

CUSTOMER NAME
ADDRESS
ADDRESS

Dear CUSTOMER,

Congratulations on your new purchase! This is your service agreement. Please read it carefully. If the need for service occurs, please call us for service instructions. The toll free number is shown below. Please see the reverse side for your terms and conditions.

AGREEMENT NO.	MANUFACTURER/PRODUCT	MODEL NO.	DATE OF PURCHASE	EFFECTIVE DATE	EXPIRATION DATES	TYPE OF SERVICE

Store: Store Name ESP Retail Price: \$ Address (Maximum allowable Address Retail Price covered by this Service Contract is \$1,899.99)

Monthly Subscription Fee: \$
Form: UPSIE-B0922

CUSTOMER SERVICE HOURS
24 HOURS/7 DAYS

State Required Provisions

Many states have consumer specific requirements governing Service Contract provisions. If Your specific state has any such requirements, they will be listed below.

ALABAMA: If You live in AL, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this service contract. The obligations under this Service Contract are insured by a contractual liability insurance policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716. The right to cancel the Service Contract is not transferable and shall apply only to the original Service Contract purchaser. If the Administrator cancels the Service Contract, the Administrator will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use. If the Provider fails to refund the purchase price within forty-five (45) days after the Service Contract has been returned due to cancellation by You, the Provider will pay a 10% penalty per month to the holder. If the provider fails to pay or to provide service on a claim within 60 days after proof of loss has been filed, the Service Contract holder is entitled to make a claim directly to Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716.

1-800-671-9554

<p>Major Plan Coverages Mechanical and/or Electrical Failure 24/7 Customer Service Availability Plan Ownership Transferability Accidental Damage from Handling, if purchased</p>	<p>Major Plan Exclusions Unauthorized Repairs, Improper Installation Consumer Replaceable Items, Add-On Items and/or Non-Operational Components Service for No Problem Found, Customer Education or Non-Failures</p>
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This is a legal contract referred to hereinafter as the "Service Contract" and indicates the terms and conditions, limitations, exceptions and exclusions included herein and Your purchase receipt and constitute the entire agreement. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance. Please read these terms and conditions carefully so that You fully understand Your coverage under this Service Contract.

DEFINITIONS: "You" and "Your" indicates the purchaser of this Service Contract or the person to whom it was properly transferred. "We", "Us", and "Our" indicate the Obligor/Provider/Administrator of this Service Contract. Unless indicated below or specified in the individual state disclosure, Bankers Warranty Group, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. **If You live in UT, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in HI or NY, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this Service Contract. If You live in FL, Bankers Warranty Group of Florida, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, is the Obligor/Provider/Administrator of this Service Contract.**

IF YOU NEED SERVICE: Call the toll free number listed on Your Service Contract and have Your Service Contract number available. A customer service representative will be available 24 hours a day, 7 days a week. If Your covered product is deemed defective, at the Administrator's sole determination, You will be instructed as to the procedures for obtaining service applicable to Your covered product. **ALL CLAIMS MUST BE REPORTED PRIOR TO THE EXPIRATION DATE OF THE SERVICE CONTRACT.**

PURCHASER RECORDS: Your sales receipt and these terms and conditions including the provisions, limitations, definitions, and exclusions constitute the entire "Service Contract". Please keep this Service Contract and applicable sales receipts as you will be required to produce them at any time during the term to obtain service or replacement. Your receipt must include the date of purchase, manufacturer, model number and the purchase price.

YOUR RESPONSIBILITIES UNDER THE SERVICE CONTRACT: For the Service Contract to remain valid and active, You must maintain Your covered product in accordance with the requirements set forth by the manufacturer's specifications, including maintenance and cleaning. You must provide proper electrical requirements as specified by the manufacturer. You must assure full cooperation with the Administrator and authorized service provider during any telephone diagnosis and repair of the covered product including accessibility of the covered product. If you request service and it is determined to be a non-covered repair, You will be responsible for all costs associated with the repair including the diagnostic fee to evaluate Your product.

