

---

## SERVICE CONTRACT TERMS & CONDITIONS

---



Administrator: Warrantech Consumer Product Services, Inc.

P.O. Box 1189

Bedford, TX 76095

Telephone: 1-877-308-8071

[www.MySmartGuard.com](http://www.MySmartGuard.com)

**CONGRATULATIONS!** Thank You for Your recent purchase of the SmartGuard Protection Plan (the **"Service Contract"**). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, 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 Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

---

### DEFINITIONS

---

Throughout this Service Contract, the following capitalized words have the stated meaning –

**"We", "Us", "Our"**: the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, New York, 10038). **"Administrator"**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). **"Retailer"**: the seller that has been authorized by Us to sell this Service Contract to You. **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Service Contract. **"Original Purchase Price"**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales receipt. **"Product(s)"**: the item(s) which You purchased with and is covered by this Service Contract. **"Term"**: the period of time in which the provisions of this Service Contract are valid. **"Failure"**: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **"Power Surge"**: damages to the Product resulting from an oversupply of voltage to Your Product while 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. **"Deductible"**: the amount You are required to pay, per claim, for services covered under this Service Contract (if any). **"Commercial Use"**: any non-residential use; including rental, business, educational and institutional, but not including heavy industrial use. **"Abuse"**: the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or failure. **"Cosmetic Damage"**: damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. **"Pre-Existing Condition"**: a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Service Contract was purchased.

**Please contact the Administrator if You have any questions about this Service Contract.**

---

### PRODUCT ELIGIBILITY

---

This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer's warranty valid in the United States, and not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must also be solely intended for normal indoor household use; including home office settings, and not intended for Commercial Use; unless "Commercial Coverage" has been purchased as evidenced on Your sales receipt. Accessories, external peripheral devices and/or add-on options that attach to Your Product are not covered under this Service Contract; unless such are purchased separately and this Service Contract is specifically purchased for such to be the "Product" covered under this Service Contract, as evidenced on Your sales receipt.

---

### SERVICE CONTRACT TERM

---

**EFFECTIVE DATE OF COVERAGE:** Coverage for damages to Your Product resulting from Power Surge, or if "ADH Coverage" is purchased, accidental damage from handling, begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your sales receipt. Coverage for a Failure resulting from mechanical or electrical breakdown, as referenced within the definition of "Failure" above, begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term.

---

### WHAT IS COVERED – GENERAL

---

In accordance with the SERVICE CONTRACT TERM described above, We agree to provide the services outlined in the applicable BASE PLAN COVERAGE section for Your Product if it experiences a Failure. **IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT.** Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference.

## BASE PLAN COVERAGE

- **Replacement Plan:** If You purchased the Replacement Plan (“Your Plan”), in the event of a covered claim Your Plan provides replacement of Your originally covered Product, or at Our sole discretion, reimbursement for the cost of replacement (up to the Original Purchase Price). Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand (if unavailable), and will include a manufacturer’s warranty. Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: the Replacement Plan is limited to one replacement for Products with an Original Purchase Price of less than \$300, and does not cover any servicing trip or labor charges. Any and all parts or units replaced under this Service Contract become Our property in their entirety.
- **Repair Plan:** If You purchased the Repair Plan (“Your Plan”), in the event of a covered claim Your Plan provides labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand, and will include a manufacturer’s warranty. Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: If Your Product is replaced, then this Service Contract is considered fulfilled and coverage ends. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

## ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

- **NO LEMON GUARANTEE:** Within any twelve (12) month period of Your Term, if the same Product has three (3) service repair claims paid by Us for the same problem; which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and a fourth (4th) repair is required for the same fault, We will replace that Product one of like kind and quality, but not necessarily same brand (if unavailable), or issue a voucher for the Original Purchase Price of the Product, at Our sole discretion. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER’S WARRANTY PERIOD ARE NOT CONSIDERED “QUALIFYING SERVICE REPAIRS” UNDER THIS NO LEMON GUARANTEE.
- **FOOD LOSS PROTECTION (for refrigerator and freezer Product types ONLY):** If Your Product experiences a covered Failure, We will provide reimbursement for the amount You paid to replace the food items that were lost as a direct result of such Failure, at a rate of \$5.00 per cubic foot; up to a maximum of \$250 per year. To receive reimbursement, You will need to provide Us with an itemized list of all food items lost along with a copy of Your sales receipt for the purchased replaced food items.

