

**Service Contract Administrator/Obligor:**

WCPS of Florida, Inc. (WCPS)  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: (800) 342-5349

**CONGRATULATIONS**

You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing a WCPS Preferred Service Plan (the "Plan"). This Plan is an agreement between the Administrator, WCPS of Florida, Inc., 350 Bedford Street, Suite 203, Stamford, CT 06901, 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).

In addition to the security offered by dealing with a leader in the industry, the obligations assumed under the terms of this Plan are fully insured by an insurance carrier rated "Excellent" by A.M. Best.

Please keep this document in a safe place along with the sales receipt you received when you purchased your product. It will serve as a valuable reference guide and will help you determine what is covered by the Plan.

**PRODUCT ELIGIBILITY**

The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new and manufactured for use in the United States, which at the time of purchase included the manufacturer's original written warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original written warranty must provide at least 90 days parts and labor coverage. This Plan covers all mechanical and electrical defects that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section. As the Administrator, WCPS will assist you in understanding your warranty and Plan benefits from the day you purchase your Plan. Coverage only applies to products used non-commercially.

**COVERAGES**

**Replacement Plan**

The coverage for the Replacement Plan shall commence immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty. In the event your covered product suffers a mechanical or electrical defect in the year following the expiration of the shortest portion of the manufacturer's parts and labor warranty, this Plan will replace your original product with a product of equal or similar features and functionality. The Plan is limited to one replacement during the lifetime of the Plan. This Plan is only available for products that were purchased for \$300.00 or less. Technological advances may result in a replacement product with a lower selling price than the original product. The most we will pay on any single replacement is the price you paid for the product. If we replace the product in its entirety, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replaced product. If a replacement product is not available, we will refund to you the product purchase price and this contract will be invalid and all obligations satisfied. **You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product.**

For instructions on how to obtain a replacement product, please call 1-800-342-5349. This Plan is limited to one replacement during the lifetime of the Plan. The Replacement Plan is not transferable.

## **Appliances and Consumer Electronics**

The WCPS Preferred Plan coverage for appliances and consumer electronics begins on the date of product purchase and is inclusive of the manufacturer's warranty. Coverage under this Plan shall commence immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty. During the manufacturer's warranty period, any parts and labor covered by that warranty are the sole responsibility of the manufacturer. After the manufacturer's warranty expires, this Plan will furnish labor and replacement parts necessary to maintain your covered product in good operating condition. If service is needed because of a product failure during normal usage, the Administrator has the option to repair or replace the defective product with a product of equal or similar features and functionality. A replacement part or product may be new or reconditioned of like kind and quality and may cost less than the original product purchased. No charges or refunds will be made based on the replacement product cost difference.

Technological advances may result in a replacement product with a lower selling price than the original product. The most we will pay on any single repair or replacement is the price you paid for the product. If we replace the product in its entirety with a product of equal value, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replaced product. If the product is not repairable and a replacement product is not available, we will refund to you the product purchase price and this contract will be invalid and all obligations satisfied. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase.

## **Computer Systems, Laptops/Notebooks or Peripherals**

The WCPS Preferred Plan coverage computer systems, laptops/notebooks or peripherals shall commence immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty. During the manufacturer's warranty period, any parts and labor covered by that warranty are the sole responsibility of the manufacturer. After the manufacturer's warranty expires, this Plan will furnish labor and replacement parts necessary to maintain your covered product in good operating condition. If service is needed because of a product failure during normal usage, the Administrator has the option to repair or replace the defective product with a product of equal or similar features and functionality. A replacement part or product may be new or reconditioned of like kind and quality and may cost less than the original product purchased. No charges or refunds will be made based on the replacement product cost difference.

A computer system covers the following components if purchased at the same time as the rest of the computer system: all internal components, monitor, keyboard, mouse, microphone, headset, speakers, video camera and two external components (i.e. printer, scanner, tape drive, zip drive, fax/printer). A peripheral contract will be required for additional external components.

A laptop/notebook covers the following components if purchased at the same time as the laptop/notebook: all internal components, keyboard, mouse, speakers and one external drive. All other peripherals such as monitor, scanner, docking stations, etc. require a separate peripheral contract.

