

Major Plan Coverages Mechanical and/or Electrical Failure No Deductibles Accidental Damage Benefit Available 24/7 Customer Service Availability Plan Ownership Transferability No Lemon Benefit	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
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This is a legal contract. By purchasing it, You understand that it is a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein.

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.** This Service Contract does not have a deductible.

TERM: The term of this Service Contract commences on the date indicated on the face of this Service Contract and/or Your purchase receipt. For Service Contracts that commence upon expiration of the manufacturer’s original warranty, the term and coverage commence upon expiration of the shortest portion of the manufacturer’s original warranty. This Service Contract does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, this Service Contract continues to provide the manufacturer’s benefits as well as certain additional benefits listed within this Service Contract. We are not responsible for providing service for failures that occur during the manufacturer’s warranty period and that are covered under the manufacturer’s warranty, unless specifically stated otherwise, regardless of when such failures are reported to Us, the manufacturer, or any other entity. We are not responsible for providing service for failures that the manufacturer has evaluated and denied coverage for, unless specifically stated to the contrary herein.

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 may be required to produce them at any time during the term to obtain service or replacement.

SERVICE AND COVERAGE: To arrange for service, call the toll free number listed on this Service Contract. You must call prior to receiving service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. 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, shipping to a regional service facility, or Acts of Nature. In the case of an emergency outside normal working hours, reasonable efforts will be made to expedite service for those situations.

HOW WE WILL PROVIDE SERVICE FOR YOUR PRODUCT:
Depending on the product and failure circumstances, We will, at our sole discretion, either:

- 1) Furnish labor and/or parts required to repair Your product; or
- 2) Replace Your product with a new or refurbished same brand product; or
- 3) Provide a check, or gift card reflecting the replacement cost of a new or refurbished same brand product up to the applicable Service Contract Limit of Liability/Aggregate Limit.

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.

TYPES OF SERVICE:

Carry-in/Mail-In Service: You will be responsible for transporting or shipping (postage pre-paid and insured) Your product to the designated service center. If authorized service is performed, the product will be shipped back to You at no additional cost; if service is not authorized, you will be responsible for the cost of return shipping.

On-Site Service: If your Product provides for or if you purchased On-Site Service, In-Home/On-Site service will be provided by an authorized service provider during regular business hours, local time, Monday through Friday, except holidays. You must provide a safe, non-threatening environment for Our technicians in order to receive service. In some instances On-Site Service may require the service provider to bring the unit back to their shop to complete repairs.

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.

ACCIDENTAL DAMAGE FROM HANDLING (ADH). (Coverage begins as of the date You purchased Your product.) If Accidental Damage From Handling is part of Your coverage, this Service Contract provides coverage for mechanical or operational failures of Your covered product resulting from accidental drops, spills, falls and collisions that occur during normal handling. ADH does not include protection against theft, mysterious disappearance, misplacement, maintenance failures, or 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 What Is Not Covered section. ADH coverage is subject to the Limit of Liability; Aggregate Limit defined below.

NO LEMON POLICY: If the same part fails three (3) times in Your covered product and that product requires a fourth repair on the same part, as determined by the Administrator, the Administrator may replace the failed product with a new or refurbished same brand product or the Administrator may elect to pay You a cash settlement. The cash settlement amount shall not exceed the current retail cost of a replacement product; and, such current retail cost shall not exceed the original retail purchase price You paid for the covered product and excluding taxes, shipping and installation. Technological advances may result in a replacement product with a lower retail price than the original product; you are not entitled to a refund in the difference in price in such a case. You may be required to return the original defective product to Us at Your expense in order to obtain the settlement amount; failure to do so may result in the forfeiture of the settlement offer or previous cash payment. Replacement of a covered product or payment of a cash settlement under this benefit will fulfill this contract in its entirety and will cancel and discharge further obligations under the Service Contract, where allowed by law. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of this benefit. The No Lemon Benefit does not include repairs performed by the manufacturer under its limited warranty. This benefit does not apply to renewal Service Contracts.

SERVICE CONTRACT LIMIT 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 original purchase price of Your product, excluding taxes. 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. In no event shall the total of all claims or replacement exceed the original price paid by You for 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.

TRANSFERABILITY: This Service Contract may be transferred to a subsequent owner of the product. To transfer, You must notify the Administrator with the Service Contract number, date of transfer, new owner's name, address and telephone number. Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner.

RENEWALS: In the event We offer to renew Your Service Contract, You will be notified of the terms and conditions and fees that will apply to the renewal. We are not obligated to renew Your Service Contract.

GENERAL EXCLUSIONS:

- 1) New products with less than a thirty (30) day manufacturer's warranty; any refurbished products with less than a sixty (60) day manufacturer's warranty;
- 2) Products/parts with a lifetime warranty;
- 3) Consumable replacement and/or wear items including but not limited to: lamps, bulbs, housings, fuses, fluids, hoses, belts, bags, batteries, chargers, screw/drill bits, blades, grinder pads, sandpaper, disks, staples, saw blades, paint, nozzles, tires, seats, fuel, spark plugs, filters, adaptors and remote controls not purchased separately;
- 4) Failure or damage of non-operational components such as but not limited to: case or body housings and frames, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, handles, knobs, masks, racks, rollers or wheels, shelves, drawers, software, media and cosmetic damage that does not impede the functionality of the product;
- 5) Damage caused by unauthorized repair, improper gas or water connections, or electrical wiring and connections, connection to other products not recommended for interconnection by the manufacturer, damage caused during delivery, improper installation or setup, negligence, misuse, abuse, or intentional damage;
- 6) Damage due to animal/insect infestation, theft, loss, malicious mischief, vandalism, Acts of Nature, exposure to weather, moisture and other environmental conditions; civil disorder, riot and nuclear accident;
- 7) 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;
- 8) "No problem found" diagnosis or failure to follow the manufacturer's instructions; cleanings and alignments;
- 9) Any failures, parts and/or labor costs incurred as a result of a manufacturer's recall;
- 10) Utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used; any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;
- 11) Conditions which existed prior to Your purchase and delivery of the product;
- 12) Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- 13) Cost of routine or preventative maintenance, or damages caused by improper routine or preventative maintenance;
- 14) Seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, resulting from using stale, contaminated or improper lubricants; or resulting from freezing or overheating;
- 15) Products with safety features removed, bypassed, disabled or altered; products with altered, removed or missing serial numbers, unless product was manufactured without a serial number; or
- 16) Unless Accidental Damage Coverage has been purchased, We will not cover product failures due to an unexpected and unintentional external event (falls, collisions, drops or spills) that arises from Your normal daily usage of the product.

CANCELLATION: You may cancel this Service Contract for any reason at any time. To cancel Your Service Contract, contact the retailer from which You purchased the Service Contract. If the Service Contract is cancelled by You: (a) within thirty (30) days of receipt of this Service Contract, You will receive a full refund of the price paid for the Service Contract provided no service has been performed, or (b) after thirty (30) days, You will receive a pro rata refund, less the cost of any service received and 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. 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.**