

National Repair Plan Terms and Conditions Famous Tate

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. **If You live in AL, AZ, NV, UT or WY, BWG Protection Plans, Inc., 360 Central Ave., St. Petersburg, FL 33701 is the Obligor/Provider/Administrator of this service contract. If You live in HI, BWG Protection Plans, 360 Central Ave., St. Petersburg, FL 33701 is the Obligor/Provider/Administrator of this service contract. If You live in NY, VAC Service Corporation, P. O. Box 730, Middletown, NY 10940, is the Obligor/Provider/Administrator of this service contract. If You live in FL, VAC Service Corporation of Florida, Inc., P.O. Box 730, Middletown, NY 10940, is the Obligor/Provider/Administrator of this service contract. In all other states Bankers Warranty Group Inc., 360 Central Ave., St. Petersburg, FL 33701 is the Obligor/Provider/Administrator of this service contract.** "Service Contract" indicates the terms and conditions, limitations, exceptions and exclusions included herein and Your purchase receipt constitute the entire agreement. Rights under this Service Contract may vary from state to state.

TERM AND COVERAGE: The term of the Service Contract commences at the date of purchase of the eligible covered product(s) and is inclusive of the manufacturer's 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. There is no deductible for this Service Contract. **ALL CLAIMS MUST BE REPORTED PRIOR TO THE EXPIRATION DATE OF THE SERVICE CONTRACT.**

WHAT IS COVERED: Subject to the terms and conditions of the Service Contract, service performed under the Service Contract shall consist of labor and parts necessary to restore Your product to normal operating condition. The Service Contract provides coverage for the repair or replacement (as applicable) of the covered Product resulting from failures that occur during normal use and operation in accordance with the manufacturer's written specifications. Your Product must be readily accessible in order for service to be performed. The Service Contract provides coverage only for the Product(s) listed on Your schedule page and/or sales receipt.

THE FOLLOWING PRODUCTS ARE ELIGIBLE FOR COVERAGE UNDER THIS SERVICE CONTRACT:

MAJOR APPLIANCES: Included but not limited to, clothes washers, clothes dryers, dishwashers, freezers, garbage disposals, microwave ovens, ovens, range hoods, exhaust systems, ranges, counter cook tops, refrigerators, 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 and induction burners), internal hoses, motors, safety switches, sealed systems, seals and gaskets, switches, thermostats, belts on clothes washers, rollers on clothes dryers, and valves.

MAJOR COMPONENT ONLY CONTRACTS: If You purchased a Major Component Coverage Service Contract and a specific component is listed on Your schedule page and/or sales receipt, only the component listed is eligible for coverage. Major Component Coverage is limited to the following Major Appliance Components: compressors, magnetron tubes, transmissions, motors, heating elements, bake/broil/surface elements (except halogen and induction burners), and hood fan motors. We are responsible solely for the cost of the component or part under the Major Component Coverage Service Contract. **Labor costs for the repair, replacement, and installation of the component are not covered by this Service Contract and are Your responsibility. We will diagnose Your problem over the telephone and ship the component part directly to You at Our expense. We may offer You a cash settlement in lieu of the replacement component part. Cash settlement is limited to Our cost for the component part. Under no circumstance shall We be liable for any consequential damage resulting from but not limited to improper installation of the covered component part. The component or part must be installed by a qualified service technician.** The total payment(s) for all claims under the Major Component Coverage contract shall not exceed Our cost of the covered component excluding taxes.

ADDITIONAL COVERAGE & SERVICES

- A. Food Spoilage Benefit:** We will reimburse You for food loss that results from a covered mechanical or electrical component failure. Our limit of liability for this coverage is two hundred fifty dollars (\$250.00) on refrigerator products and five hundred dollars (\$500.00) on Professional Series refrigerator products per occurrence over a 12 month calendar period. Food loss that results from a loss or interruption of power is not covered. We reserve the right to request purchase receipts and/or a list of spoiled contents when making a claim. Food Spoilage coverage commences once product has been installed and functioning for a minimum of three days.

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- B. Power Surge Protection:** This service contract protects against operational or mechanical failure of a covered product resulting from a power surge.
- C. No Lemon Policy:** If after the manufacturer's warranty period expires, Your covered product fails three (3) times due to a mechanical failure resulting in three separate claim numbers assigned by Us on the same product, and that product requires a fourth (4) repair, as determined by Us, We may replace the failed product with a product of like kind and similar features or We may elect to pay You a cash settlement. The cash settlement amount shall not exceed the current retail cost of a like kind product or the purchase price You paid for the original covered product excluding taxes. You may be required to return the original defective product to Us at Your expense. Replacement of a covered product or payment of a cash settlement will fulfill this agreement 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 the No Lemon Policy. The No Lemon Policy does not apply to Major Component Service Contracts.