MANUFACTURER'S WARRANTY: We are not responsible for providing service for failures that occur during the manufacturer's warranty period, regardless of when such failures are reported to Us, the manufacturer, or any other entity. For failures that occur during the manufacturer's warranty period, parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer and are not covered under this Service Contract. For failures that occur after the manufacturer's warranty expires, this Service Contract continues to provide the benefits provided by the manufacturer's warranty, as well as certain additional benefits as listed within the terms and conditions. We are not responsible for providing service for failures that the manufacturer has evaluated and denied coverage for.

TERM: The term of the Service Contract commences on the date of purchase of the product.

DEDUCTIBLE:

If You purchased ADH on Your eligible product, other than Cell Phone Products, the deductible amount You will pay for Your ADH claim is twenty-five dollars (\$25.00). Your credit card will be charged the deductible amount for each ADH claim reported that results in a repair or replacement of Your covered product and it will be collected at the time of service authorization.

For Cell Phone Products, please see the applicable Cell Phone Product ANNUAL TERM and MONTHLY SUBSCRIPTION TERM Plan coverage Sections below including deductibles that applies to Your Cell Phone product.

COVERAGE:

Coverage commences upon the expiration of the shortest portion of the manufacturer's original warranty, unless otherwise stated in this Service Contract. Coverage is provided for the product indicated on this Service Contract, for mechanical and electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications. Replacement parts will be, at our discretion, new, rebuilt, or non-original manufacturer's parts that perform to the factory specifications of the product. We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays, parts delays, or shipping to a regional service facility. Unauthorized repairs may not be covered.

Coverage under Your Service Contract will continue based on the length of the plan You purchased, unless it is cancelled or Our obligations under the Service Contract become fulfilled in their entirety, in accordance with the provisions of this Service Contract.

HOW WE WILL PROVIDE SERVICE FOR YOUR PRODUCT:

Depending on the product, type of Service Contract purchased and failure circumstances, We may at our discretion, either: 1) Repair Your product; or
2) Provide a new or refurbished product of similar features and functionality; or
3) Provide a cash settlement reflecting the replacement cost of a new or refurbished product of similar features and functionality up to the applicable Limit of Liability.

Technological advances may result in a replacement product with a lower retail price than the original product purchase price; you are not entitled to a refund in the difference in price in such a case. The Administrator will not be responsible for product upgrades, matching brand or color or for any modifications or construction that may be necessary as a condition of service.

To receive a replacement or cash settlement, We may require You to return the failed or damaged covered product to Us at Our expense and will provide You a prepaid shipping label, before We will provide a replacement. Once We have possession of the claimed product and issue a replacement, the claimed product becomes Our property. In the event We chose at Our sole discretion, to provide an advanced replacement, we may require a credit card authorization or other method as security for the retail price of the replacement product. We will ship the replacement product to You with directions to return the claimed defective product to Us. If you return the claimed product to Us, We will cancel the credit card authorization. If you do not return the claimed defective product within ten (10) days of Our notification, We will charge the credit card the authorized non-returned equipment charge applicable to the replacement product. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE CLAIMED PRODUCT, AS DIRECTED.**

SPECIFIC SERVICE CONTRACT BENEFITS:

REPLACEMENT PLAN BENEFITS: Provides a one (1) time replacement of Your eligible product if required due to mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications.

REPAIR PLAN BENEFITS: Provides coverage for parts and labor costs resulting from mechanical or electrical failures of the product caused by defects in workmanship and materials.

This Service Contract provides coverage for products utilized exclusively in private, single-family residential property for the personal use of the resident(s) and not products that may be used for commercial, industrial, governmental, or organizational purposes.

FOR MAJOR APPLIANCES: The following products are eligible for coverage, including but not limited to, clothes washers, clothes dryers, dishwashers, freezers, garbage disposals, microwave ovens, ovens, range hoods, exhaust systems, ranges, counter cook tops, refrigerators, stand alone ice machines, room air conditioners, and trash compactors. All functional internal factory installed parts such as bearings, clocks and timers, compressors, hinges, electrical wiring, heating elements (except halogen), internal hoses, motors, safety switches, sealed systems, seals and gaskets, switches, thermostats, belts on clothes washers, rollers on clothes dryers, and valves.

