



Major Appliances - Terms and Conditions

These terms and conditions ("Plan") constitute a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the Plan set forth herein. The Plan together with your sales receipt constitutes the entire agreement.

1. **Plan Provider (Obligor):** This Plan is an agreement between the Administrator/Obligor, Warrantech Consumer Product Services, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. However, if you are a resident of **Maine, Missouri or New Jersey**, this Plan is an agreement between the Obligor/Provider of this Plan, the retailer, and you, the purchaser. If you are a resident of **California**, this Plan is an agreement between the Obligor/Provider of this Plan, Butler Financial Solutions, LLC ("Butler"), 1854-A Hendersonville Road, PMB 6, Asheville, NC 28803, and you, the purchaser. If you are a resident of **Florida**, this Plan is an agreement between the Administrator, WCPS of Florida, Inc. (WCPS), 2200 Highway 121, Bedford, TX 76021, and you, the purchaser. WCPS of Florida, Inc is a licensed service warranty association and a wholly owned subsidiary of Warrantech Consumer Product Services, Inc. (WCPS).
2. **Definitions:** Throughout this Plan, the following words shall have the following meanings: (1) "we," "us," and "our" mean the company obligated under this Plan ("Obligor"); (2) the words "you" and "your" mean the person who purchased the Plan or the person to whom the Plan was transferred pursuant to the terms and conditions of this Plan; (3) "dealer" is the entity from which you purchased this Plan; (4) "product" refers to each item that is covered by this Plan.
3. **Term:** The term of this Plan begins as of the date of product purchase.
4. **Coverage:** Coverage under this Plan begins when the manufacturer warranty ends, except where noted otherwise in this section. Depending on the coverage you have selected, this Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship. There is no deductible under this Plan. If we determine that your product cannot be repaired, we will replace it with a product of like kind and quality. This Plan covers qualifying products sold and residing in the U.S.A. only.
 - a. **Carry-In Service:** If your Plan has Carry-In Service, you will be responsible for delivering the product to the designated service location and picking up the product upon the completion of the repair.
 - b. **Depot Service:** If your Plan has Depot Service, We will pay the shipping charges to and from the designated service location.
 - c. **Food Spoilage:** We will reimburse you for food loss that results from a covered mechanical or electrical component failure on a refrigerator or stand-alone freezer. This coverage begins the day after you receive and install the product. Our limit of liability for this coverage will be either two hundred fifty dollars (\$250) or five hundred dollars (\$500), depending on the price of the product actually purchased. The number of claims is limited to one occurrence per product within any consecutive twelve-month period. We reserve the right to request purchase receipts and/or a list of spoiled contents when making a claim.
 - d. **Major Appliances:** Products include, but are not limited to: dishwashers; dryers; freezers; garbage disposals; microwave ovens; ovens; range hoods; exhaust systems; ranges; counter cooktops; refrigerators; room air conditioners; trash compactors; and clothes washers. All functional internal factory installed parts are covered, such as bearings, clocks and timers, compressors, electrical wiring, heating elements, internal hoses, motors, safety switches, sealed systems, seals and gaskets, switches, thermostats, and valves.
 - e. **No Lemon Guarantee (Repair Plans Only):** This section applies after we have completed two service repairs for the same problem on an individual product, which problem first began after the expiration of the manufacturer's warranty. If that product requires a third repair as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling and taxes. Once a product is replaced, then for that product this Plan is considered fulfilled and coverage ends. We may request that you return the original product to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Guarantee.
 - f. **On-Site Service:** If Your Plan has on-site service, you must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all



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shipping and handling costs. Products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product accessible to the service technician. We are not responsible for dismantling or reinstallation of fixed infrastructure when removing or reinstalling a repaired or replaced product into a custom installation.

