon replacement of a product, We will have no further obligation to replace the product and You will not be entitled to make any further claims for its replacement.
2. **Repair Plan:** If You purchased a Repair Plan, in the event of a covered claim, We will repair or, at Our discretion, replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality. Upon replacement of a product, We will have no further obligation to repair or replace the product and You will not be entitled to make any further claims for its repair or replacement.
  - A. **Food Loss Protection for Refrigerators and Freezers Only:** To receive coverage for food loss, the failure of your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to \$100.00 per qualified service repair per contract year. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.
  - B. **Power Surge Protection:** This feature protects your covered product against damage or defects caused by a power surge up to a maximum of the replacement cost of the product over the life of the contract while your covered product is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered product. A UL-approved surge protector is not required for Major Appliances.
  - C. **No Lemon Guarantee:** If the Covered Product has three service repairs completed on the same component, which repairs are covered by this Service Contract, and a fourth such repair on the same component is required, as determined by the Administrator, within any twelve (12) month period, the Covered Product will be replaced with a product of like kind and quality. The cost of the replacement will not exceed the original product purchase price of the Covered Product and may be less due to technological advances. Once a Covered Product is replaced, then this contract is considered fulfilled and coverage ends. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee.
3. **Accidental Damage From Handling (ADH):** If Accidental Damage from Handling Program is part of Your coverage program it augments Your product warranty by providing additional protection against accidental damage from handling to Your product that You have purchased.

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

have purchased for Your use in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by this ADH program.

**DEDUCTIBLE:** In the event of a failure to Your product, which is covered by this Service Agreement, You may be required to pay a Deductible of \$0.00 per repair or replacement of Your covered product.

**PLACE OF SERVICE:** If You purchased On-Site Service, we will arrange to repair or replace the product at Your location during normal business hours. If you purchased Carry/Mail-In Service, You will be responsible for delivery or shipment, prepaid and insured, of the product to Our authorized service facility for repair or replacement.

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.

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

**TERM:**

1. **Replacement Plan:** This Service Agreement shall be effective as of the date You purchased Your product and is inclusive of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 24 month (730 days) extended service agreement, this plan's liability shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 730. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. This Service Agreement shall terminate completely upon replacement of Your product or at the end of the term specified in the sales documentation provided to You with Your purchase of the product and this replacement plan, whichever occurs first. All products replaced under this plan are the property of US in their entirety.
2. **Repair Plan:** This Service Agreement shall be effective as of the date You purchased Your product and is inclusive of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 24 month (730 days) extended service agreement, this plan's liability shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 730.. Both parts and labor coverage under this agreement shall expire at the end of day 730. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. It shall remain in effect, subject to the Limit of Liability defined above, for the term specified in the sales documentation provided to You at time of purchase. All products and/or parts replaced under this plan are the property of US in their entirety.
3. **Accidental Damage From Handling (ADH):** This Service Agreement shall be effective as of the date You purchased Your product. It shall remain in effect, subject to the Limit of Liability defined above, for the term specified in the sales documentation provided to You at time of purchase.

**WHAT IS NOT COVERED:** (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS;" (C) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY; (D) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (E) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE; (F) COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS; (G) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (H) TELEVISION OR PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS, INCLUDING 'BURN-IN' OR BURNED CRT PHOSPHOR, CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE SIGNAL(S), OR OTHER ABUSE; (I) DIGITAL/VIDEO PROJECTOR AND "DLP" TYPE REAR PROJECTION TV'S BULBS; (J) DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN; (K) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL AND/OR EDUCATIONAL OPERATION; (L) EQUIPMENT USED IN INDUSTRIAL SETTINGS; EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (M) ACCIDENTAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR

