



**Service Agreement Administrator (“Administrator”):**  
Warrantech Consumer Product Services, Inc. (“WCPS”)  
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 Smart Guard Furniture Protection Plan (the “**Service Agreement**”). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this plan, 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 Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

**DEFINITIONS:** Throughout this Service Agreement, the words “**We**”, “**Us**” and “**Our**” means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038 (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6<sup>th</sup> Floor, New York, New York, 10038). The words “**You**” and “**Your**” refer to the purchaser of the Product(s) covered by this Service Agreement. “**Product**” means the item, or if a matching furniture set, all items, purchased together with and which is/are covered by this Service Agreement. “**Failure**” means the failure of Your Product to function as intended (including any flaws or deficiencies to Your Product that affect the utility of Your Product for which it was designed for) due to defects in materials or workmanship from normal usage of Your Product. “**Deductible**” means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (“**WCPS**” or “**Administrator**”) (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, “**Administrator**”). Please contact the Administrator if You have any questions about this Service Agreement.

**PRODUCT ELIGIBILITY:** This Service Agreement covers adjustable bed (electric motor, mechanisms and remote only), massage chair (electric motor, mechanisms and remote only), fabric, leather and vinyl upholstery, wood and other hard surface furniture purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer’s original warranty valid in the United States. Coverage only applies to Products purchased for normal indoor household use; including home office settings, but not for resale or commercial use (“commercial use” includes rental, business, educational, institutional or other similar non-residential uses). PVC and Outdoor furniture items are not eligible for coverage, as well as accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event it is not functioning as intended due to a Failure during the term of this Service Agreement; provided the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. Parts used to repair or replace Your Product may be new or rebuilt parts / components that perform to the factory specifications of the Product and will be ordered from the retailer from whom You originally purchased the Product from. In the event the retailer is unable to replace Your Product / affected Product piece, We will refund up to the original purchase price of the Product / affected Product piece (including taxes and less any claims paid for the Product / affected Product piece). This Service Agreement will not replace or provide compensation for unaffected Product pieces that do not match any replacement pieces. Non-original manufacturer’s parts may be used if original equipment parts are unavailable. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “**WHAT IS NOT COVERED**” further below.

**HOW COVERAGE WORKS FOR A NON-STAIN FAILURE:** If Your Product experiences a Failure during normal use, We agree to repair or replace Your Product / affected Product piece in accordance with the terms and conditions of this Service Agreement. A professional technician may be sent to service the problem at no cost to You. In the event the covered Failure is unable to be repaired, the Administrator, at its discretion, will replace Your Product / affected Product piece in its entirety. Each Product is eligible for a one-time replacement only. If Your Product is a matching set, once an affected piece has been replaced, that replacement piece is not eligible for coverage under this Service Agreement. However, any unaffected pieces will continue to be covered for the remaining term of this Service Agreement.

**HOW COVERAGE WORKS FOR A STAIN FAILURE:** If Your Product becomes accidentally stained or damaged during normal use, a professional cleaning solution package will be provided to You. Should this not resolve the stain or damage to Your Product, a

professional technician may be sent to service the problem at no cost to You. In the event the covered stain or damage to Your Product is unable to be repaired, the Administrator, at its discretion, will replace Your Product / affected Product piece in its entirety. Each Product is eligible for a one-time replacement only. If Your Product is a matching set, once an affected piece has been replaced, that replacement piece is not eligible for coverage under this Service Agreement. However, any unaffected pieces will continue to be covered for the remaining term of this Service Agreement.

**NOTE:** A replacement item may retail for a lower selling price than Your originally covered Product, and no refunds will be made based on any replacement product cost differences. You may be required to ship or deliver the affected Product / Product piece at Your expense prior to receiving services or replacement in accordance with the terms and conditions of this Service Agreement. This Service Agreement does not cover pickup, maintenance inspections, crating or delivery or freight charges. Any original Product / Product pieces that have been replaced under this Service Agreement become Our property in their entirety. In no event shall Administrator or We be liable for any damages as a result of the unavailability of replacements or matching fabric or leather.

**Coverage for fabric, leather, vinyl upholstery includes:**

1. Accidental stains caused by:
  - a) Food or beverages;
  - b) Nail polish or nail polish remover stains or damage;
  - c) Human and pet body fluid stains (except perspiration, and hair or body oils); or
  - d) Ballpoint ink pen stains.
2. Accidental damage:
  - a) Punctures, rips, or burns; or
  - b) Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating mechanisms, or vibrating mechanisms.