## OPTIONAL COVERAGES *(for additional purchase; not available with all Products)*

- **Commercial Coverage:** provides the coverage outlined in Your Plan for Product(s) that are intended for Commercial Use (as defined). IMPORTANT – If the product meets the definition of Commercial Use, purchase of Commercial Coverage is required in order for such product to be eligible for the coverage outlined in this Service Contract. THIS SERVICE CONTRACT DOES NOT PROVIDE COVERAGE FOR ANY COMMERCIAL USE PRODUCT UNLESS THIS “COMMERCIAL COVERAGE” HAS BEEN PURCHASED AND IS EVIDENCED ON YOUR SALES RECEIPT.
- **Accidental Damage from Handling Coverage (“ADH Coverage”):** if purchased and evidenced on Your sales receipt, ADH Coverage provides additional protection for Your Product against sudden and unforeseen accidental damage; provided such damage was during the course of regular use of the Product by You, and subject to the exclusions listed in the WHAT IS NOT COVERED section except for the following: repairs or damage resulting from dropping the Product, liquid, or in connection with screen breakage are covered under this ADH Coverage benefit. IMPORTANT – If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, You should utilize them to help protect the Product against damage. If You suspect damage or breakdown of Your Product, You should immediately take reasonable precautions to protect the Product against further damage and contact the Administrator. *This ADH Coverage benefit is limited to that which is necessary as a result of sudden and unforeseen accidental damage only.*

## DEDUCTIBLE

There is no Deductible required to obtain service on Your Product.

## PLACE OF SERVICE

Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product’s original manufacturer’s warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product:

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, We will pay for the shipping costs required to ship Your Product to and from Our authorized depot center.

- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

---

#### LIMIT OF LIABILITY

In accordance with Your Term, the total amount that We will pay for services in connection with all claims pursuant to this Service Contract will not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace the Product for any reason, Our obligation under this Service Contract for the Product will be considered fulfilled and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL 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, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT; INCLUDING ANY INHERENT PRODUCT FLAWS.

---

#### IF YOUR PRODUCT NEEDS SERVICE

If You need to file a claim under this Service Contract, You must contact the Administrator to obtain a repair authorization number prior to having any repairs made to Your Product. For fast service, log onto [www.MySmartGuard.com](http://www.MySmartGuard.com) and have Your proof of Product purchase (sales receipt) readily available when You contact the Administrator. Do not return Your Product to Your Retailer unless so instructed by the Administrator, and if instructed to do so, a copy of Your sales receipt and a brief written description of the problem must accompany Your Product. NOTE: We are not liable for freight charges or damage due to improper packaging by You or Your representative. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, You will also receive further instructions on how to obtain service for Your Product. In the event Your Service Contract expires during the time of an approved claim, this Service Contract is extended until the claim has been fulfilled.

---

#### WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM: (a) Pre-Existing Conditions, as defined, incurred or known to You; (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals or any items considered to be expendable or consumer replaceable; (d) Products that are used in heavy commercial or industrial applications/operations, or intended for Commercial Use, as defined, unless "Commercial Coverage" is evidenced on Your sales receipt; (e) Riot, nuclear radiation, war / hostile action, radioactive contamination, etc.; (f) Neglect, negligence, misuse, Abuse, vandalism, theft, or malicious mischief or disappearance; (g) Rust, corrosion, warping, bending; (h) animals, animal inhabitation or insect infestation; (i) Causes beyond Your control; such as battery failure/leakage, inadequate plumbing, environmental conditions, exposure to weather conditions or external perils of nature (including but not limited to: fire, flood, smoke, sand, dirt, lightning, humidity, storms, wind, hail and earthquake); (j) Operation of the Product outside of the manufacturer's operational or environmental specifications; (k) Collision, collapse or explosion of / with another object; (l) Dropping the Product, liquid, or screen breakage; unless "ADH Coverage" is evidenced on Your sales receipt; (m) Damage to a covered part caused by a non-covered part; (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would otherwise void the original manufacturer's warranty or that is contrary to the design and function for which the Product was originally intended; (o) Operational errors; (p) Loss of electricity, "power brown-out" or improper use of electricity; (q) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (r) Products subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs; (s) Merchandise sold without a manufacturer's warranty or "AS IS" (unless otherwise specified herein); (t) Merchandise that has removed or altered serial numbers; (u) Consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us; (v) Non-Failure problems, including but not limited to: Cosmetic Damage, imperfections, noises, squeaks, etc.; (w) Normal periodic or preventive maintenance, user education or set up adjustments; (x) Any service of the Product that is covered by a warranty, other service contract, or insurance; (y) Structural items or frames (unless otherwise specified herein); (z) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product; (aa) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, water filters, bags, baskets, batteries, bolts, cables, connectors, cords, knob, fuses, glass, handles, hinges, external hoses, latches, liners, lint screens, masks, moldings, plastic body or door seal; (ab) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements; (ac) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or (ad) Any service performed outside of the United States of America, its territories, or Canada.

