

Thank You for Your recent purchase of the GearGuard coverage (the “**Service Contract**”, “**Contract**”). We hope You enjoy the added peace of mind and protection this Contract provides. This document along with the receipt document (paper or e-mail) provided to You as proof of Your product and Contract purchase, that confirms the Plan selected by You, any additional benefits, and the coverage Term (the “**Purchase Receipt**”), constitutes the entire Service Contract between Us and You. Please keep this document along with your original Purchase Receipt, as You will need them to verify Your coverage at the time of Claim.

Throughout this Service Contract, the words “**We**”, “**Us**” and “**Our**” means the party obligated to provide service under this Service Contract as the service contract provider, who is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21<sup>st</sup> Floor, Cleveland, OH 44114. (**For Florida residents only, this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202), 2200 Highway 121, Suite 100, Bedford, TX, 76021. For Washington residents only, this Service Contract is an agreement between You and AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.**) The words “**You**” and “**Your**” refer to the purchaser of the product covered by this Service Contract or to the person to whom this Service Contract was properly transferred. “**Failure**” refers to an operational or mechanical breakdown to Your covered product that occurs during normal use. This Service Contract is administered by White River Financial Services, L.L.C., 2500 East Kearney Street, Springfield, MO 65898, 1-877-920-4400 (“**Administrator**”). Please contact the Administrator if You have any questions about this Service Contract.

**1. COVERAGE PLANS:**

**A. REPLACEMENT PLAN:**

- i. **WHAT IS COVERED.** At Our determination, when Your covered product experiences a Failure, damage resulting from Power Surge and Spike, or Accidental Damage from Handling (ADH) if applicable to Your covered product, You will receive reimbursement for replacement of Your product in the form of a gift card equal to the original purchase price paid by You for Your covered product; excluding any sales tax.
- ii. **TERM OF COVERAGE.** The term for a Replacement Plan will begin upon date of purchase of this Service Contract, as shown on Your Purchase Receipt. Coverage for damages to Your covered product resulting from defined Power Surge and Spike, or other non-Failure covered claims applicable to Your covered product, begins on Your Contract purchase date and continues for the term shown on Your Purchase Receipt. Coverage under a Replacement Plan for a defined Failure ONLY will begin after a SIXTY (60) DAY WAITING PERIOD, from day 61 through the end of the term specified on Your Purchase Receipt. For any product replacement requests during the first 60 days, please contact the retailer from whom You purchased this Service Contract.
- iii. **LIMIT OF LIABILITY.** The maximum liability owed to You under the Repair Plan will not exceed the original purchase price paid by You for Your covered product; excluding any sales tax. Replacement of Your product will have satisfied all obligations owed to You and coverage will then no longer be available under this Service Contract. The Replacement Plan does not cover trip, labor, or shipping charges.

**B. REPAIR PLAN:**

- i. **WHAT IS COVERED.** At Our determination, We will furnish labor, parts, and/or replacement components (or pay for same) necessary to repair Your covered product when it experiences a Failure, damage resulting from Power Surge and Spike, or Accidental Damage from Handling (ADH) if applicable to Your covered product. The covered product under this Service Contract only includes the product as it was originally configured and paid for under this Service Contract, and coverage includes only the parts that are necessary to the functionality of the covered product.
- ii. **TERM OF COVERAGE.** The term for a Repair Plan will begin upon date of purchase of this Service Contract, as shown on Your Purchase Receipt. Coverage for damages to Your covered product resulting from defined Power Surge and Spike, or other non-Failure covered claims applicable to Your covered product, begins on Your Contract purchase date and continues for the Term shown on Your Purchase Receipt. Coverage for a defined Failure under a Repair Plan will begin after the expiration of the covered product's original manufacturer's warranty, and will extend through the end of the term specified on Your Purchase Receipt.
- iii. **LIMIT OF LIABILITY.** The maximum liability owed to You under the Repair Plan will not exceed the original purchase price paid by You for Your covered product; excluding any sales tax. We, at Our sole discretion, will determine if (a) replacement of Your product with a product with equivalent specifications, (b) reimbursement for the current market value of the product with equivalent specifications, or (c) reimbursement for the retail value of the product as of the product purchase date, less claims made, minus sales tax, will be made in lieu of service repairs. Replacement of Your product will have satisfied all obligations owed to You and coverage will then no longer be available under this Service Contract.

**2. ADDITIONAL BENEFITS UNDER THIS SERVICE CONTRACT:**

- A. **POWER SURGE AND SPIKE:** In addition to coverage for a defined Failure, this Service Contract protects against damage to a covered product if such damage occurs while connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL). Your surge protector may be collected by the Administrator for examination.
- B. **ACCIDENTAL DAMAGE FROM HANDLING (ADH):** This provides coverage for the damage to Your product resulting from accidental damage from handling, such as unintentional dropping of the product, or in association with screen breakage or liquid spillage. In order to validate an ADH claim, You will be required to provide an explanation of where, when and how the accident occurred, as well as a detailed description of the actual event. Failure to provide this information may result in claim denial. **ANY RESULTANT INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING FROM AN ADH CLAIM IS NOT COVERED BY THIS SERVICE CONTRACT.**
- C. **NO LEMON GUARANTEE:** During the term of this Service Contract, when three service repairs, with three separate claim numbers, have been completed on the same component, and that same component requires a fourth repair, as determined by Us, Your product will be replaced according to the terms in the Limit of Liability section. This does not include repairs necessary during the manufacturer's warranty period or previous service contract terms.

