



## PerformanceGuard PROTECTION PLAN

*Dear*

Thank You for Your recent purchase of the PerformanceGuard Protection Plan. We hope You enjoy your new contract with the added comfort and protection this plan provides.

Attached is Your important Protection Plan terms and conditions document, and this email is to serve as Your "Contract Purchase Receipt" that is referenced within Your Contract terms and conditions document. Please confirm the following is correct and be sure to read Your attached Contract terms and conditions document carefully.

### PerformanceGuard Protection Plan

**Your Contract Number:**

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**Plan Purchased:**

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**Contract Purchase Date:**

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**Contract Purchase Price:**

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**Deductible:**

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**Coverage Waiting Period:**

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**Coverage Start Date:**

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**Term of Coverage:**

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**Contract Administrator:** Warrantech Consumer Product Services, Inc.  
FLORIDA: WCPS of Florida, Inc. (Lic. #80202)

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**Contract Obligor/Provider:** AMT Warranty Corp.  
FLORIDA: Technology Insurance Company, Inc. (Lic. #03605)

If you require any assistance, please feel free to contact the PerformanceGuard Customer Service department at 1-888-752-7849 or visit us online at [www.myprotectionplan360.com/performanceguard](http://www.myprotectionplan360.com/performanceguard).

Thank You,  
Customer Service

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**PERFORMANCE GUARD**  
**Commercial Service Contract**  
**Terms & Conditions**

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**CONGRATULATIONS!** Thank you for purchasing Performance Guard. Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and the Contract Purchase Receipt together in a safe place, as these will be needed at time of Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under this Contract. For any questions regarding the information contained in this Contract document, or Coverage in general, please contact the Administrator toll-free at 1-888-752-7849.

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**DEFINITIONS**

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*Throughout this Contract, the following capitalized words have the stated meaning –*

- **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, New York, 10038).
- **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1077, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to the Holder.
- **“Contract Holder”, “Holder”, “You”, “Your”**: the purchaser/owner of the Product(s) covered by this Contract.
- **“Product(s)”**: the item(s) that the Holder originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **“Product Purchase Price”**: the amount paid by the Holder for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on the Holder’s Contract Purchase Receipt.
- **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
- **“Term”**: the period of time in which the provisions of this Contract are valid.
- **“Claim”**: a demand for payment in accordance with this Contract sent by the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the Holder’s Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **“Power Surge”**: damage to the Product resulting from an oversupply of voltage to the Holder’s Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services covered under this Contract (if any).
- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage.
- **“Repair”**: the actions We take to mend, remedy, or restore the Holder’s Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in the event We determine the Holder’s previous Product is not suitable for Repair. We reserve the right to Replace the Holder’s defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

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**CONTRACT TERM – EFFECTIVE DATE OF COVERAGE**

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1. **Coverage for damages to the covered Product resulting from Power Surge or, if purchased/applicable, ADH/ADP** begins upon Product purchase date and continues for the Term shown on the Holder’s Contract Purchase Receipt.
2. **Coverage for a Breakdown** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of the Term shown on the Holder’s Contract Purchase Receipt.

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**PRODUCT ELIGIBILITY**

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In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) purchased as new from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

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**WHAT IS COVERED**

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During the CONTRACT TERM described above, in the event of a covered Claim for ADH, Power Surge, or Breakdown on the covered laptop, desktop, or tablet computer Product, this Contract provides for the labor and/or parts required to Repair the covered Product, or at Our sole discretion, Replacement of the covered Product in lieu of Repair (“**Coverage**”).

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer’s ability to fulfill its obligations. We will Repair or Replace the Holder’s Product pursuant to the provisions of this Contract. If We decide to provide a Replacement Product, technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. Any and all parts or units Replaced under this Contract become Our property in their entirety. *When a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.* WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW,



REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

**ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT – NO LEMON GUARANTEE**

This Contract also provides a “NO LEMON GUARANTEE”. During the Term, if the Holder’s Product has three (3) Repairs covered under this Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered covered under this Contract (“Qualifying Service Repairs”), We will Replace the Holder’s Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the “LIMIT OF LIABILITY” section. Any Repair services performed while the Holder’s Product is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

**DEDUCTIBLE**

No Deductible is required under this Service Contract.

**PLACE OF SERVICE**

For all covered Claims, this Contract provides pre-paid shipping of the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to the Holder’s registered location on file.

**LIMIT OF LIABILITY**

In accordance with the CONTRACT TERM, the maximum amount that We will pay for services in connection with all Claims pursuant to this Service Contract is as follows:

- **For Breakdown Covered Claims:** repairs to the covered Product up to the amount equal to the Product Purchase Price or one (1) replacement of the original covered Product; whichever occurs first. Once this limit has been reached, Our obligations for Breakdown Claims will be considered fulfilled and no additional Breakdown Claims will be eligible under this Contract.
- **For ADH Covered Claims:** maximum of one (1) Claim for ADH will be considered under this Contract. Once We have paid for one (1) ADH Claim, Our obligations for ADH Claims will be considered fulfilled and no additional ADH Claims will be eligible under this Contract.

Once both limits have been reached, Our obligation under this Service Contract will be considered fulfilled in its entirety and the Holder’s Coverage ends.

In addition to that which is noted above, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to the Holder, including any inherent Product flaws.

