

PRODUCT CARE PLAN TERMS AND CONDITIONS

For All Products Under \$147 Click [Here](#)

For All Product Over \$147 Click [Here](#)

SERVICE PLAN TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882.

Definitions: Throughout this Plan the words (1) "we", "us", or "our" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan. ; (2) Administrator refers to (a) National Electronics Warranty, LLC in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; and (c) Asurion Service Plans of Florida, Inc. in FL (a service warranty association) in FL, ("NEW" refers collectively to National Electronics Warranty, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.)The administrator can be contacted at: P.O. Box 1458, Sterling, Virginia, 20167; (3) "Wal-Mart" refers to Wal-Mart Stores, Inc. and Walmart.com;(4) "product" refers to the item which you purchased concurrently with and is covered by this Plan; (5) "you" and "your" refers to the individual who purchased the product and this Plan; (6) "breakdown" refers to the mechanical or electrical failure of the product caused by defects in workmanship and/or materials, normal wear and tear, dust, heat, humidity and power surges. For video game software/CD/DVD Plans, "breakdown" refers to (i) scratches due to normal wear and tear as a result of normal use and (ii) damage caused by unintentional and accidental damage from handling as a result of normal use.

Instructions: You must keep the receipt for this product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, and exclusions, the receipt containing the length of this Plan, commencement date and product identification constitute the entire agreement.

What is Covered:

For All Service Plans (Except video game software/CD/DVD Plans): This Plan covers parts and labor costs to repair your product in the event the product experiences a breakdown.

Accidental Damage from Handling (ADH) – (offered on Portable and Handheld Products only): If your receipt indicates that you have purchased an ADH plan, you will receive the following additional coverage in addition to what is stated in the For All Service Plans above: a mechanical or electrical breakdown caused by unintentional and accidental damage from handling of the Product is also covered.

If we determine that we cannot service your product as specified in this Plan, we may replace it with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT** or we may at our discretion issue you a gift card or check for the original purchase price of that product, including taxes, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

For Video Game Software/CD/DVD Plans: This Plan provides for the replacement of your covered product that experiences a breakdown. If your product experiences a breakdown it will be replaced with a refurbished product with the same title as your original product. In the event a refurbished product is not available, we will at our discretion, provide you with a new product or reimburse you in an amount equal to the original purchase price of the covered product. Once your product has been replaced or you have received reimbursement for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety.

This Plan includes the following enhanced coverage and service:

For Riding Mower Plans:

- Pickup and delivery for riding mowers begins on date of purchase.

For Desktop and Laptop Plans:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Surge protection from date of purchase.
- For Laptops only, this Plan provides for coverage due to accidental damage from handling from date of purchase.

NOTE: The following three benefits of the Desktop and Laptop Plans may take up to 48 hours to access. Please contact the number below if you have any questions.

- On-line access to "How-to guides" for new PC setup and configuration.
- One (1) year of access to anti-virus software. **NOTE:** This Plan does not cover loss or damage resulting from a computer virus, including but not limited to damage to stored data.
- One (1) year of access to online backup service. **NOTE:** This Plan does not cover loss or damage resulting from loss of data.

For Grill Plans:

- Facilitate the parts procurement process, including the shipping of parts to and from the service center, from date of purchase.

For Video Game Software/CD/DVD Plans:

- Shipping costs to our facility for replacement.

For All Other Service Plans:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Two (2) annual clean and adjustments for DVD Players and VCRs after expiration of the manufacturer's labor warranty.
- Repair or replacement of remote controls.
- Surge protection from date of purchase.

Term of Coverage:

For Riding Mower Plans: The term of this Plan coverage begins on your date of purchase and continues for a period of four (4) years. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed. This Plan is inclusive of the manufacturer's warranty; it 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 Plan continues to provide the manufacturer's benefits as well as certain additional benefits listed within the Plan's Terms and Conditions.

For Desktop and Laptop Plans: The term of this Plan coverage begins on your date of purchase and continues for a period of two (2) Years. Except for power surge for both Desktops and Laptops and accidental damage from handling for Laptops only, which begins on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer's warranty and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

For Video Game Software/CD/DVD Plans: The term and coverage of this Plan begin on your date of purchase and continue for a period of one (1) year.