- g. **Power Surge Protection:** This Plan provides power surge protection in excess of any other insurance coverage, from the date of purchase of this Plan.
 - h. **Replacement Plans:** If you have purchased a Product Replacement Plan, the product will be replaced, not repaired. Call 1-800-543-8890. You may be required to ship the product, at your expense, to a designated location for inspection. If the product qualifies for replacement, you will receive a new or remanufactured product of like kind, and quality. Once the replacement process is completed for a product, then for that product this Plan is fulfilled and coverage ends. If the product is found to be non-defective, it will be returned to you.
5. **Registration:** It is not necessary to register your product in order to validate this Plan.
6. **Plan Limits of Liability:** The combined payments of all claims for any one product covered under this Plan shall not exceed the original purchase price of that product excluding shipping, handling and taxes. If we determine that a product is not repairable, we may replace it with one of like kind and quality, or at our discretion we may reimburse you for the original purchase price of that product, less shipping, handling and taxes. Once a product is replaced or reimbursed, then for that product this Plan is considered fulfilled and coverage ends. Each remaining product is covered until it is replaced, reimbursed, its claim limit is reached, or the Plan term expires.
7. **Plan Holder's Responsibilities:** You must follow the instructions that are in the owner's manual for proper use, care and maintenance of your product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan.
8. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
9. **If Your Product Needs Service:** For service on your product during the manufacturer's warranty period, please contact the manufacturer at the number or website listed in your owner's manual. After the manufacturer's warranty expires, you may begin the claims process under this Plan by calling **1-800-543-8890**. Repair service will be available during regular business hours, Monday through Friday excluding holidays, and will be provided by an authorized service provider. After we authorize your claim, you may arrange for service and we will pay the reasonable cost for parts and labor that we authorize. If we determine that your product cannot be repaired, at our discretion we may replace it either with a new or remanufactured product of like kind and quality, or with a reimbursement equal to the original purchase price of the product excluding shipping, handling and taxes. **AT OUR OPTION, REPLACEMENTS WILL BE NEW, REBUILT, OR NON-ORIGINAL MANUFACTURER'S PARTS OR PRODUCTS THAT PERFORM TO THE ORIGINAL FACTORY SPECIFICATIONS.** We may request that you return the original product to us. Once a product is replaced or reimbursed, then for that product this Plan is considered fulfilled and coverage ends.
10. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.
11. **Insurance Securing this Plan:** If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Dealer's Assurance Company, 3518 Riverside Drive, P.O. Box 21185, Upper Arlington, OH 43221, 1-614-459-0364. Please enclose a copy of your Plan and proof of product purchase. *For residents of the State of Washington, if we fail to pay or provide service on a claim, you may make an immediate and direct claim to the insurer.*
12. **Exclusions – What Is Not Covered:**
- a. **Any part, material, or supply designed to be consumed during the life of the product, such as but not limited to: blades; external hoses; filters; fluids; fuses; pads;**
 - b. **Components or products used for any commercial, public, lease or other non-residential purpose;**
 - c. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; blades; cabinet frames; cabinetry; cracked cases; decorative finishing; dials; door liners; drip pans; enamel**



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parts; finish defects; glass; grates; handles; hinges; knobs; masks; nonfunctional plastic; porcelain; racks; rollers; shelves; and trim;

- d. **Damage incurred prior to the effective date of coverage;**
 - e. **Damage or costs resulting from: improper gas or water connections; improper electrical wiring or connections; improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;**
 - f. **Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;**
 - g. **Failures, damage or loss caused by any physical force external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; dust; earthquake; fire; hail; insects or other animals; lightning; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;**
 - h. **Installation or de-installation of any product is not covered under this Plan;**
 - i. **Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery;**
 - j. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;**
 - k. **Products whose serial number has been altered or removed;**
 - l. **Repair or replacement covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure;**
 - m. **Repair or replacement due to failure to properly operate, maintain, or clean the covered product in accordance with local codes and the manufacturer's printed instructions;**
 - n. **Special, indirect, or consequential damages or loss, due to: an inaccessible product or part; delays; loss; loss of use; noise; personal items left in the product to be repaired or replaced; theft;**
13. **Renewal:** Repair Plans may be renewable. Please call 1-800-541-6014 for more information. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal. Replacement Plans are not renewable.
14. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give all products under this Plan while it is in force. For more information, please call 1-800-543-8890 or send your request in writing within fifteen (15) days of transfer to the administrative address cited below. Include your name and Plan number, and the name, address and phone number of the new owner.
15. **Cancellation – Florida Residents Only:** This Plan is between WCPS of Florida, Inc., and you, the purchaser. You may cancel your service contract by informing the selling dealer or the administrator of your cancellation request. In the event the Plan is canceled by the warranty holder, 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 behalf of the warranty holder. In the event the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.
16. **Cancellation – All States except Florida:** This service contract provides a 30-day free look period from the purchase date of the service contract. You may cancel this service contract by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. The service contract is non-cancelable after 30 days from the date of contract purchase. For those states that do not permit non-cancellation of your service contract, the law of that state shall apply to residents requesting cancellation. If we cancel this service contract, 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. Return of the premium is based upon 100% of the unearned pro-rata premium.

SPECIAL STATE REQUIREMENTS

State amendments to specific provisions of the terms of this Plan are as follows:

Alabama only: If your cancellation request is made more than 30 days from the date of purchase, we will refund the unearned portion of its full purchase price. However, we will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of your account and the excess, if any, returned to you. A 10% penalty per month will



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be added to a refund that is not paid or credited within 45 days after return of the service contract to us. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by you to the Provider relating to the covered property or its use.