**WHAT IS NOT COVERED – EXCLUSIONS**

**THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:**

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| <ul style="list-style-type: none"> <li>(a) Pre-Existing Conditions incurred or known to the Holder (“Pre-Existing Conditions” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Holder’s Product before this Contract was purchased);</li> <li>(b) Improper packaging and/or transportation by the Holder or the Holder’s representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;</li> <li>(c) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;</li> <li>(d) Damage from freezing or overheating;</li> <li>(e) Normal wear and tear;</li> <li>(f) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;</li> <li>(g) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;</li> <li>(h) Rust, corrosion, warping, bending;</li> <li>(i) Animals (including pets), animal inhabitation or insect infestation;</li> <li>(j) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning,</li> </ul> | <ul style="list-style-type: none"> <li>dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</li> <li>(k) Accidental Damage from Handling (ADH / ADP); unless ADH / ADP is indicated on the Holder’s Contract Purchase Receipt;</li> <li>(l) Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;</li> <li>(m) Improper use of electricity and power fluctuations;</li> <li>(n) Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer’s ability to pay for such repairs;</li> <li>(o) Merchandise that has removed or altered serial numbers;</li> <li>(p) Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;</li> <li>(q) Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);</li> </ul> |
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- (r) Normal periodic or preventive maintenance, user education or set up adjustments;
- (s) Any service of the Product that is covered by a warranty, other service contract, or insurance;
- (t) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;
- (u) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens (except as may otherwise be covered if ADH / ADP is indicated on the Holder's Contract Purchase Receipt);
- (v) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;
- (w) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (x) Any service performed outside of the United States of America, its territories, or Canada.

THE HOLDER IS RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE HOLDER'S COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO THE HOLDER. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF THE HOLDER'S PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

#### HOW TO FILE A CLAIM

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO THE HOLDER'S PRODUCT IS COVERED UNDER THE SERVICE CONTRACT. In order for a Claim to be considered, the Holder must contact the Administrator first for Claim approval and authorization number. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKE UNAUTHORIZED REPAIRS.**

**COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:**

1. Go online to [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-752-7849 with Your Contract Purchase Receipt readily available.
2. Explain the problem Your Device is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Device will be further serviced.

This Contract includes coverage for shipping costs to and from the designated servicing center for all covered Claims. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

#### RENEWABILITY

After the Contract Term expires, We may offer the Holder the option to renew Coverage. If We offer renewal, the renewal price quoted will reflect the age of the Holder's Product and the prevailing Product Replacement cost at the time of the renewal.

#### TRANSFERABILITY

Coverage under this Contract cannot be transferred to any other party or product.

#### GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to Replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event the Holder cancel this Contract and We fail to refund any unearned portion of the Contract price, the Holder is entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

#### CANCELLATION

***You may cancel this Service Contract at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.***

**IF YOU CANCEL THIS CONTRACT:**

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us. **NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You.**

2. After 30 days from the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited). *NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You.*

**WE MAY ONLY CANCEL THIS CONTRACT FOR:**

1. Non-payment of the Contract purchase price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the covered Device or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

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**PRIVACY AND DATA PROTECTION**

The Holder agrees that any information or data disclosed to Us under this Contract is not confidential. Furthermore, the Holder agree that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Contract. This may include transferring the Holder's data to affiliated companies or third party service provider. Except for the purposes of providing services in this Contract, We will not share the Holder's information with third parties without the Holder's permission and We will comply with applicable privacy and data protection laws in the Holder's specific jurisdiction.

Unless specifically prohibited by the Holder's jurisdiction's privacy and data protection laws, We may transfer the Holder's information to other countries and jurisdictions provided that anyone to whom We transfer the Holder's information provides an adequate level of protection. In addition, the Holder's information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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**GENERAL PROVISIONS**

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to the Holder when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
3. **Notices.** the Holder expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the Holder provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to the Holder is considered delivered when sent to the Holder by email or fax number that the Holder provided to Us, or three (3) days after mailing to the street address the Holder provided.

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**ENTIRE AGREEMENT**

This Service Contract; including the Contract Purchase Receipt, terms, conditions, limitations, exceptions and exclusions, and the Holder's Contract Purchase Receipt, constitute the ENTIRE AGREEMENT between Us and the Holder and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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**SPECIAL JURISDICTIONAL REQUIREMENTS**

**Regulation of commercial service contracts may vary widely from state to state. Any provision within this Contract which conflicts with the laws of the state where the Holder's business operates will automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if the Holder's Contract was purchased in one of the following states and supersede any other provision within the Holder's Contract terms and conditions to the contrary.**

- **CONNECTICUT ONLY** – This Contract is amended as follows:

The following disclosure statement is added to the "CANCELLATION" section: The Holder may cancel this Service Contract if the covered Product is sold, lost, stolen, or destroyed.

Additional Disclosure Statements: In the event of a dispute with Administrator, the Holder may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of Repair of the Product and a copy of the warranty Service Contract.

**SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

- **GEORGIA ONLY** – This Contract is amended as follows:

The “CANCELLATION” provision is amended as follows: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by the Holder. In no event will Claims or a cancellation fee be deducted from any refund.

The “WHAT IS NOT COVERED - EXCLUSIONS” provision is amended as follows: Only unauthorized modifications, adjustments, alterations, manipulation or repairs performed after the effective date of the Service Contract are excluded.

- **ILLINOIS ONLY** – The following disclosure statement is added to this Contract:

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

- **INDIANA ONLY** – The following disclosure statements are added to this Contract:

This Service Contract is not insurance and is not subject to Indiana insurance law. The Holder’s proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to the Holder. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

- **OREGON ONLY** – This Contract is amended as follows:

This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 327-5818 and the Holder.

- **UTAH ONLY** – This Contract is amended as follows:

Added Disclosure Statements: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The “CANCELLATION” provision is amended as follows: We may only cancel this Service Contract for material misrepresentation, nonpayment by the Holder or a substantial breach of duties by the Holder relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice.

The “HOW TO FILE A CLAIM” provision is amended as follows: If You need to file a claim under this Service Contract, You must contact the Administrator (available 24/7) at [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or toll-free 1-888-752-7849 to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.