**Coverage for case goods and other hard surface furniture includes:**

1. Accidental stains caused by:
  - a) Food and beverages;
  - b) Human or pet bodily fluids; or
  - c) Nail polish and nail polish remover stains or damage
2. Accidental damage:
  - a) Nail polish remover damage;
  - b) Liquid marks or rings;
  - c) Breakage of structural parts and/or frame work;
  - d) Gouges or chips that penetrate the finish exposing the under layer;
  - e) Cigarette burns or heat marks;
  - f) Checking, cracking, bubbling or peeling of finish caused by a specific incident;
  - g) Breakage, chips, or scratches of glass or mirrors;
  - h) Loss of silvering on mirrors; or
  - i) Failure of integral electrical components

**Coverage for adjustable bed and massage chair only includes:**

1. Electric motor;
2. Mechanisms; and
3. Remote

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

**PLACE OF SERVICE:** When required, We will arrange for Your Product to be serviced at Your residence; 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 the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Agreement. In-Home/On-Site Service will be provided by the authorized service technician during regular business hours, local time, Monday through Friday, except holidays.

**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 original purchase price of Your Product (including taxes). 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 Your Product (all pieces if a matching set), We will have no further obligations under this Service Agreement. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.

**WE ARE NOT 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 FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE ARE NOT LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING ANY INHERENT PRODUCT FLAWS.**

**SERVICE AGREEMENT TERMS:** Coverage begins on the date of Product purchase or date of installation by the selling retailer (proof of installation date will be required if different from Product purchase date), and continues for the period of time defined on Your sales receipt. This Service Agreement is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the manufacturer's original warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

**IF YOUR PRODUCT NEEDS REPAIR:** If You need to file a claim under this Service Agreement, You must contact the Administrator to obtain a repair authorization number prior to having any repairs made to Your Product. For fast service, visit [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 the proof of Product purchase (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 AGREEMENT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, You will also receive instructions on how to obtain service for Your Product. In the event Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

**WHAT IS NOT COVERED:** THIS SERVICE AGREEMENT DOES NOT COVER ANYTHING THAT IS NOT SPECIFICALLY LISTED IN THE "WHAT IS COVERED" SECTION, OR ANY LOSS, REPAIR, DEFECT, STAIN OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY RELATES TO THE FITNESS OF YOUR COVERED PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (B) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA; (C) FURNITURE THAT IS A RETAIL FLOOR SAMPLE OR FURNITURE THAT IS SOLD AS "CLEARANCE" OR "AS-IS"; (D) WICKER, RATTAN, PVC OR OUTDOOR FURNITURE; (E) FURNITURE THAT IS USED FOR COMMERCIAL, INSTITUTIONAL, OUTDOOR OR RENTAL PURPOSES; (F) DAMAGE OR ACCIDENTS DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE; INCLUDING, BUT NOT LIMITED TO: COLLAPSE OR EXPLOSION; DIRT, EARTHQUAKE, FIRE, FLOODS, FREEZES, HAIL, LIGHTNING, MOISTURE OR WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, NATURAL DISASTERS, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, SAND, SMOKE, SPILLAGE OF ANY KIND UNLESS OTHERWISE NOTED UNDER THE COVERAGE'S SECTION, STORMS, TORNADOS, WAR OR HOSTILE ACTION, WIND OR WINDSTORM, ETC.; (G) ABUSE, ACCIDENTAL DAMAGE (EXCEPT THAT WHICH IS SPECIFICALLY NOTED IN THE "WHAT IS COVERED" SECTION), ANIMAL OR INSECT INFESTATION, BENDING, CORROSION, FUNGUS, INTENTIONAL PHYSICAL/MECHANICAL DAMAGE, MALICIOUS MISCHIEF, MISUSE, MOLD OR MILDEW, NEGLIGENCE, PHYSICAL DAMAGE, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, ROT, RUST, WARPING, ETC. TO THE COVERED PRODUCT OR ANY PIECE THEREOF; (H) INTENTIONAL OR UNINTENTIONAL ACCIDENTS BY THIRD PARTIES (E.G. INDEPENDENT CONTRACTORS, SUCH AS BUT NOT LIMITED TO: PLUMBERS, PAINTERS OR ANY OTHER SERVICE / MAINTENANCE PARTY); (I) UNAUTHORIZED REPAIRS OR MODIFICATIONS; (J) REPAIRS TO ITEMS OR ATTACHMENTS NOT LISTED ON THE SERVICE AGREEMENT PROOF OF PURCHASE (SALE RECEIPT / INVOICE); (K) REPLACEMENT COSTS FOR LOST PARTS / COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR WHICH ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS, ANY NON-OPERATING OR DECORATIVE PARTS, NON-MOTOR DRIVEN MECHANICAL PARTS (INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS), FINISH DEFECTS, FRAMES, GLASS, HANDLES, HINGES, KNOBS, LATCHES, LIGHTS, MOLDINGS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, SHELVES, SUPPORTS, SUSPENSION, ETC.; (L) CLOCK MECHANISMS; (M) COST OF PREVENTATIVE MAINTENANCE OR GENERAL MAINTENANCE AND CLEANING; (N) CLEANINGS OR ANY SERVICE COVERED BY A MANUFACTURER WARRANTY, ANOTHER SERVICE AGREEMENT, OR OTHER INSURANCE; (O) ANY REPAIRS OR PARTS COVERED BY A REPAIR FACILITY OR MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC.;