If your receipt indicates you have purchased an ADH Plan, (offered on Portable and Handheld products only):

The term of this Plan coverage begins on your date of purchase and continues for the period indicated on your sales receipt. Except for power surge and accidental damage from handling, which begins on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer's warranty and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

For All Other Service Plans: The term of this Plan coverage begins immediately following the expiration of the manufacturer's labor warranty and remains in effect for a period of two (2) years or three (3) years, unless cancelled

or fulfilled pursuant to the provisions below. In the event Your Product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

To Make a Claim / How it works: If your product fails, call Product Care Plan Customer service at 1-877-968-6391 or go to www.productassist.com/walmart, to process your claim 24 hours a day, 7 days a week. You must call prior to having service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. Foreign language assistance is available for your convenience. If in-home service is provided for the full term of your manufacturer's warranty, then it will be provided under this Plan. If in-home service is not provided, unless otherwise noted, you will be responsible for delivery or the cost of delivery of the product to the service center for repair. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly.

No Lemon Policy: After three (3) service repairs have been completed on an individual product, for the same defect, and that individual product requires a fourth (4) repair, as determined by us, we will replace it with a product with equal or similar features and functionality equal to the current market value of the product, not to exceed the original purchase price of the product. Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. The No Lemon Policy does not apply to Video Game Software/CD/DVD Plans.

Limit of liability: For any single claim, the limit of liability under this Plan is the lesser of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement or (4) the price that you paid for the product. The total liability under this Plan is the purchase price you paid for the product; in the event that the total of all authorized repairs exceeds the purchase price paid for the product or we replace the product with another of equal or greater value, we shall have satisfied all obligations owed under this Plan.

Free transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call **1-877-968-6391**. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number. The video game software/CD/DVD Plan is not transferable.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

WHAT IS NOT COVERED: (1) REPAIRS CAUSED BY ACCIDENTAL OR INTENTIONAL PHYSICAL DAMAGE, SPILLED LIQUIDS (UNLESS YOU PURCHASED A LAPTOP, CD/DVD PLAN AND/OR YOUR RECEIPT INDICATES YOU HAVE PURCHASED AND ADH PLAN), INSECT INFESTATION, MISUSE, ABUSE, PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (2) SERVICE PERFORMED BY UNAUTHORIZED REPAIR PERSONNEL; (3) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (TRIMMER LINE, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, SPARK PLUGS, FILTERS, PLUMBING, FILTERS, KNOBS, REMOTES, BATTERIES, BAGS, BELTS, BULBS AND/OR LAMPS.); (4) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (5) ACTS OF GOD; (6) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING ; (7) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (8) CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (9) ANY FEES RELATED TO THIRD PARTY CONTRACTS; (10) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (11) ANY FAILURES, PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (12) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (13) SERVICE OR REPLACEMENT OUTSIDE OF THE USA; (14) CLEANINGS AND ALIGNMENTS UNLESS OTHERWISE NOTED; (15) THEFT; (16) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (17) COST OF PREVENTATIVE MAINTENANCE (EXCEPT FOR TWO ANNUAL CLEANINGS FOR VCR'S AND DVD'S), OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (18) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, RESULTING FROM USING CONTAMINATED OR IMPROPER LUBRICANTS; RESULTING FROM USING STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING

FROM FREEZING OR OVERHEATING; (19) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; (20) LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, CRACKED OR PHYSICALLY DAMAGED SCREENS OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (21) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (22) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY AND (23) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; AND (24) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION

No Deductibles: No deductibles apply to this Plan

Renewal: The Plan may be renewed at our discretion.

Cancellation: This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at Product Care Plan (Wal-Mart), PO Box 1818, Sterling, VA 20167. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan 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. This Plan shall be cancelled by us or N.E.W. for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by Us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

Insurance Securing this Plan: This Plan is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

State Variations

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the original purchase price of the product, as determined by us, not to exceed the original purchase price including all applicable taxes.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or anytime after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan shall be cancelled by us for fraud or material misrepresentation by you, including but not limited to commercial or rental use.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at Product Care Plan (Wal-Mart), PO Box 1818, Sterling, VA 20167. In the event You cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any

payments made by You under this Plan. In the event You cancel this Plan after 30 days of receipt of this Plan, You shall receive a refund based upon 100% of the unearned pro-rata premium less the cost of claims paid. This Plan shall be cancelled by us or N.E.W. for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by Us. If we or N.E.W. cancel this Plan, You shall receive a refund of 100% of the unearned pro-rata premium less the cost of claims paid. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas License Number: 16