TYPES OF SERVICE AND SERVICE LOCATION: In the event that You purchased In-Home/On-Site service as indicated on Your Schedule page and/or sales receipt, repairs will normally be performed at Your residence. In the case that some work must be completed at the repair center, We will reimburse You for transportation or shipping of Your product or component to the repair center. If You live beyond a thirty-five (35) mile radius of an authorized repair center, You may be required to ship/transport the Product to the designated repair center; however shipping/transportation charges will be covered by the Service Contract. In-Home/On-Site service shall normally be available and rendered during the regular working hours and workweek of the authorized service provider. An adult of legal age must be present at the location where on-site service will be performed. You must provide a safe environment for Our service provider in order to receive service. In-Home/On-site service is not available for, but not limited to, the following items: small appliances and or similar products.

SERVICE CONTRACT LIMITS OF LIABILITY; AGGREGATE LIMIT: The total payment(s) for all claims under this contract shall not exceed the original retail purchase price of the covered product or system excluding taxes.

REPLACEMENT OPTION: At Our option, Your covered product may be replaced with a new or reconditioned product of like kind and similar features. The price of the replacement product shall not exceed the retail purchase price of the original covered product. Our responsibility is to replace Your Product with a product of similar features, capacity and/or efficiency. We 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. If We elect to replace rather than repair Your covered Product and a replacement product as described above is not available, We will pay You a cash settlement. The cash settlement amount shall not exceed the current retail cost of a like kind product or the purchase price You paid for the original covered product excluding taxes. You may be required to return the original defective product to Us at Your expense. Replacement of a covered product or payment of a cash settlement will fulfill this agreement in its entirety and will cancel and discharge further obligations under the Service Contract, where allowed by law.

FOR REPLACEMENT ONLY CONTRACTS: If You purchased the Replacement Only Contract as indicated on the schedule page and/or Your sales receipt, We will replace your failed product with a new or reconditioned product of like kind and similar features. The price of the replacement product shall not exceed the retail purchase price of the original covered product. Our responsibility is to replace Your product with a product of similar features, capacity and/or efficiency. We 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.

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 Us and authorized service provider during any telephone diagnosis and repair of the covered Product including accessibility of the covered Product. If you request service for a non covered repair, You will be responsible for all costs associated with the repair.

IF YOU NEED SERVICE: Call 1-800-874-7587 and have Your contract number available. Service will be available 24 hours a day, 7 days a week. We may perform a telephone diagnosis of the Product failure. If Your covered Product is deemed defective, at Our sole determination, You will be instructed as to the procedures for obtaining service applicable to Your covered Product. You may be asked to provide proof of purchase as a condition for receiving service under this

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Service Contract. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS SERVICE CONTRACT IN A SAFE PLACE.**

WHAT IS NOT COVERED:

- A. Any new products with less than an original ninety (90) day manufacturer's parts and labor limited warranty and/or refurbished products.
- B. Consumer replaceable items including but not limited to; light bulbs; fuses; replaceable fluids; hoses; belts other than clothes washer belts, or any other parts or materials which are designed to be consumed during the life of the product.
- C. Failures of the following non-operational components such as but not limited to: cabinetry and cabinet frames, decorative finishing, door liners, glass, custom fronts for appliances, handles, knobs, masks, racks, rollers, shelves, and cosmetic damage.
- D. Damage resulting from unauthorized repair; improper gas or water connections, or electrical wiring and connections; damage caused during delivery, improper installation, or setup; user facilitated minor adjustments and settings outlined in the product's owners manual; inaccessible products or parts; negligence, misuse or abuse.
- E. Failures due to corrosion, rust, dust, animal or insect damage; Acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake; civil disorders; riot; nuclear accident; accidental physical damage by any external cause; malicious mischief; theft or vandalism.
- F. Your failure to follow the instructions described in the product's owner's manual, manufacturer's recommended maintenance procedures, requirements and misuse or abuse of the product.
- G. Payments for subsequent service calls, including trip charges which result in no problem found diagnosis, customer education and non-failures as determined by the Administrator whereby a repair is not required to return Your product to normal operating condition in accordance with the manufacturers written specifications are not covered.
- H. Failure, inoperability, or disruption of any product or product functions due to any manufacturer recall.
- I. **Products used for commercial purposes, public usage, rental, or communal use in multi-family housing. Use of a product for these purposes or in these settings will void this Service Contract.**
- J. Conditions, which existed prior to Your purchase and delivery of the product or the Service Contract. Special, indirect, incremental, or consequential damages; loss of use.
- K. Any service request or situation which may pose a health risk to Our technicians or service providers, including but not limited to insect infestation, mold, or fungus; whether or not such circumstances were a result of a covered failure.
- L. Any cost associated with tearing apart walls, cabinetry, etc. to access wiring, components, etc. associated with custom installations of major appliances.
- M. IN NO EVENT SHALL THE ADMINISTRATOR, OR OBLIGOR OF THIS SERVICE CONTRACT OR THE RETAILER FROM WHOM YOU PURCHASED THE SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, OR LOSS OF USE DURING THE REPAIR PERIOD OF THE PRODUCT (S) OR WHILE OTHERWISE AWAITING PARTS.