FOOD LOSS BENEFIT: (ADDITIONAL BENEFIT PROVIDED DURING MANUFACTURER'S WARRANTY PERIOD) The Administrator will reimburse You for food loss that results from a covered mechanical or electrical component failure; food loss that results from a loss or interruption of power is not covered. The reimbursement will be up to two hundred dollars (\$200.00) on refrigerated products over the term of the Service Contract. Food loss reimbursement payments will be considered as a part of the total limit of liability obligation under the Service Contract Limit of Liability; Aggregate Limit section of this Service Contract. The Administrator reserves the right to request purchase receipts and/or a list of spoiled contents when making a claim. Food Loss coverage commences once product has been installed and functioning for a minimum of three days.

FOR STAND ALONE ICE MACHINE: If You purchased an ice machine that does not include a manufacturer pre-installed drain pump and requires the purchase of a separate standalone drain pump, that drain pump will only be covered if You have purchased the pump at the same time as the ice machine and it appears on the same receipt.

FOR JEWELRY AND WATCH PRODUCTS: This Service Contract provides coverage for the repair or replacement of the eligible product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications, see product details below.

WATCH COVERAGE:

Breakdown, including those which result in damage to the following: watch bands (leather, fabric, metal, or plastic); watch crystals; watch clasps; stems; crowns; cases; and watch movements. (Includes cracks, chips and breaks)

JEWELRY COVERAGE: (BRACELETS, EARRINGS, NECKLACES, PINS AND RINGS)

Breakdown, including but not limited to: broken chains, bracelet links and clasps; chipped, cracked and scratched gemstones; gemstones that are missing or lost, other than a center stone; broken, worn or bent prongs; permanently misshaped or dented jewelry; cracked or thinning ring bands; irreparable kinks and knots in chains; gouges and discoloration; and broken earring posts. Gemstones that are used to replace chipped, cracked, scratched or missing stones will be of like kind and quality to the original stones.

FOR ALL COMPUTER PRODUCTS: The Administrator will provide the initial troubleshooting and technical support for the covered computer product listed on the face of this Service Contract and/or Your purchase receipt. Hardware technical support will be limited to the proper configuration, and proper operation of the hardware components. Technical support for software will be limited to the proper operation of the manufacturer approved and pre installed operating system and application software. Software support shall not constitute tutorial assistance or instruction. **THE SERVICE CONTRACT DOES NOT COVER SOFTWARE AND VIRUS RELATED ISSUES, CUSTOMER INSTALLED SOFTWARE, CUSTOMIZED SOFTWARE APPLICATIONS AND HARDWARE COMPONENTS INSTALLED AFTER THE ORIGINAL PURCHASE DATE. YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE PRIOR TO SHIPMENT OF YOUR PRODUCT TO THE SERVICE CENTER.**

FOR LAWN AND GARDEN PRODUCTS ONLY:

This Service Contract covers failures to components normally covered under the manufacturer's warranty including but not limited to: engines, motors, transmission, wheels, frame, switches, axles, drive shafts, chains, gears, pulleys, bearings, starters, and wheel adjusters.

CELL PHONE PRODUCTS ONLY:

This product has a deductible. See the schedules below for details of the deductible applicable to the Annual Term plan and the Monthly Subscription Term plans, respectively. This Service Contract provides coverage for Your eligible wireless product for failures that occur during normal use and operation in accordance with the manufacturer's written specifications. Your covered product will be repaired or replaced due to 1) mechanical and/or electrical failures that occur during normal use and operation and/or 2) (ADH) failure due to unintentional and accidental damage, such as drops, bumps, liquid spills or cracks associated with the handling and use of Your product. Replacement parts utilized will be new, rebuilt or non-original manufacturer's parts that perform to the factory operational specifications of the product at Our sole option. In no event shall the Administrator be liable for damages as a result of the unavailability or delay of repair parts.