DISPLAY SCREENS, DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS **IF ADH COVERAGE WAS NOT INCLUDED AS AN INTEGRAL PART OF THE PLAN PURCHASED BY YOU FOR YOUR COVERED PRODUCT**; (N) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS KEYBOARDS, MOUSE, SPEAKERS, MODEMS, WIRING, ETC.; (O) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (P) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (Q) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (R) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (S) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (T) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (U) LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA; (V) CONSUMABLES SUCH AS BATTERIES, BULBS, TONER, RIBBONS, INK CARTRIDGES, DRUMS, BELTS, OR CONSUMER REPLACEABLE PRINTER HEADS; (W) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (X) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS; (Y) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN; (Z) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; (AA) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (AB) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION; (AC) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AD) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS; (AE) DAMAGE TO COMPUTER HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES, APPLICATION PROGRAMS, NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, DATABASES, FILES, DRIVERS, SOURCE CODE, OBJECT CODE OR PROPRIETARY DATA, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA; (AF) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AG) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AH) COMPUTERS WITH ANY OPERATING SYSTEM OTHER THAN DOS, WINDOWS 95 OR HIGHER, MAC OPERATING SYSTEMS; (AI) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES.

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** Call Us at 1-866-927-4801 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We can not resolve the problem, You will be directed to an authorized service center. **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

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

**TRANSFER OF SERVICE AGREEMENT:** This Service Agreement may be transferred to any person in the United States by contacting Us 1-866-927-4801 toll-free.

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

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

**CANCELLATION:** You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call Us at 1-866-927-4801 toll-free. The refund amount of the Service Agreement price will be prorated based on the remaining contract term minus any claims that have been paid or pending. Cancellation by Us will be done in accordance applicable state laws and regulations.

#### **SPECIAL STATE DISCLOSURES**

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if your Service Agreement was purchased in one of the following states and supersede any other provision within your Service Agreement terms and conditions to the contrary.

**ALABAMA only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to you or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. If you cancel this Service Agreement after the first 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. Obligations of the Administrator are backed by the full faith and credit of the Administrator, as well as by contractual liability insurance. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by you relating to the covered property or its use.

**ARIZONA ONLY:**

**Definitions:** A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service company" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

AMT Warranty Corp. is the service contract administrator/provider and the obligor for this Service Agreement in Arizona.

**Cancellation:** If your written notice of cancellation is received prior to the expiration date, we will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the contract. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty.

**WHAT IS NOT COVERED:**

THE FOLLOWING ITEMS AS FOUND UNDER THE SECTION "WHAT IS NOT COVERED" ARE HEREBY DELETED:

- EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS;"
- REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY.

COVERAGE WILL BE EXCLUDED IF PRODUCTS(S) WITH REMOVED OR ALTERED SERIAL NUMBERS; ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; UNAUTHORIZED REPAIRS OR IMPROPER INSTALLATION HAVE OCCURRED AFTER THE CONTRACT START DATE OR WHILE THE COVERED PRODUCT WAS OWNED BY YOU.

**ARKANSAS only:** With respect to Arkansas contract holders, the Obligor under this Service Agreement is the Dealer.

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

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

**CONNECTICUT only:** The term of your Service Agreement is automatically extended by the length of time in which the covered product is in the Administrator's custody for repair under the Service Agreement. If your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the product is in transit for inspection, and until the product is replaced (or equivalent). In the event of a dispute with the Administrator, you may contact the State of Connecticut, Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written

complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the warranty contract. If the Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**FLORIDA only:** The obligor and administrator under this Service Agreement is Technology Insurance Company, Inc. If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement.

**GEORGIA only:** You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator, whereupon the Administrator will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by you, or non-renewal. All service contracts with the following Exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, is hereby amended with respect to Georgia contract holders as follows:

**WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU, THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.**

All Contracts with the following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: **NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS**

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**HAWAII only:** You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to you, or within twenty (20) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations of the Provider under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038. If you have a question or complaint, you may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS only:** The Administrator, AMT Warranty Corp. (and not the dealer or manufacturer), is the obligor of this Service Agreement in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If you cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to you, you shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If you cancel this Service Agreement at any other time or if you cancel after service has been provided to you, you shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If Administrator fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Wesco Insurance Company, which insures the obligor's obligations under this Service Agreement, at the following address: 59 Maiden Lane, New York, NY 10038

**INDIANA only:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**KANSAS only:** With respect to Kansas contract holders, the obligor under this Service Agreement is the Dealer.