REPLACEMENT PARTS: In connection with the repair service for a covered Product as provided under this Service Contract, the authorized service provider or its designee, at its sole discretion, may use replacement parts which are new or rebuilt parts that perform to the factory operational specifications of the Product. The use of non-original manufacturer parts is permitted under the Service Contract.

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.

AVAILABILITY OF SERVICE AND DELAYS: Service will normally be available during the normal work hours and workdays of Our authorized service providers. We will make a reasonable effort to provide timely service or repair of Your

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Product, however We cannot be held liable for service delays beyond Our control or any damages that may arise out of delays including but not limited to consequential damages. In the event that Your service is delayed more than thirty (30) business days, the expiration date of Your Service Contract will be extended by the repair time in excess of thirty (30) days. In the event you are unable to keep Your scheduled appointment with a service provider, You must call to cancel the appointment in advance of the agreed upon time of service or you may be responsible for paying the second tip charge for the subsequent rescheduled repair.

MANUFACTURER'S WARRANTY: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer as described under the manufacturer's expressed warranty. We may cover other parts and services not covered by the manufacturer's warranty and as described in the Service Contract. We will refer You to the manufacturer for parts and services covered under the manufacturer's warranty.

RENEWALS: We may, at Our option, renew Your Service Contract. We are not required or obligated to offer You another Service Contract. In the event You are offered a renewal Service Contract, You will be notified of the terms and conditions and the Service Contract fees that will apply to the 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 Us by mail with the name and address of the new owner within 15 days of the change of ownership.

CANCELLATION: You may cancel this contract for any reason at any time. To cancel it, submit Your request in writing to the Administrator at the address cited below. If You cancel this Service Contract within the first thirty (30) days after receipt of 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 receipt 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, the Administrator will cancel this Service Contract and return the full purchase price of the Service Contract to You.

This Service Contract is not a contract of insurance; however the obligations under this Service Contract are insured by a contractual liability insurance policy provided by Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

PLEASE REFER TO SPECIFIC STATE DISCLOSURES TO CONFIRM ANY INDIVIDUAL STATE REQUIREMENTS. THOSE INDIVIDUAL STATE DISCLOSURES SUPERSEDE ANY OTHER PROVISIONS IN THIS SERVICE CONTRACT TO THE CONTRARY.

ALABAMA: 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 know 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

ARIZONA: If You live in AZ, BWG Protection Plans, Inc., 360 Central Ave., St. Petersburg, FL 33701 is the Service Company/Obligor/Administrator of this Service Contract. You may cancel the Service Contract at any time and receive a pro rata refund. No claim incurred or paid shall be deducted from the amount to be returned. The Service Contract may not be cancelled for misrepresentation by either the service company or its subcontractors.

CONNECTICUT: If the Extended Warranty Provider fails to perform according to the terms of the Service Contract within 60 days after proof of loss has been filed with the provider You may submit a claim to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. The contract holder has the right to file a complaint to the Connecticut Insurance Department, Attention: Consumer Affairs, P. O. Box 816, Hartford, CT 06142. The written TC-FT-0507 CL13 070907.doc

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complaint must describe the dispute, the product purchase price, the repair costs and a copy of your Service Contract. If your Service Contract is for less than one year, the term of your Service Contract will be automatically extended for the period during which your product is in the custody of the provider for repair.