If We determine, at Our sole discretion, that We cannot repair Your cell phone product due to the unavailability of functional replacement parts, technical information, or if it is not cost effective, We have the option to replace Your product at our sole discretion, with a new, refurbished, reconditioned, or recertified product from the same manufacturer, and of similar kind and features, capacity and/or efficiency. To receive a replacement or cash settlement, You will be required to return the failed or damaged covered cell phone product to Us at Our expense and will provide You a prepaid shipping label, before We will provide a replacement. Once We have possession of the claimed cell phone product and issue a replacement, the claimed product becomes Our property. In the event We chose at Our sole discretion, to provide an advanced replacement, We will require You to provide a credit card authorization or other method as security for the retail price of the replacement product. We will ship the replacement product to You with directions to return the claimed cell phone product to Us. If you return the claimed cell phone product to Us, We will cancel the credit card authorization. If you do not return the claimed cell phone product within ten (10) days of Our notification, We will charge the credit card the authorized non-returned equipment charge applicable to the replacement product. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE CLAIMED CELL PHONE PRODUCT, AS DIRECTED.**

ANNUAL TERM PLAN DEDUCTIBLE: YOU WILL BE CHARGED A DEDUCTIBLE FOR EACH CLAIM DURING YOUR CELL PHONE SERVICE CONTRACT. The Annual Term plan nonrefundable deductible is based on the product retail price according to the schedule below:

Deductible Per Claim

Product Retail price Repair Replacement

\$0.00 to \$399.99	\$49.00	\$75.00
\$400.00 to \$999.99	\$49.00	\$99.00
\$1,000.00 to \$1,499.99	\$49.00	\$149.00
\$1,500.00 to \$1899.99	\$49.00	\$199.00

Your credit card will be charged the deductible amount for each claim reported that results in a repair or replacement of Your covered product and it will be collected at the time of service authorization.

Replacement of Your covered product will fulfill this Service Contract in its entirety and will cancel and discharge any and all further obligations under the Service Contract.

FOR MONTHLY SUBSCRIPTION TERM CELL PHONE PRODUCTS ONLY:

MONTHLY SUBSCRIPTION TERM: The term of the Monthly Subscription Service Contract commences on the Service Contract purchase date.

MONTHLY SUBSCRIPTION TERM DEDUCTIBLE: YOU WILL BE CHARGED A DEDUCTIBLE FOR EACH MONTHLY SUBSCRIPTION TERM CELL PHONE CLAIM.

The Monthly Subscription plan nonrefundable deductible is based on the cell phone claim category according to the schedule below:

Claim Category Deductible Amount Per Claim – Maximum Benefit Per Claim

Screen Breakage: Deductible: \$0.00 Maximum Benefit \$250 per claim
Other Repairs: Deductible: \$109.00 Maximum Benefit \$350 per claim
Unrepairable: Deductible: \$149.00 Similar Replacement (Maximum Benefit - FMV of covered cell phone product)

If You purchased a Monthly Subscription Term Plan, You are required to pay in advance, one Month's Subscription Fee to initially purchase the Service Contract, and You must continue to pay the Monthly Subscription Fee by the due date in order to renew and keep Your Service Contract in force for an additional month. Your coverage under this Monthly Subscription Term Service Contract will automatically renew on a monthly basis provided that: (i) the payment of the Monthly Subscription Fee is received by Us by the Subscription Fee due date, or within ten (10) calendar days following the Monthly Subscription Fee due date (the "Grace Period"); and (ii) the Aggregate Claim Limit of Liability has not been reached.

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Your monthly Contract Fee is subject to change, at Our sole discretion. In the event of a change, We will provide written notice to You at Your current address in Our file (email or physical address as necessary) at least thirty (30) days prior to Our implementing any such change. Under such circumstance, You will have the option either: (a) pay the new Monthly Subscription Fee when due, and Your coverage will continue for the next month; or (b) notify Us that You want to cancel Your coverage, as indicated on the CANCELLATION Section below. If You provide Us Your email address, We may, at Our discretion, deliver any notice provided for in this Contract to You by electronic means. Your continued use of the Service Contract benefits and payment of the charges after such notice, constitutes Your acceptance of the changes.