**KENTUCKY only:** If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim may be submitted to Wesco Insurance Company, which insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**MAINE:** With respect to Maine contract holders, the Obligor under this Service Agreement is the Dealer.

**MICHIGAN:** With respect to Michigan contract holders, the Obligor under this Service Agreement is the Dealer.

**MISSOURI:** With respect to Missouri contract holders, the Obligor under this Service Agreement is the Dealer.

**NEVADA only:** This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions, or for any form of consequential damages.

**The cancellation provision in your Service Agreement is hereby deleted and replaced with the following:**

This Service Agreement is void, and we will refund to you the purchase price of the contract, if no service or replacement claim has been made and you return the contract within 20 days after the date we mailed to you or otherwise sent to you these terms and conditions, or within 10 days we furnished you with a copy of these terms and conditions when this contract was purchased. We will refund to you the purchase price of this contract within 45 days after it has been returned to us. If the provider does not refund the purchase price within 45 days, the provider will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement.

We may not cancel this contract once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the service contract purchase price; the contract holder being convicted of a crime which results in an increase in the service required under this contract; discovery of fraud or material misrepresentation perpetrated by you in purchasing this contract or obtaining service; the discovery of an act or omission, or a violation of any condition of the this contract by you which substantially and materially increases the service requested under the Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this contract, the Administrator and/or Obligor liability is limited to the original retail purchase price you paid for such product. We may not cancel this service contract until at least fifteen (15) days written notice has been mailed to you. Obligations under this Service Agreement are insured under a contractual liability insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038.

**MISSOURI:** With respect to Missouri contract holders, the Obligor under this Service Agreement is the Dealer

**NEW HAMPSHIRE only:** In the event you do not receive satisfaction under this Service Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The Administrator's obligations under this Service Agreement are insured by a policy of insurance issued by Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, you may apply directly to the insurer at 1-866-505-4048 or at the above address.

**NEW JERSEY:** With respect to New Jersey contract holders, the Obligor under this Service Agreement is the Dealer.

**NEW MEXICO only:** You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to you. If you made no claim, the contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of you in a crime that results in an increase in the service required under the service contract; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by you which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

**NEW YORK only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply 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 fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**NORTH CAROLINA only:** The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by you, or in violation of any of the terms and conditions of this Service Agreement. If you cancel your Service Agreement, you will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. Obligations under

this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038. With respect to North Carolina contract holders, the Obligor under this Service Agreement is the Dealer.

**OKLAHOMA only:** The obligor under this Service Agreement is the service contract Administrator. In the event you cancel this Service Agreement, you shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. In the event the Administrator cancels this Service Agreement, you shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price, less the cost of any service received. This Service Agreement is administered by AMT Warranty Corp.

**PENNSYLVANIA:** With respect to Pennsylvania contract holders, the Obligor under this Service Agreement is the Dealer.

**SOUTH CAROLINA only:** In order to prevent damage to the covered product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the product in accordance with manufacturer's specifications and/or owner's manual, or 2) failure to use reasonable means to protect your product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail you written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, which insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. In the event you have a question or complaint, you may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel the Service Agreement, we will mail a written notice to you at your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by the Administrator within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-512-463-2906 or 1-800-803-9202.

**UTAH only:** We may cancel this Service Agreement by providing you with (30) days' written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing you with ten (10) days written notice if the reason for cancellation is non-payment by you. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached the customer can proceed with repairs. The Administrator will reimburse the customer or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

**VERMONT only:** You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. The provider's obligations under this Service Agreement are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the provider, the claim can be submitted to Wesco Insurance Company, who insures the provider's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**WASHINGTON only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to you at your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**WISCONSIN only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administration, the claim can be submitted to Wesco Insurance Company, who insures the Administrator's obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. The Administrator shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). Lack of pre-authorization shall be the sole grounds for a claim denial - however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense

**WYOMING only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038.

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

AMT-EWGTC-00A (12-08)\_DOP



Tel:	1-866-927-4801
Fax:	1-866-268-0721
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Web:	<a href="http://espsys.amtrustgroup.com">http://espsys.amtrustgroup.com</a>