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REGARDLESS OF THE MANUFACTURER'S OR REPAIR FACILITY'S ABILITY TO PAY FOR SUCH REPAIRS; (P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (Q) STAINS, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR WHICH HAS BUILT UP OVER TIME, (E.G. HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS) OR SIGNS OF SOILING (INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE FURNITURE (THESE DARKENED AREAS ARE SIGNS OF SOIL BUILD-UP)); (R) DAMAGE DUE TO HARSH OR CORROSIVE CHEMICALS, INCLUDING WITHOUT LIMITATION: DYES, INKS (EXCEPT BALLPOINT), FERTILIZER, BLEACH, AND GUM; (S) DAMAGE CAUSED BY ANIMAL/PET CLAWS, TEETH AND/OR BEAKS; (T) COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL (EXCEPT AS SPECIFICALLY OUTLINED IN THE "WHAT IS COVERED" SECTION; (U) SUN FADE OR DIRECT EXPOSURE TO SUNLIGHT, BRIGHT LIGHT OR EXTREME HEAT; (V) STONE OR SAND ABRASION; (W) ODORS; (W) EXTREME TEMPERATURE OR HUMIDITY CHANGES; (X) FABRICS WITH "X" CLEANING CODES AND NON-COLORFAST FABRICS AND LEATHERS; (Y) FURNITURE THAT HAS BEEN NEGLECTED, ABUSED OR IS IN AN UNSERVICEABLE CONDITION; (Z) STAINS, COLOR LOSS OR DAMAGE RESULTING FROM CLEANING METHODS OR PRODUCTS, DETERGENTS, ABRASIVES OR OTHER HARSH CLEANING AGENTS OTHER THAN THOSE RECOMMENDED BY THE FURNITURE MANUFACTURER OR PROVIDED BY US IN ASSOCIATION WITH A COVERED CLAIM UNDER THIS SERVICE AGREEMENT; (AA) WEAR-RELATED ISSUES, INCLUDING BUT NOT LIMITED TO: FADING, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING OF ANY FABRIC ON ALL TYPES OF FURNITURE; (AB) SPLITS OR BI-CAST LEATHER; (AC) VARIATION OF COLOR OR GRAINING OF WOOD / WOOD MERCHANDISE, MARBLE, OR LEATHER; SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS, OR TOP / INSIDE ARM AREAS; NATURAL MARKINGS ON LEATHER (E.G. HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES) OR SUEDE, AND LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE STIMULATING NATURAL COWHIDE; NON-BOVINE LEATHERS; NUBUCK AND OTHER BUFFED LEATHERS; (AD) COSTS FOR PICK-UP OR DELIVERY CHARGES OF THE COVERED PRODUCT (UNLESS SPECIFICALLY STATED OTHERWISE HEREIN); (AE) LOSS OR DAMAGE TO THE COVERED PRODUCT WHILE IN THE COURSE OF TRANSIT; (AF) DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY OR WHILE FURNITURE IS BEING MOVED BETWEEN RESIDENCES OR INTO OR OUT OF STORAGE; (AG) IMPROPER OR INADEQUATE STORAGE; (AH) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (AI) DESIGN DEFICIENCY; (AJ) MERCHANDISE WITH SAFETY FEATURES REMOVED, BYPASSED, DISABLED OR ALTERED, OR REPAIRS TO ITEMS WITH ALTERED OR MISSING SERIAL NUMBERS; (AK) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY COVERED PRODUCT OR PIECE THEREOF, INCLUDING BUT NOT LIMITED TO: ADJUSTMENTS, ALTERATIONS, MANIPULATIONS OR MODIFICATIONS MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US; (AL) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO: NOISES, SQUEAKS, ETC., OR OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; USER EDUCATION OR SET UP ADJUSTMENTS; (AM) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; (AN) DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.