**3. TO OBTAIN AUTHORIZATION FOR REPAIR OR REPLACEMENT:**

**Important Notice:** In order for a Claim to be considered for coverage under the provisions of this Contract, You have to contact the Administrator first. Contact is available 24/7. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

- A. You must obtain prior authorization by submitting a claim at [www.mygearguard.com](http://www.mygearguard.com) or by calling the Administrator at 1-877-920-4400.
- B. You must have Your original covered product and Purchase Receipt available to submit a claim.
- C. You will be required to answer a series of questions regarding the product's damage or Failure in order to obtain authorization.
- D. Once authorization is obtained:
  - i. **For Replacement Plans:** You will be required to return the product using a prepaid shipping label provided by the Administrator. At Our determination, You will receive reimbursement in the form of a gift card up to the original purchase price paid by You for Your covered product; excluding any sales tax. At Your request, non-covered products will be returned to You at Your cost.
  - ii. **For Repair Plans:** We will arrange for service and We will cover the reasonable parts and labor costs that We authorize. Repair service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays. Repair service will be provided, at Our sole discretion, either through an authorized carry-in repair facility, an in-home repair service visit, or mail-in to Our depot repair facility. If carry-in service is required, You will be required to

transport Your product to an authorized repair facility. If mail-in depot repair service is required, We will cover the cost of shipping Your product to and from the depot repair facility.

4. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered product. You are responsible for creating back-ups of all Your data and software on a regular basis. You may be asked to provide Your Purchase Receipt as a condition for receiving service under this Service Contract. **Your original Purchase Receipt should be kept with this Service Contract in a safe place.**
5. **RENEWABILITY & TRANSFERABILITY:** If You wish to transfer or renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current term. Renewability and/or Transferability is determined at Our sole discretion and may not be available. Neither You, the retailer, nor We are obligated to renew this Service Contract beyond its original term.
6. **PARTS:** We may, at Our option and discretion, repair, replace or exchange Your covered product with an equivalent product of equal kind and quality, that is new or refurbished. Non-original manufacturers' parts may be used if original equipment manufacturer parts are unavailable. Repair services may also be performed by subcontractors authorized by Us, but We shall not be relieved of Our obligations to You when doing so.
7. **IMPORTANT NOTE:** Repairs recommended by a repair facility that are not necessitated by a Failure are not covered, unless specifically authorized by the Administrator. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the term of this Service Contract. Model number, serial number and original date of purchase of all products to be covered must be provided to execute authorization for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer, You must call to cancel the appointment in advance of the agreed upon time of service. If the product is found to be performing to the manufacturer's specifications, it will be returned to You.
8. **DEDUCTIBLE:** No deductible applies to this Service Contract.
9. **LIMITATIONS OF COVERAGE – THIS SERVICE CONTRACT DOES NOT COVER:**
  - A. Any covered product located outside the contiguous United States, Hawaii or Alaska.
  - B. Pre-Existing conditions incurred prior to the effective date of coverage and known to You (Pre-Existing means a condition in existence prior to the issuance of this Service Contract that within all reasonable functional, mechanical, or electrical probability relates to the overall fitness of Your covered product).
  - C. Service required as a result of any unauthorized alteration of the covered product; repairs made by anyone other than a service provider authorized by the Administrator.
  - D. Damage or other failure to the covered product due to causes beyond Our control; including, but not limited to: necessary repairs due to operator negligence; failure to maintain the covered product according to the owner's manual instructions; misuse or abuse; vandalism; theft; mysterious disappearance; viruses; fire; flood; wind; freezing; power failure; short circuits; inadequate power supply; unusual atmospheric conditions; acts of war; or acts of God.
  - E. Necessary service due to improper storage, improper ventilation, reconfiguration of covered product, or movement of covered product; including the failure to place the covered product in an area that complies with the manufacturer's published space or environmental requirements.
  - F. Any utilization of the covered product that is inconsistent with either its original design or the way the manufacturer originally intended the product to be used; negligence; reckless, abusive, willful or intentional conduct associated with handling or use of the covered product; or the use of supplies with the covered product other than those recommended by the manufacturer.
  - G. Any part or accessory which is not necessary to the functionality of the covered product; such as those which are used in conjunction with or to enhance the performance of the covered product.
  - H. Periodic checkups or preventative maintenance.
  - I. Any coverage that would have otherwise been provided under the manufacturer's warranty, regardless of manufacturer's ability to pay for such repairs, including any and all cases in which the manufacturer of the covered product would not honor any warranty regarding the covered product.
  - J. Covered products used commercially or in a commercial setting, rentals.
  - K. Cosmetic damage and/or other damage that does not affect the product's functionality; such as, but not limited to: scratches; dents; rust; stains; squeaking or other noises.
  - L. Nonfunctional parts; such as, but not limited to: plastics; finishes; knobs; or dials.
  - M. Expendable or lost items; such as, but not limited to: ear buds or head phones.
  - N. Consumable Items; defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the covered product; regardless if it is consumer replaceable or not. For covered products that are considered to be consumer electronics, Consumable Items particularly include light bulbs, lamps, filters, and batteries.
  - O. In-warranty parts not provided or shipped by the manufacturer; operational or mechanical failure covered by manufacturer's recall or factory bulletins, regardless of manufacturer's ability to pay for such repairs, or whether or not the manufacturer is doing business as an ongoing enterprise.
  - P. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered product, or damages as a result of any repairs or replacements under this Service Contract. Damages caused by delays in rendering service or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts are not covered.
  - Q. Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered product.
  - R. Operational or mechanical failure that is not reported within thirty (30) days of failure onset, or prior to the expiration of this Service Contract. Any claim for service or replacement that was not prior authorized by the Administrator.
  - S. Products sold without a manufacturer's warranty or sold "as is", or new products with less than thirty (30) days left on the original manufacturer's warranty.
  - T. Loss or damage as a result of violation of existing federal, state and municipal codes; including repairs to products not complying with said codes.
  - U. Products in which the attached serial plate has been removed, defaced or made illegible.
  - V. Any incident in which a "no failure found" (or similar) diagnosis is made by Us or Our representative. Additional shipping charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
  - W. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal made by You or Your representative.
  - X. De-installation and/or removal of defective equipment and reinstallation of replaced equipment, or adjustments and/or repairs required because of conditions at Your location.
  - Y. Any food loss due to product failure.
10. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE, THE ADMINISTRATOR, THE DEALER/RETAILER, THEIR AGENTS, CONTRACTORS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED PRODUCT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