During Your Monthly Subscription Term, if You submit a claim during the Grace Period or at anytime in which the Monthly Subscription Fee is due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of the unpaid Monthly Subscription Fee amount from any covered claim amount, or require full payment of the any unpaid balance due, prior to providing any services/benefits under this Service Contract, at Our sole discretion.

MONTHLY SUBSCRIPTION CELL PHONE WAIT PERIOD: COVERAGE BEGINS ON DAY NINETY-ONE (91) UNLESS: (i) YOU PROVIDE PROOF OF PURCHASE OF A NEW CELL PHONE PRODUCT, PURCHASED WITHIN THE THIRTY (30) DAY PERIOD PRIOR TO THE SERVICE CONTRACT PURCHASE DATE; OR (ii) A DIAGNOSTIC TEST IS SUCCESSFULLY COMPLETED ON THE CELL PHONE PRODUCT ON THE DATE OF PURCHASE OF THE SERVICE CONTRACT.

CLAIM LIMITS (CELL PHONE MONTHLY SUBSCRIPTION TERM PLANS ONLY): A maximum of two (2) repairs or one (1) replacement of the cell phone Product will be allowed per Service Contract holder and the covered cell phone Product International Mobile Equipment Identity (IMEI) or Serial Number in any one rolling twelve (12) month period, for claims covered under this Service Contract, or any previous consecutive Service Contract issued by Us on the cell phone Product. The maximum We will spend, in any one claim occurrence to repair the covered cell phone product is the Maximum Benefit stated above per applicable claim category, minus the applicable deductible. The maximum claim benefit We will pay for a cell phone product replacement claim occurrence is an amount equal to the then fair market value of the covered cell phone product being replaced under this Service Contract, minus the applicable deductible, stated above. The covered claim repair occurrence will also be carried forward and counted against any subsequent repair and/or replacement, as applicable, under any other Service Contract issued by Us for the twelve (12) months following the date of the claim. In any case, the rolling twelve (12) month period is calculated based on the date of the claim for each covered claim.

CANCELLATION (CELL PHONE MONTHLY SUBSCRIPTION TERM PLANS ONLY):

You may cancel this Service Contract at any time by informing Us of Your cancellation request.

IF YOU CANCEL THE CELL PHONE MONTHLY SUBSCRIPTION TERM SERVICE CONTRACT:

1. Within 30 days following the date You purchased the Service Contract, You will receive a 100% refund of the Contract Fee paid, unless you had a covered claim during the first thirty (30) days. In the event you had a covered claim during the first 30 days, Your refund will be the full Contract price paid less the cost of any covered claim.
2. After 30 days following the date You purchased the Service Contract, You have the option to cancel and not to renew the Service Contract during any month, and Your contract will expire at the end of the month for which you paid the Monthly Subscription Fee. You will not be charged the Monthly Subscription Fee the following month and You will not receive any refund.

TYPES OF SERVICE AND SERVICE LOCATION:

If Your product qualifies for On-Site Service: Repairs will normally be performed On-Site at Your location. In some instances, On-Site Service may require the service provider to bring the unit back to their shop to complete repairs. In-Home/On-Site service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

If Your product qualifies for Depot Service: We will provide a pre-paid shipping label for You to ship Your product to the designated evaluation center. If authorized service is performed, the product will be shipped back to You at no additional cost. You will be asked to provide proof of purchase as a condition for receiving service under this Service Contract.

If Your product qualifies for Mail In Service: You will be responsible for any shipping charges (postage and insurance) incurred for shipping Your product to the designated evaluation center.

If Your product qualifies for Carry-In Service: You are responsible for transporting Your product to and from the designated service center. Once the repair is complete, You will be notified to pick up Your product.