Technological advances may result in a replacement product with a lower selling price than the original product. The most we will pay on any single repair or replacement is the price you paid for the product. If we replace the product in its entirety with a product of equal value, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replaced product. If the product is not repairable and a replacement product is not available, we will refund to you the product purchase price and this contract will be invalid and all obligations satisfied. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase.

## SPECIAL FEATURES AND BENEFITS

**Food Loss:** This Plan will reimburse you for food loss due to the mechanical failure of your covered refrigerator or freezer when service is not provided within 48 hours after you received authorization. To receive coverage for food loss, the failure of your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to the limit of five dollars (\$5.00) per cubic foot of storage space and a maximum of two hundred fifty dollars (\$250.00) per calendar year. To receive payment, you must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

**Power Surge:** Damage or defects to your covered product caused by a power surge will be covered up to a maximum of the replacement cost of the product over the life of the contract. If your covered product suffers damage from a power surge, you must first make a claim with the insurance carrier who provides your homeowner's/renter's insurance. The Administrator will reimburse the deductible up to the \$1,000 limit once proof of a valid claim is provided. If you do not have a homeowner's or renter's insurance policy, you must notify the Administrator in writing and the Administrator will reimburse you up to the replacement cost of the product.

**Lemon Guarantee:** If your product should fail three (3) times for the same cause during the Preferred Service Plan coverage, on the fourth failure for the same cause your product will be replaced.

**In-Home Service:** If your Plan provides in-home service and your product needs repair, call 1-800-342-5349 to arrange service. If on-site coverage is provided during the term of the manufacturer's warranty, you may be referred to the manufacturer for service, or calls may not be scheduled until authorized by the manufacturer. An adult of legal age must be present at the location where on-site service will occur. If you live beyond a 50-mile radius of an authorized service center, you may be required to ship the product to the servicer; however, shipping charges will be covered by the Plan. While most products can be repaired on-site, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, on-site repair is not possible. All repairs must be approved before they are performed. If on-site coverage is provided during the term of the manufacturer's warranty, you may be referred to the manufacturer for service, or calls may not be scheduled until authorized by the manufacturer. The following products are a few examples of those that must be shipped to an authorized service center for repair: notebooks, laptop computers, personal digital assistants, inkjet printers, and fax machines. Re-imaging of hard drives, restoration of software or data, data retrieval, software fixes and virus removal are not covered by this Plan. ***All repairs must be approved before they are performed.***

**Carry-In Service:** If your Plan provides carry-in service and your product needs repair, call 1-800-342-5349 to arrange service. While most products can be repaired locally, some products, due to their sensitive, technical nature, require the controlled environment of a factory authorized service center; therefore, a local repair facility may not be available. You are responsible for transporting your product to the designated service center. The product may be carried into or shipped (postage pre-paid and insured) to the designated service center. The product will be returned to you at no additional cost, if an authorized service is performed. All repairs must be approved before they are performed.

**For products that the store is authorized by the manufacturer to repair:** If it is more convenient, you may take the product(s) to your nearest store location for diagnostics and repair. Transportation of the product(s) to and from the store location is your responsibility. Due to the nature of some manufacturers' service authorizations and the availability of parts, the store may be required to ship some products to another repair center for completion of the repair.

## IF YOUR PRODUCT NEEDS REPAIR

- If your product needs repair for mechanical or electrical defects, you are required to call 1-800-342-5349 to obtain authorization prior to having repairs made. For faster service, please have your dated

proof of product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. **All repairs must be approved before they are performed.**

- Do not return the product to your retailer unless so instructed by the Administrator.
- **For Appliances and Consumer Electronics only:** When you receive authorization for repairs, the service representative will direct you to a designated service center. You may either take the covered product in person or ship it (postage pre-paid and insured) to the designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product.
- **For Computer Products only:** When you receive authorization for repairs, your technical service representative will provide you with the name and telephone number of the service center. If you purchased on-site coverage, when you receive authorization for repairs, your technical service representative will either instruct a local service center to contact you, provide you with the name and telephone number of the service center or, at your request, arrange the service appointment for you.
- Should the covered product experience a mechanical or electrical defect in an area where authorized service is not available, your repair facility can obtain approval for repairs through the Administrator by calling 1-800-342-5349. **All repairs must be approved before they are performed.**
- If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy.