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington Residents: You may apply directly to the insurance company.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. **Section 23 of the "What is not Covered" section of this Plan does not apply.** We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund. Accidental Damage from Handling covers breakdowns such as: drops, liquid spills and cracked screens.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-877-968-6391

Administered by:
N.E.W.
P.O. Box 1458 • Sterling, Virginia 20167• (877) 968-6391

Your Information:
First Name: _____ Last Name _____ Telephone () _____ Email _____

Street Address _____ City _____ State ____ Zip _____
Signature _____

Product Information:
Product Code _____ Model # _____ Manufacturer _____ Product Price
\$ _____

REPLACEMENT PLAN TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the “Plan”). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligors: The company obligated under the Plan in all states except Florida is **Asurion Service Plans, Inc.**, whose address is 875 North Michigan Ave Suite 3100, Chicago IL 60611, telephone 1-866-856-3882. In Florida, the company obligated under the Plan is **Asurion Service Plans of Florida, Inc.** whose address is 875 North Michigan Ave Suite 3100, Chicago IL 60611, telephone (866) 856-3882.

Definitions: Throughout this Plan the words (1) “we”, “us”, and “our” refer to the company obligated under this Plan; (2) “administrator” refers to (a) National Electronics Warranty, LLC in all states and DC except in AL, AZ and FL; (b) Asurion Service Plans, Inc. in AL and AZ; and (c) Asurion Service Plans of Florida, Inc. (a service warranty association) in FL (the administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167); (“NEW”)refers collectively to National Electronics Warranty, LLC, Asurion Service Plans, Inc. and Asurion Service Plans of Florida, Inc.; (3) “Wal-Mart” refers to Wal-Mart Stores, Inc. and Walmart.com; (4) “product” refers to the consumer item which you purchased concurrently with and is covered by this Plan; (5) “you” and “your” refers to the individual who purchased the product and this Plan; and (6) “breakdown” refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity, and d) power surges.

Instructions: You must keep the receipt for this product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the receipt containing the length of this Plan, commencement date and product identification constitute the entire agreement. Your rights under this Plan may vary from state to state.

Replacement Plan:

What is covered: This Plan covers the replacement of your product resulting from a breakdown. We will replace your product with the attached gift card or check equal to the original purchase price of your product, including taxes, as indicated on your receipt.

Accidental Damage from Handling (ADH) – (offered on Portable and Handheld Products only): If your receipt indicates that you have purchased an ADH plan, you will receive the following additional coverage in addition to what is stated above: a mechanical or electrical breakdown caused by unintentional and accidental damage from handling of the Product is also covered.

Term of Coverage

Non-Portable Products: The term of the Replacement Plan coverage begins immediately following the expiration of the manufacturer’s labor warranty and remains in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, or gift card for the original purchase price of your product, including taxes as indicated on your sales receipt.

Term of Coverage for Portable Products: If your receipt indicates that you have purchased an ADH plan, the term begins on your date of purchase and continues for the period indicated on your sales receipt and is inclusive of the manufacturer's warranty. ADH and power surge coverage begins on your date of purchase; all other coverage begins upon the expiration of the manufacturer's warranty. This will remain in effect unless cancelled or fulfilled pursuant to the provisions below for the term indicated on your sales receipt. Our obligations under this Plan will be considered fulfilled if we provide you with the electronics funds on the attached gift card or a check for the original purchase price of your product, including taxes as indicated on your sales receipt.

How it works: If your product experiences a breakdown contact us at 24 hours, 7 days a week at 877-968-6391, or go to www.productassist.com/walmart to process your claim in accordance with the terms and conditions of this Plan.

1. We will validate your receipt information.
2. We will email you a prepaid mailing label to the email address provided by you.
3. You will then package your product and return the product to us via your local UPS store or UPS drop box
4. After your product is scanned by UPS, we will activate your gift card with the amount equal to the original purchase price, including applicable taxes.

NOTE: You are responsible for backing up all software or data prior to replacement. We are not responsible for preserving data or restoring software or data to your product.