FLORIDA: You may cancel this contract for any reason at any time. To cancel it, submit Your request in writing to Us at the address cited below. If You cancel this Service Contract, You will receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs of the product. If We cancel the Service Contract, You will receive one hundred percent (100%) of the unearned pro rata purchase price. **THIS SERVICE CONTRACT IS ADMINISTERED BY VAC SERVICE CORPORATION OF FLORIDA, INC., 334 County Route 49, P. O. Box 730, Middletown, NY 10940-0730.**

GEORGIA: Cancellation of this Service Contract by the Obligor shall be in writing and shall conform to the requirements of Georgia Code Section 33-24-44. Notice of cancellation will be given at least thirty (30) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Service Contract. You may make a claim to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185 if the Administrator fails to perform according to the terms of the Service Contract within 60 days after proof of loss has been filed with the Administrator.

HAWAII: If the Administrator cancels the Service Contract, the Administrator will mail a written notice to You at Your last know 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. The right to cancel the Service Contract is not transferable and shall apply only to the original Service Contract purchaser.

ILLINOIS: This Service Contract does not cover normal wear and tear. 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

INDIANA: The holder of the Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the Administrator to pay any claim within sixty (60) days after the claim has been filed. The claim may be filed with: Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

KENTUCKY: The holder of the Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within sixty (60) days after the claim has been filed with the maker. The claim may be filed with: Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

MARYLAND: The term of your Service Contract will be automatically extended for the period during which your product is in the custody of the provider for repair. 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.

NEVADA: No claim incurred or paid shall be deducted from the amount of Your cancellation refund. This Service Contract may not be cancelled by the Provider before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: failure of the holder to pay an amount when due; conviction of the holder of a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by the holder, or a violation by the holder of any condition of the Service Contract which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. 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. The right of the holder to return a Service Contract pursuant to the laws of Nevada applies only to the original purchaser of the Service Contract.

NEW MEXICO: This Service Contract may not be cancelled by the Provider before the expiration date of the agreed term if it has been in effect at least seventy (70) days except for the following reasons: failure of the holder to pay an amount

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when due; conviction of the holder of a crime which results in an increase in the service required under the Service Contract; or in presenting a claim for service there under; discovery of an act or omission by the holder, or a violation by the holder of any condition of the Service Contract which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. If the Provider fails to refund the purchase price within sixty (60) 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.

NEW YORK: If the Provider fails to refund the purchase price within thirty (30) 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

NORTH CAROLINA: The purchase of this Service Contract is not required in order to obtain financing for the product.

OKLAHOMA: THIS SERVICE CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS SERVICE CONTRACT. THIS SERVICE CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. If You cancel the Service Contract, You shall receive a refund based on ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Service Contract the refund will be based on one hundred percent (100%) of the unearned pro rata purchase price.

OREGON: 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. In the event You have an emergency situation and are unable to reach Us, you may proceed with repairs. We will reimburse You in accordance with the Service Contract provisions.

SOUTH CAROLINA: If the Administrator cancels the Service Contract, the Administrator will mail a written notice to You at Your last know address at least fifteen (15) 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. You may notify the Department of Insurance at P. O. Box 100105, Columbia, SC 29202-3105, 803-737-6180 with any complaints or questions regarding the Service Contract.

TENNESSEE: The expiration date of the Service Contract will automatically be extended by the duration that the covered product is withheld from Your use while being repaired, plus two (2) days.

TEXAS: If You live in TX, Bankers Warranty Group, Inc., 360 Central Ave., St. Petersburg, FL 33701, is the Obligor/Provider/Administrator of this Service Contract. If the Provider cancels the Service Contract, the Provider will mail a written notice to You at Your last know 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, TX 78711, (800) 803-9202 or (512) 463-6599.

UTAH: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association We may cancel this Service Contract during the first sixty (60) days for by mailing a written notice to You at least thirty (30) days prior to the effective date of cancellation that includes the reason for cancellation. We may cancel

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this Service Contract after the first sixty (60) days by mailing a written notice to You at least thirty (30) days prior to the effective date of the cancellation for the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or substantial breaches of contractual duties, conditions, or warranties. Refer to Your purchase receipt for the single pay retail price You paid for Your Service Contract. This Service Contract does not have a deductible. 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185, 1-800-282-8913.

VERMONT: 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. This Service Contract shall be interpreted and enforced according to the laws of the State of Vermont.

WASHINGTON: If the Provider fails to refund the purchase price within thirty (30) 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. The Service Contract holder is entitled to make a claim directly to Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.

WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Service Contract. A claim may not be denied solely because the contract holder did not obtain preauthorization.

WYOMING: 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 Dealers Assurance Company, 3518 Riverside Drive, PO Box 21185, Columbus, OH 43221-0185.