

SERVICE AGREEMENT

DEFINITIONS: "We", "Us" and "Our" shall mean AMT Warranty Corp., 5800 Lombardo Center, Cleveland, OH 44131, except in Florida where "We", "Us" and "Our" shall mean **Technology Insurance Company, Inc., FL License #03605, 59 Maiden Lane, 6th Floor, New York, NY 10038** "You" or "Your" shall mean the purchaser of the Product(s) covered by this Service Agreement. "Product" shall mean the item(s) which you purchased concurrently with and is covered by this Service Agreement. "Failure" means the mechanical or electrical breakdown of the Product caused by defects in materials or workmanship during normal usage of Your Product. "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 agree to furnish or pay for labor or 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. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace the Product with a product of equal or similar features and functionality. If the Product is replaced, 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. This Service Agreement does not cover repairs to the Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

ADDITIONAL BENEFITS:

- 1. ELECTRICAL SURGE PROTECTION:** This Service Agreement also covers the electrical or mechanical failure of Your product(s) resulting from power surge caused by lightning or power outage. **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.**
- 2. FOOD LOSS PROTECTION FOR REFRIGERATORS OR FREEZERS ONLY:** We will reimburse You up to \$100.00 in any one (1) year of coverage for any food spoilage resulting from a covered mechanical or electrical failure of Your Product. We reserve the right to request purchase receipts and/or a list of spoiled contents for food spoilage claims reported to Us.
- 3. NO LEMON GUARANTEE:** If Your Product has three service repairs completed, which repairs are covered by this Service Agreement, and a fourth such repair is required, as determined by Us, within any twelve (12) month period, Your Product will be replaced with a comparable product of equal or similar features and functionality. The cost of the replacement shall not exceed the original purchase price of Your Product and may be less due to technological advances. Upon replacement of Your Product, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims for its repair or replacement.

DEDUCTIBLE: There is no deductible required to obtain service on Your 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 We make payments for repairs, which in the aggregate, are equal to the purchase price or We replace the Product, 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. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

TERM: Except as set forth below, coverage under this Service Agreement begins upon expiration of the shortest portion of the original manufacturer's 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 12 month (365 days) extended service agreement, this Service Agreement shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Service Agreement shall expire at the end of day 455.

Electrical surge protection and food loss protection benefits begin on the date You purchase Your Product. During the manufacturer warranty period, the product manufacturer has primary responsibility for the repair of Your Product, unless the Failure of Your Product resulted from an electrical power surge. This Service Agreement 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 Service Agreement become OUR property in their entirety.

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) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION; (I) EQUIPMENT USED IN INDUSTRIAL SETTINGS; EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (1) 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; AND (2) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (J) ANY AND ALL ACCIDENTAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR DISPLAY SCREENS, DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (K) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS ELECTRICAL WIRING, WATER OR GAS PIPING, HOSES, DUCTWORK, DRAINS, ETC.; (L) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (M) 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; (N) 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; (O) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (P) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (Q) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (R) LOSS OR DAMAGE DUE TO FAILURE TO REPLENISH OR REPLACE COOLANTS, LUBRICANTS, REFRIGERANT OR ANY OTHER FLUID REQUIRED BY THE MANUFACTURER; (S) CONSUMABLES SUCH AS FILTERS, VACUUM CLEANER BAGS, BATTERIES, BULBS, DRUMS, SEWING MACHINE NEEDLES, KNOBS, ANY BELTS, DRIVE BELTS OR OTHER OPERATING SUPPLIES; (T) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (U) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS; (V) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN; (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; (X) 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.); (Y) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION; (Z) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AA) 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; (AB) 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; (AC) ANY AND ALL REMOTE CONTROLS; (AD) REPLACEMENT OF REFRIGERANT OR FLUIDS UNLESS THE LOSS IS CAUSED BY A COVERED FAILURE; (AE) ANY COVERED PRODUCT USED FOR ANY PURPOSE OTHER THAN SINGLE FAMILY HOUSEHOLD PURPOSES; (AF) 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; (AG) EXPENSES INCURRED FROM THE DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION.

SAFETY

In the event that Our authorized service center determines that it can not service Your Product(s) due to poor accessibility, unsafe working conditions, an adult over the age of 18 is not present, or that it cannot restore Your Product(s) to safe, working conditions due to reasons beyond the scope of this Service Agreement, such as (but not limited to) code violations, improper storage, installation, use or movement of the Product(s), including the failure to place the Product(s) in an area that complies with the manufacturer's published space or environmental requirements, Our authorized service center shall not be required to proceed with the covered repair until You remedy the applicable hazard at Your cost. You will also be responsible for the full cost of the original service call.

WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE: Call Us at 866-505-4795 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.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred to any person in the United States by contacting Us at 866-505-4795 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, 6th 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 866-505-4795 toll-free. If You cancel within the first thirty (30) days after purchasing this Service Agreement You will receive a full refund, less any claims paid or pending. If You cancel after thirty (30) days following Your purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee of \$10.00 or 10% of the Service Agreement plan price, whichever is less.