IF YOUR COVERED PRODUCT EXPERIENCES DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Service Agreement, 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 Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less any claims paid by Us, plus an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00 (whichever is less).

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

**GUARANTY:** 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 valid claim or fail to replace the Product / affected Product piece that is covered under this AMT-FRN-PFD (06-13)

Service Agreement within sixty (60) days (thirty (30) days in Arizona) after the Product / affected Product piece has been returned, or in the event 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 866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**RENEWABILITY:** This Service Agreement is not renewable.

**IMPORTANT CONSUMER INFORMATION:** If Your Product or any piece thereof is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-308-8071 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original expiration date for this Service Agreement.

**TRANSFERS:** This Service Agreement is not transferable.

**ENTIRE AGREEMENT:** This Service Agreement; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, 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 Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.**

**Alabama:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. **CANCELLATION** – In no event will Your cancellation fee exceed twenty-five dollars (\$25). AMT Warranty Corp. is the Provider under this Service Agreement.

**Arizona: CANCELLATION** – If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less. 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 “**WHAT IS NOT COVERED**” section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

**Arkansas:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**California:** This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement 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 for a home appliance or a home electronic or within sixty (60) days for all other Products 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 is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or after sixty (60) days for all other Products from the date You received this Service 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 twenty-five dollars (\$25), whichever is less. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the AMT-FRN-PFD (06-13)

purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the covered **Product**.

**Florida:** This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement 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 Agreement 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. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less an administrative fee not to exceed 10% of the pro-rata refund amount or \$25.00, whichever is less. In no event will claims be deducted from any refund. The Administrator may not cancel this Service Agreement 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. This Service Agreement 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 Agreement is amended as follows: Pre-existing conditions known to You.

**Hawaii:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Illinois:** Covered products must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship from normal usage of Your Product which occur after the effective date of this Service Agreement. This Service Agreement provides no coverage for any repair or replacement of any covered product if a Failure has not occurred. Normal wear and tear does not constitute a Failure. In no event will Your cancellation fee exceed fifty dollars (\$50).

**Indiana:** Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known by You that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You.

**Maine:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Maryland:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Minnesota:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Missouri:** If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims or if Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-

five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**Nevada:** If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less. In no event will claims be deducted from any refund. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund.

**New Hampshire:** 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, 603-271-2261.

**New Mexico:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**North Carolina:** We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00) will be applied if this Service Agreement is cancelled by You.

**Oklahoma:** This service warranty applies to consumer appliance or electronic Products. Coverage afforded under this service warranty 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 warranty 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 warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. **WHAT IS NOT COVERED, Exclusion P – is deleted and replaced with the following:** (P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD CAUSE COVERAGE UNDER THE MANUFACTURER'S WARRANTY TO BECOME VOIDABLE OR USE OF A COVERED PRODUCT IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS.

**Oregon:** This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

**South Carolina:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 AMT-FRN-PFD (06-13)

original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, 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:** Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement 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 Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25) administrative fee and 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 Agreement 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, 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 Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement 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 Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement 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 obtain authorization by submitting a claim by calling the Administrator at 1-877-319-8997. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure 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:** If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement 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 Agreement. In the event We cancel this Service Agreement, 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, 6th 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: THIS CONTRACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Agreement at any time. We may only cancel this Service Agreement 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 Agreement, 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 Agreement 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 Agreement shall be void. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The right to void the Service Agreement applies only to the original purchaser of the Service Agreement. Unauthorized repairs may not be covered. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Agreement purchase price 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 Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid. The **GUARANTY** section is amended to include: Should We fail to pay any claim or fail to



replace the Product covered under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement 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, 6th Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Agreement.

**Wyoming: THIS SERVICE AGREEMENT IS NOT AVAILABLE TO RESIDENTS OF WYOMING.**

Visit [www.MySmartGuard.com](http://www.MySmartGuard.com) or call 1-877-308-8071 to have a copy of these terms & conditions mailed to You.