---

#### 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.

---

#### CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less any claims paid by Us. If such request is made after 30 days of the purchase of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us.

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

---

#### 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 Product covered under this Service Contract within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract 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.

---

#### RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

---

#### TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

---

#### IMPORTANT PRODUCT INFORMATION

If Your Product is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-877-308-8071, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Please note that in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

---

#### ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, 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 REQUIREMENTS

**Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract 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 Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

**Alabama Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract. 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 Contract.

**Arizona Only: 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 Exclusions section. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You.

**Arkansas Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**California Only:** This Service Contract 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 request cancellation of this Service Contract and the refund is not paid or credited within thirty (30) days of Your cancellation request 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 Contract. If You cancel this Service Contract within thirty (30) days of receipt of this Service Contract, You will receive a full refund of the purchase price, less any claims paid. If You cancel after thirty (30) days of receipt of this Service Contract, You will receive a pro rata refund of the Service Contract purchase price, less any claims paid. AMT Warranty Corp. (License # SA-42) is the Service Contract Obligor and Warrantech Consumer Product Services, Inc. (License # SA-1) is the Service Contract Administrator for this Service Contract.

**Connecticut Only:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty contract. You may cancel Your Service Contract if Your Product is sold, lost, stolen, or destroyed. **CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

**Florida Only:** this Service Contract is an agreement between You and Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038; License No. 03605). You may cancel Your Service Contract by informing the selling dealer or the Administrator of Your cancellation request. In the event the Service Contract 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 Contract 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, less any claims that have been paid. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Only:** The Administrator may not cancel this Service Contract 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. In no event will claims be deducted from any refund. This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. PRE-EXISTING - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You.

**Hawaii Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**Illinois Only:** Covered Products must be in place and in good operating condition on the effective date of coverage and become inoperative due to Failure after the effective date of this Contract. The following amends the **CANCELLATION** section of Your Service Contract - If You cancel within the first thirty (30) days after purchasing this Service Contract and no claims have been paid, You will receive a 100% refund of the full purchase price of Your Service Contract, If You cancel within the first thirty (30) days after purchasing this Service Contract and claims have been paid, You will receive a pro-rata refund of the Service Contract purchase price based on the time remaining on Your Service Contract. 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 Contract purchase price based on the time remaining on Your Service Contract, less any claims paid.

**Indiana Only:** Your proof of payment to the issuing vendor for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. PRE-EXISTING - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You.

**Maine Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**Maryland Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**Massachusetts Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**Minnesota Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract.

**Missouri Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract. 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 Contract purchase price. In no event will claims paid be deducted from a cancellation refund.

**Nevada Only:** This Service Agreement is not renewable. The following amends the **CANCELLATION** sections of this Service Agreement. If You cancel this contract and the refund is not processed within 45 days of Your cancellation request to Us, a penalty of 10% of the Service Contract price paid will be added to the refund for every 30 days the refund is not paid. In no event will claims be deducted from any refund.

**New Hampshire Only:** 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.

**New Mexico Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) days of Your cancellation request 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 Contract.

**New York Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after return of Your cancellation request 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 Contract.

**North Carolina Only:** The purchase of a Service Contract is not required in order to obtain financing for the Product. We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

**Oklahoma Only:** This is not an insurance contract. Coverage afforded under this Service Contract 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 Contract 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 Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro-rata provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. **WHAT IS NOT COVERED, Exclusion (n) – is deleted and replaced with the following: (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would otherwise that would cause the original manufacturer's warranty to become voidable or that is contrary to the design and function for which the Product was originally intended.**

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

**South Carolina Only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of You cancellation request 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 Contract. 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 Only:** 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. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata, 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 Contract 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 Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. If We cancel this Service Contract, 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 Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.

**Utah Only:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract 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 Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract 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 contact the Administrator at 877-308-8071 to obtain a repair authorization number prior to having any repairs made to Your Product. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedures 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 Only:** **The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days of Your cancellation request 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 Contract. In the event We cancel this Service Contract, 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, 43<sup>rd</sup> 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 Only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Contract at any time. 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 this Service Contract, 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 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 the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

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. Unauthorized repairs may not be covered.

The **GUARANTY** section is amended to include: 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, 43<sup>rd</sup> Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming only:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days of Your cancellation request 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 Contract. If We cancel this Service Contract, 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.MySmartGuard.com](http://www.MySmartGuard.com) or Call 1-877-308-8071 to have a copy mailed to You.***