We may cancel this Service Agreement for the following reasons: nonpayment of the Service Agreement plan price, fraud or material misrepresentation. If We cancel this Service Agreement, We will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

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.

If You purchased this Service Agreement in CA, CO, ME, MI, NC, NJ, PA, the Obligor under this Service Agreement is the Dealer.

ALABAMA ONLY: If You cancel this Service Agreement and made no claim, this Service Agreement is void and the full purchase price will be refunded to You

ARIZONA ONLY: Definitions: “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 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 this Service Agreement. 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. No Service Agreement shall be cancelled or voided by Us due to pre-existing conditions, prior use or unlawful acts relating to Your Product, misrepresentation by Us or any of Our assignees or ineligibility for Our program due to Your Product being a “Gray Market” import or product.

CALIFORNIA ONLY: In California, “We”, “Us” and “Our” shall mean the dealer from whom You purchased the Product. 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 thirty (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; or if your Service Agreement and cancellation notice is cancelled by written notice after thirty (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 ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. The Administrator has obtained an insurance policy to insure Our performance under this Service Agreement. Should We or the Administrator fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event that You cancel this Service Agreement, should We or the Administrator 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, 6th Floor, New York, NY 10038.

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.

CONNECTICUT ONLY: The term of Your Service Agreement is automatically extended by the length of time in which Your 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 Service Agreement. The following is added to the CANCELLATION: provision paragraph one: You may cancel the Contract if You return the product or the product is sold, lost, stolen or destroyed.

FLORIDA ONLY: The rate charged to You for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

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, in accordance with section 33-24-44 of the Georgia code.

HAWAII ONLY: 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.

INDIANA ONLY: Your payment to Us constitutes proof of premium payment to Wesco Insurance Company.

MICHIGAN ONLY: If We are unable to perform under this Service Agreement due to a strike or work stoppage at the company's place of business, the effective period of this Service Agreement shall be extended for the period of the strike or work stoppage.

NEVADA ONLY: We may not cancel this Service Agreement once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Service Agreement purchase price; Your conviction of a crime which results in an increase in the service required under this Service Agreement; discovery of fraud or material misrepresentation perpetrated by You in purchasing this Service Agreement or obtaining service; the discovery of an act or omission, or a violation of any condition of the this Service Agreement by You which substantially and materially increases the service requested under this 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 Service Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this Service Agreement, 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 Agreement until at least fifteen (15) days written notice has been mailed to You.

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.

NEW MEXICO ONLY: We 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 Agreement; 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 hereunder.

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.

OKLAHOMA ONLY: In Oklahoma, this Service Agreement is between You and the Provider/Obligor. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. **The cancellation provision in this Service Agreement is hereby deleted and replaced with the following:** You may cancel this Service Agreement at any time by providing notice to Us at the address indicated above. We may cancel this Service Agreement only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Service Agreement, You shall receive a full refund of the purchase price. If You cancel after the first forty-five (45) days of coverage, or have made a claim within the first 45 days, You shall receive a 90% pro rata refund of the purchase price less a cancellation fee equal to the lesser of \$25 or 10% of the unearned pro rata premium. In the event this Service Agreement is cancelled by Us, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price. Refunds owed and not paid within thirty (30) days shall include a ten percent (10%) penalty fee per month.

OREGON ONLY: Pursuant to ORS 36.600-36.370 if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration

shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws. The Provider/Obligor is AMT Warranty Corp., 5800 Lombardo Center, Cleveland, Ohio 44131, 1-877-878-7576.

SOUTH CAROLINA ONLY: In order to prevent damage to Your Product, please refer to the owner's manual. 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: 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 ten (10) days written notice if the reason for cancellation is non-payment by You. This Service Agreement must be paid in full at the time of purchase or financed, and 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, You may proceed with repairs, and the Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

WASHINGTON ONLY: In the event the Administrator or We cancel this Service Agreement, the Administrator will mail 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 Our obligations under this Service Agreement, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

WISCONSIN ONLY: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. 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: The Cancellation section is deleted in its entirety and replaced with the following: This Service Agreement shall require Us to permit the original Purchaser to return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to the original Purchaser or within ten (10) days if the Service Agreement is delivered to the Purchaser at the time of sale or within a longer time period as otherwise permitted under this Service Agreement. Upon return of this Service Agreement to Administrator or Us within the applicable time period, if no claim has been made under this Service Agreement prior to its return to Administrator or Us, this Service Agreement is void and We shall refund to the original Purchaser, or credit the account of the original Purchaser, with the full purchase price of the Service Agreement. The right to void the Service Agreement provided in this subsection is not transferable and shall apply only to the original Purchaser, and only if no claim has been made prior to its return to Administrator or Us. If We cancel this Plan for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the Product or its use, We will mail a written notice to You at least ten (10) days prior to the cancellation of this Service Agreement. Such notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

In **AL, AZ, HI, MD, MN, NV, NM, NY, SC, TX, WA** and **WY**, if You cancel within thirty (30) days of purchasing this Service Agreement, and do not receive a refund within thirty (30) days, We will apply a penalty fee of ten percent (10%) per month to Your refund.

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 unless amended by State Specific Disclosures.