Arizona only: CANCELLATION - You may cancel this service contract at anytime prior to the expiration date by sending written notice to the Administrator Warrantech Consumer Product Services, Inc. at P.O. Box 1189, Bedford, TX 76095. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the service contract. However, no claims incurred or paid will be subtracted from this refund. **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by you or known by you prior to purchasing this Plan.

California only: If you purchase your contract in California you may cancel the contract according to the following terms. If you inform the Administrator of your request for cancellation in writing within 30 days from the date of receiving the service contract, you will receive a full refund of the service contract purchase price, less the cost of repairs made (if any). If you inform the Administrator of your request for cancellation in writing after 30 days from the date of receiving the service contract, you will receive a pro-rata refund of the service contract purchase price, less the cost of repairs made (if any), and less an administrative fee of 10% of the service contract price up to \$25.00.

Connecticut only: In the event of a dispute with Administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract. You may cancel your contract if the covered product is sold, lost, stolen, or destroyed.

Georgia only: You may cancel this service contract at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this agreement except for fraud, material misrepresentation, or nonpayment by you. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This contract will be interpreted and enforced according to the laws of the state of Georgia. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides product support or all part sources have been exhausted during the coverage period of this Plan, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan.

Illinois only: 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 after the effective date of this contract. The service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50.00. The service contract may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the service contract purchase price, less the cancellation fee, will be paid to the service contract holder. The service contract may be cancelled at any other time and a pro-rata refund of the service contract purchase price for the unexpired term of the service contract, as measured by the number of days still remaining on the service contract, less the value of any service received and any cancellation fee stated in the service contract will be paid to the service contract holder.

Nebraska only: If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

New Mexico only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 60 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract for fraud, material misrepresentation, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use.



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Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this contract. This contract is renewable. These provisions apply only to the original purchaser of the service contract. You may cancel this service contract at anytime by notifying the Administrator in writing. If you have made no claim and your request for cancellation is within 30 days, the full price you paid for the service contract will be refunded and no administrative fee will be deducted. If you have made a claim under the contract, or if your request is beyond the first 30 days, you will be entitled to a pro-rata refund of the unearned contract fee, less a \$25.00 administrative fee. If your contract was financed, the outstanding balance will be deducted from any refund, however, you will not be charged for claims paid or repair service fees. If you cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this service contract may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this service contract 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 contract you will be entitled to a pro-rata refund of the unearned contract fee, no administrative fee will be deducted. In the event we cancel this service contract, written notice will be sent to your last known address at least 15 days prior to cancellation with the effective date. **Emergency Service** for covered products that provide heating or cooling of your dwelling. If the covered product you purchased provides heating or cooling for your dwelling, and you sustain a failure of such product that renders your dwelling uninhabitable, repairs will commence within 24 hours after you report the failure. Please call 800-342-5349 to report such a loss.

New York, South Carolina, and Wyoming only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

North Carolina only: The purchase of a service contract is not required in order to obtain financing for the product. You may cancel this service contract at any time after purchase. You will receive a pro-rata refund of the service contract purchase price less the cost of repairs made and less an administrative fee of 10% of the service contract purchase price up to \$25.00. We may cancel this service contract only for non-payment of the purchase price of the service contract or a direct violation of the service contract by you.

Oklahoma only: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The Oklahoma Department of Insurance does not review commercial service warranty contract language. In the event you, the customer, cancels the service contract, return of premium will be based upon ninety percent (90%) of the unearned pro-rata premium. In the event we cancel the service contract, return of the premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

South Carolina only: If you have any questions regarding this Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 300 Arbor Lake Drive, Columbia, South Carolina 29223, (803) 737-6180.

Texas only: If you have any questions regarding the regulation of the service contract Provider or a complaint against the Obligor, you may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 45 days of your return of the 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 contract is returned to the Provider. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, we are not required to mail you written notice if the reason for



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cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by you relating to the covered property or its use.

Utah only: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. If we cancel this service contract, we must provide you with a written notice at least 30 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this service contract for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the service contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Washington only: You may return this service contract within 20 days of the date this service contract was mailed to you or within 10 days if the service contract was delivered to you at the time of sale. If you made no claim, the service contract is void and the full purchase price will be refunded to you. A 10% penalty per month will be added to a refund that is not made within 30 days of your return of the service contract. These provisions apply only to the original purchaser of the service contract. In the event we cancel this service contract, we will mail a written notice to you at your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "Exclusions from Coverage" section above.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The purchaser may cancel this service contract at any time. If you cancel this service contract within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the service contract. If you cancel this service contract Plan after 30 days, you will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. Unauthorized repairs may not be covered.

Administered by:

Warrantech Consumer Product Services, Inc.

or

WCPS of Florida, Inc. (License # 80202)

P.O. Box 1189

Bedford, TX 76095

Telephone: (800) 543-8890