### **WORLDWIDE SERVICE OPTION**

The Worldwide Service Option protects your product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, follow the steps below:

- Please check with your local telephone company for the international dialing procedures and operator code as they may differ from country to country. When calling, you may call collect, 817-571-7931, to obtain a proper repair authorization number prior to work being done.
- Carry product into an authorized service center.
- Submit payment to the service center.
- Submit to the Administrator a copy of the detailed service repair invoice that identifies your product, the repair authorization number, and include a thorough description of the repair made. This documentation should be sent to WCPS, Attn: Claims Dept., P.O. Box 1189, Bedford, TX 76095. The Administrator, on behalf of the Obligor, will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed.

**Note:** Worldwide service does not include shipping or on-site service.

### **IMPORTANT CONSUMER INFORMATION**

This Plan is deemed a service contract under federal law. If the covered product is deemed non-repairable or repair parts become unavailable during the coverage period of this Plan, the Obligor and the Administrator will replace the product with a product of equal or similar features and functionality, though not necessarily the same brand. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. Administrator and/or Insurance Company own all parts removed from repaired products and any complete units replaced in their entirety.

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, Great American Insurance Company, 49 E. Fourth Street, Suite 800, Cincinnati, OH 45202, (800) 280-0352, Attn: Claims Department. Please enclose a copy of your Plan and proof of product purchase.

If the product is exchanged by your retailer, you must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-342-5349 with the make, model, and serial number of the replacement product within 10 days of the exchange. If you transfer ownership of your product, this Plan may be transferred by sending to the Administrator, at the address above, the name and address of the new owner within 10 days of the transfer along with a \$10.00 transfer fee. The cancellation provisions of the service contract apply only to the original purchaser of the service contract.

Customers having questions regarding the receipt of services under this Plan should call the Administrator at 1-800-342-5349. This document sets forth the entire Plan and may not be modified except by the Administrator.

### **EXCLUSIONS FROM COVERAGE**

This Service Contract does not cover any loss or damage resulting from: pre-existing conditions (means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper installation of components or peripherals; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; power surge or overload unless otherwise stated under Program Coverages; dropped product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to outside casing; attachments; theft, abuse, misuse, neglect, or vandalism; accidents, collapse, or explosion; battery leakage; bending or dropping; water or other liquids, spillage of any kind; environmental conditions including but not limited to fire, floods, smoke, corrosion, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, or exposure to weather conditions; intentional or accidental damage by third parties; software and software related problems; losses on any component(s) never covered by a manufacturer's warranty; any damage to recording media including any program, data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part; reception and transmission problems resulting from external causes.

Other exclusions include but are not limited to: any repair covered by a manufacturer's warranty; recall or rework, regardless of the manufacturer's ability to pay for such repairs; damage resulting from computer viruses; television or personal computer monitor imperfections including burned-in phosphor in CRTs or for any other reason; neglect, misuse, abuse of any component including adjustments, manipulation or modifications made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consumer replacement items such as bulbs, tubes, filters, batteries, toner, ribbons, drums, developer, ink or ink cartridges or any other parts or materials which are designed to be consumed during the life of the product; disposal cost of any component; removal and reinstallation of an internal component not performed by a factory authorized service center; damage caused by any repair personnel or any owner, employee or third party; design deficiency; cosmetic or structural items; cables, cords, wiring, keypads, switches and connectors; damage, warping or rusting of any kind in the housing, case or frame of the covered product or any non-operating part, including plastic or decorative parts such as hinges, knobs, etc.; loss of data or for loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the Year 2000 and beyond; components and products used for commercial purposes; products provided for public use or rental.

**You are responsible for backing up all software prior to commencement of any repair. This Plan does not cover restoration of software to your covered product.** If your covered product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then you are responsible for all repair costs and the cost of on-site service.

### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall your retailer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

### **CANCELLATION / SPECIAL STATE REQUIREMENTS**

This Plan is between WCPS of Florida, Inc., and you, the purchaser. You may cancel your service contract by informing the Dealer 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.

### **TO RENEW YOUR PLAN**

To renew your coverage, please call 1-800-541-6014 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience.

### **DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?**

Contact WCPS for further information by writing to P.O. Box 1189, Bedford, TX 76095, Attn: Direct. For faster service, call 1-800-541-6014. Please have the model number, make, year of purchase, and other relevant information available when placing your call.