- 11. CANCELLATION AND REFUND:** Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. NO CANCELLATION FEES APPLY.
- A.** You may cancel this Service Contract at any time for any reason. If You cancel this Service Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price of this Service Contract, minus any claims paid. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a pro rata basis, minus any claims paid. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
- B.** We may only cancel this Service Contract for the following reasons: non-payment, material misrepresentation by You; or a substantial breach of duties under this Service Contract by You in relation to the covered product or its use. If We cancel this Contract, We will provide written notice to You at least thirty (30) 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 applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, the You will receive a refund based upon the same criteria as outlined above.
- 12. RIGHT TO RECOVER FROM OTHERS:** If We make any payment under this Service Contract and You have a right to recover against another party, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
- 13. RESOLUTION OF DISPUTES:** The Administrator will assist You in understanding Your coverage benefits from the day You purchase Your Contract. You may contact the Administrator at mygearguard.com, call toll-free at 1-877-920-4400 or in writing to 2500 East Kearney Street, Springfield, MO 65898. With any correspondence, please provide Your daytime phone number and claim number if applicable.
- 14. 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 repair or 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.
- 15. ENTIRE CONTRACT:** This document along with the Purchase Receipt constitutes the entire Service Contract between Us and You. No representation, promise or condition herein shall modify these terms.
- 16. MANUFACTURER'S WARRANTY:** This Service Contract does not replace or change the terms and conditions of the covered product's original manufacturer's warranty.

**If You have any questions, require customer service, or wish to report a claim, please visit: mygearguard.com, or contact the Administrator at 2500 East Kearney Street, Springfield, MO 65898, 1-877-920-4400.**

**SPECIAL STATE DISCLOSURES:** 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:** Northcoast Warranty Services, Inc., is the Provider under this Service Contract.

**Arizona:** EXCLUSIONS - We shall not provide coverage only for those specifically listed items in the "LIMITATIONS OF COVERAGE" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund.

**California:** White River Financial Services, L.L.C. (License No. SA-60) is the Service Contract Administrator and Northcoast Warranty Services, Inc., (License No. SA-19178) is the Obligor for this Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

**Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser.** The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is amended as follows: In the event the Service Contract is canceled, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

**Georgia:** CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. EXCLUSIONS – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

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

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

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

**Nevada:** CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. EXCLUSIONS – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

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

**New Mexico:** GUARANTY is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

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

**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is amended as follows: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first sixty (60) days and no Claim has been authorized or paid, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first sixty (60) days, or have made a Claim within the first sixty (60) days, return of the Provider fee shall be based upon one hundred (100%) percent 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 (100%) percent of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You.

**South Carolina:** If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** The Administrator is White River Financial Services, L.L.C., Service Contract Administrator No. 194. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within sixty (60) days of the date of purchase of this Service Contract. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled.

**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use.

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. EXCLUSIONS – What is excluded from coverage is limited to that which is expressly stated under the "LIMITATIONS OF COVERAGE" section of this Service Contract. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

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

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is canceled within sixty (60) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least thirty (30) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.