REGARDLESS OF THE TYPE AND LOCATION OF SERVICE, YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE ON YOUR COVERED PRODUCT PRIOR TO ANY SERVICING OF THE PRODUCT.

ACCIDENTAL DAMAGE FROM HANDLING (ADH) BENEFIT:

FOR ANNUAL TERM CELL PHONES ONLY, ACCIDENTAL DAMAGE COVERAGE BEGINS DAY ONE (1) IF PURCHASED THE SAME DAY AS THE CELL PHONE. IF COVERAGE IS PURCHASED AFTER THE PRODUCT PURCHASE DATE, ADH COVERAGE BEGINS ON DAY THIRTY-ONE (31).

FOR ALL OTHER PRODUCTS, ADH COVERAGE BEGINS ON DAY THIRTY-ONE (31).

If You purchased ADH coverage, this Service Contract provides coverage for operational failures of Your covered product resulting from accidental impacts, drops, bumps and liquid spills that occur during normal handling. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the General Exclusions section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. You will be required to ship the product, at Our expense, to a designated location for inspection. If the product cannot be repaired, it may be replaced with a new or remanufactured product of similar kind and features, capacity and/or efficiency or the Administrator may elect to pay you a cash settlement in accordance with the Service Contract Limits of Liability; Aggregate Limit Section below. Replacement of a covered product or payment of a cash settlement will fulfill this Service Contract in its entirety and will cancel and discharge further obligations under the Service Contract. If Your product is found to not be defective, it will be returned to You.

POWER SURGE PROTECTION: (ADDITIONAL BENEFIT PROVIDED DURING MANUFACTURER'S WARRANTY PERIOD) This Service Contract

protects against operational or mechanical failure of a covered product resulting from a power surge. Your surge protector may be collected by the Administrator for examination. The use of an approved surge protector is not required in order to receive benefits under the surge protection feature of this Service Contract.

SERVICE CONTRACT LIMITS OF LIABILITY; AGGREGATE LIMIT: The total amount We will pay for repairs made in connection with all claims that You make pursuant to this Service Contract shall not exceed the purchase price of the product, excluding taxes, shipping and installation. In the event that We make payments for repairs and/or a cash settlement, which in the aggregate, are equal to the purchase price or We replace the product. We will have no further obligations under this Service Contract. Technological advances may result in a current retail cost of a replacement product with a lower retail price than the original purchase price of the product. In no event shall We be liable for any damages as a result of the unavailability of repair parts or delays in service.

GENERAL EXCLUSIONS:

- A. ANY NEW PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAY MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY AND/OR REFURBISHED PRODUCTS. PRODUCTS OR PARTS WITH A LIFETIME WARRANTY.
- B. CONSUMER REPLACEABLE ITEMS INCLUDING BUT NOT LIMITED TO: LAMPS, BULBS AND HOUSINGS, FUSES, REPLACEABLE FLUIDS, HOSES, BELTS (OTHER THAN THOSE BELTS SPECIFICALLY LISTED IN THE MAJOR APPLIANCE SECTIONS), BAGS, BATTERIES OR CHARGERS, RIBBONS, CARTRIDGES, PRINTER HEADS AND CABLES, SCREW/DRILL BITS, REPLACEMENT BLADES, SANDPAPER, GRINDER PADS, DISKS, STAPLES, SAW BLADES, PAINT, NOZZLES, SEATS, SPARK PLUGS, FILTERS OR TRIMMER LINES, FUEL OF ANY KIND, GRILL GRATES, IGNITERS, FUEL TANKS OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE PRODUCT; 3D GLASSES REQUIRED FOR VIEWING 3D CAPABLE PRODUCTS WHETHER INCLUDED WITH THE ORIGINAL COVERED PRODUCT OR NOT; ALL ADAPTORS AND REMOTE CONTROLS.
- C. ANY ADD-ON ACCESSORIES AND/OR PERIPHERALS THAT WERE PURCHASED IN ADDITION TO AND/OR SEPARATE FROM THE COVERED PRODUCT INCLUDING BUT NOT LIMITED TO CELL PHONE CHARGERS, COMPONENTS OR MODIFICATIONS REQUIRED TO OPERATE 3D CAPABLE PRODUCTS SUCH AS ADD ON TRANSMITTERS, HARDWARE, SOFTWARE OR 3D GLASSES. ANY BATTERIES SUCH AS BUT NOT LIMITED TO: INTERNAL BATTERIES, EXTERNAL BATTERIES, GPS BATTERIES AND RECHARGEABLE BATTERIES WHETHER CONSUMER REPLACEABLE OR NOT.
- D. NON-OPERATIONAL COMPONENTS, INCLUDING THE REMOVAL AND/OR RE-INSTALLATION OF THE FOLLOWING BUT NOT LIMITED TO: CASE OR BODY HOUSINGS, WHEEL COVERS, CABINETS AND CABINET FRAMES, DECORATIVE FINISHING, DOOR LINERS, GLASS, CUSTOM FRONTS FOR APPLIANCES, HANDLES, KNOBS, MASKS, RACKS, ROLLERS OR WHEELS (OTHER THAN THOSE ROLLERS OR WHEELS SPECIFICALLY LISTED IN THE LAWN AND GARDEN PRODUCTS AND/OR MAJOR APPLIANCE SECTIONS), SHELVES, AND DRAWERS; AND COSMETIC DAMAGE THAT DOES NOT IMPEDE THE FUNCTIONALITY OF THE PRODUCT.
- E. FLAWS IN GEMSTONES; LOSS OF GEMSTONES OR ANY OTHER PARTS OF THE COVERED PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE; F. DAMAGE RESULTING FROM UNAUTHORIZED REPAIR; IMPROPER ELECTRICAL WIRING AND CONNECTIONS; CONNECTION TO OTHER PRODUCTS NOT RECOMMENDED FOR INTERCONNECTION BY THE MANUFACTURER OF THE PRODUCT; DAMAGE CAUSED DURING TRANSIT, DELIVERY, REDELIVERY, IMPROPER INSTALLATION, OR SETUP; TAMPERING WITH PRONGS, BEZELS OR OTHER STRUCTURAL COMPONENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES; SIZING OF RINGS; WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE WATCH MANUFACTURER'S WATER RESISTANCE GUIDELINES; USER-FACILITATED MINOR ADJUSTMENTS AND SETTINGS OUTLINED IN THE PRODUCT'S OWNER'S MANUAL; INACCESSIBLE PRODUCTS OR PARTS; NEGLIGENCE, MISUSE OR ABUSE OR INTENTIONAL DAMAGE.
- G. DAMAGE TO BLADES OR MOWING DECKS AS A RESULT OF COLLISION WITH AN OBJECT; OR ABRASION OR VIBRATION ASSOCIATED WITH UNBALANCED BLADES. DAMAGE TO CRANK SHAFTS.
- H. FAILURES DUE TO CORROSION, RUST, DUST, ANIMAL/INSECT INFESTATION OR DAMAGE; ACTS OF NATURE, SUCH AS BUT NOT LIMITED TO FIRE, LIGHTNING, EARTHQUAKE, WINDSTORM, SAND, DIRT, HAIL, WATER AND WATER SUBMERSION; EXPOSURE TO WEATHER, MOISTURE, AND OTHER ENVIRONMENTAL CONDITIONS; CIVIL DISORDERS; RIOT; NUCLEAR ACCIDENT; MALICIOUS MISCHIEF; THEFT, LOSS OR VANDALISM.
- I. SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DELAYS IN RENDERING SERVICE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT.
- J. "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; CLEANINGS AND ALIGNMENTS.