In the event you are unable to provide us an email address, We will mail you the pre-paid label.

Note: in the event you are unable to provide us with an email address, or you have lost the attached card, the speed We are able to provide you with the replacement funds could be delayed 10-15 days.

Limit of liability: For any single claim, the limit of liability under this Plan is (1) replacement with a product with similar features, or (2) the price that you paid for the product. The total liability under this Plan is the purchase price you paid for the product; in the event that we replace the product, we shall have satisfied all of our obligations under this Plan.

Free transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call (877) 968-6391. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Plan is not renewable.

Deductible: No deductible applies to this Plan.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES; (2) PRE-EXISTING CONDITIONS; (3) DAMAGE FROM ACCIDENTS (UNLESS YOU PURCHASED A PORTABLE OR HANDHELD PRODUCT AND YOUR RECEIPT INDICATES YOU HAVE PURCHASED AN ADH PLAN) (4) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) ACCESSORIES AND SUPPLIES, INCLUDING BUT NOT LIMITED TO: BULBS AND/OR LAMPS, BATTERIES, ANTENNAS, CARTRIDGES, STYLUSES, RECORDS, AUDIO/VIDEO DISKS, TAPES, COMPUTER SOFTWARE OR DISKS, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, VACUUM CLEANER BAGS AND BELTS, BULBS, SPARK PLUGS, FILTERS, TRIMMER LINES, OR EXTERIOR PIPES OR PLUMBING; (6) ACTS OF GOD; (7) PREVENTATIVE MAINTENANCE, OTHER THAN 2 ANNUAL HEAD CLEANINGS PROVIDED FOR UNDER THIS PLAN; (8) INHERENT PRODUCT DEFECTS; (9) COMMERCIALY-USED PRODUCTS OR MULTI-USER ORGANIZATIONS, PUBLIC RENTAL, OR COMMUNAL USE IN MULTI-FAMILY HOUSING; (10) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS PLAN; (11) LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, CRACKED OR PHYSICALLY DAMAGED SCREENS OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (12) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (13) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NONOPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (14) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (15) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING

SYSTEMS; (16) LOSS AND/OR THEFT OF THE PRODUCT; (17) LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (18) ANY FAILURES, OR PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (19) DAMAGE COVERED UNDER ANY INSURANCE POLICY, OR ANY OTHER WARRANTY OR SERVICE PLAN; AND (20) DAMAGE OR LOSS DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION.

Cancellation: This Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment may result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at Product Protection Plan (Wal-Mart), PO Box 1818, Sterling, VA 20167. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan 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.

Insurance Securing this Plan: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If we fail to act on your claim within 60 days, you may contact Continental Casualty Company directly at 1-800-831-4262.

State Variations

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives. **California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for the service agreement is not subject to regulation by the office.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code

33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or anytime after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan shall be cancelled by us for fraud or material misrepresentation by you, including but not limited to commercial or rental use.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: You may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where You purchased this Contract. You may also cancel this Contract by surrendering it or providing written notice to N.E.W. at the address listed below. You may cancel this Contract for any reason. In the event You cancel this Contract within 30 days of receipt of the Contract, You shall receive a full refund of any payments made by You under this Contract. In the event You cancel this Contract after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or N.E.W. may not cancel this Contract except for fraud, material misrepresentation or non-payment by You; or if required to do so by any regulatory authorization. If we or N.E.W. cancel this Contract, You shall receive a refund of 100% of the unearned pro-rata premium. We or N.E.W. may not cancel this Contract without providing You with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Contract.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such

matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas License Number: 16

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

WASHINGTON RESIDENTS: You may apply directly to the insurance company.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. Section 9 of the "What is not Covered" section of this Plan does not apply. We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund. Accidental Damage from Handling covers breakdowns such as: drops, liquid spills and cracked screens.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company.

To obtain a large-type copy of the terms and conditions of this Contract, please call (877) 968-6391

Administered by:
NEW
P.O. Box 1458 • Sterling, Virginia 20167 • (877) 968-6391
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Your Information:
First Name: _____ Last Name _____ Telephone () _____ Email _____

Street Address _____ City _____ State _____ Zip _____
Signature _____

Product Information:
Product Code _____ Model # _____ Manufacturer _____ Product Price
\$ _____