- K. PIXEL DEFECTS WHICH ARE NOT COVERED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR ARE CONSIDERED ACCEPTABLE UNDER THE MANUFACTURER'S SPECIFICATIONS.
- L. FAILURE, INOPERABILITY, OR DISRUPTION OF ANY PRODUCT OR PRODUCT FUNCTIONS DUE TO ANY MANUFACTURER RECALL.
- M. ALL RENTAL PRODUCTS, SELF-SERVICING APPLICATIONS (INCLUDING BUT NOT LIMITED TO: LAUNDROMATS, COPY CENTERS, GYMS).
- N. PRODUCTS UTILIZED FOR COMMERCIAL PURPOSES OR IN COMMERCIAL SETTINGS.
- O. UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE PRODUCT OR THE WAY THE MANUFACTURER INTENDED THE PRODUCT TO BE USED.
- P. LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE.
- Q. PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; PRODUCTS WITH ALTERED, REMOVED OR MISSING SERIAL NUMBERS.
- R. FAILURES OF SEIZED OR DAMAGED PARTS RESULTING FROM IMPROPER LEVELS OF LUBRICANTS OR OTHER FLUIDS; OR RESULTING FROM USING CONTAMINATED OR OTHERWISE IMPROPER LUBRICANTS, FUEL OR OTHER FLUIDS; OR RESULTING FROM FREEZING OR OVERHEATING.
- S. CONDITIONS, WHICH EXISTED PRIOR TO YOUR PURCHASE AND DELIVERY OF THE PRODUCT OR THE SERVICE CONTRACT. T. COST OF ROUTINE OR PREVENTATIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER ROUTINE OR PREVENTATIVE MAINTENANCE.
- U. ANY SERVICE REQUEST OR SITUATION WHICH MAY POSE A HEALTH RISK TO OUR TECHNICIANS OR SERVICE PROVIDERS, INCLUDING BUT NOT LIMITED TO ANIMAL/INSECT INFESTATION, MOLD, OR FUNGUS; WHETHER OR NOT SUCH CIRCUMSTANCES WERE A RESULT OF A COVERED FAILURE.
- V. ANY COST ASSOCIATED WITH THE DEMOLITION OF WALLS, CABINETS, SHELVING, AND COUNTERTOPS, TO ACCESS THE PRODUCT, WIRING, AND COMPONENTS; FAILURE RELATED TO INSTALLATION OF FIRMWARE; FAILURE DUE TO ENCLOSED INSTALLATIONS THAT LIMITS PROPER VENTILATION.
- W. ANY SOFTWARE, MEDIA OR VIRUS RELATED ISSUES; LOSS OR DAMAGE TO STORED DATA, LOSS OR DAMAGE DUE TO COMPUTER VIRUSES, ITEMS LEFT IN YOUR PRODUCT, SUCH AS BUT NOT LIMITED TO, COMPUTER MEDIA, PERSONAL ITEMS AND BATTERIES AND COMPUTER HARDWARE OR SOFTWARE THAT IS ADDED AFTER THE ORIGINAL PURCHASE DATE AS INDICATED ON YOUR PURCHASE RECEIPT.
- X. UNLESS ACCIDENTAL DAMAGE COVERAGE HAS BEEN PURCHASED, WE WILL NOT COVER PRODUCT FAILURES DUE TO AN UNEXPECTED, ACCIDENTAL AND/OR UNINTENTIONAL EXTERNAL EVENT (FALLS, COLLISIONS, DROPS OR SPILLS) THAT ARISES FROM YOUR NORMAL DAILY USAGE OF THE PRODUCT.

REPEAT SERVICE: If Your covered product should require service more than once within a sixty (60) day period, the service must be performed by the

original authorized service provider.

RENEWALS: Except for the Monthly Subscription plans, this Service Contract is not eligible for renewal.

TRANSFER: This Service Contract may be transferred to an eligible party to whom You sell or give the equipment while this Service Contract is in force. This may be accomplished only if You notify the Administrator by mail with the name and address of the new owner within fifteen (15) days of the change of ownership.

ANNUAL TERM CANCELLATION: You may cancel the Annual Term contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If You cancel this Service Contract within the first thirty (30) days after You purchase this Service Contract You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from purchase of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled, and You will receive the full purchase price of the Service Contract. **We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.**

SAMPLE ONLY - Not an actual service contract