

## Product Care Plans 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:** Except as noted below, the company obligated under this Plan is AIG WarrantyGuard, Inc. (AIGWG), whose address is 300 South Riverside Plaza, Chicago, Illinois 60606-6113, telephone (800) 250-3819. If you reside in Florida the obligor is New Hampshire Insurance Company (NHIC), whose address is 175 Water Street 20<sup>th</sup> Floor, New York, NY 10038 Telephone number (800) 250-3819. If you reside in Oklahoma the obligor is Wal-Mart Stores, Inc.

**Instructions:** You must keep the email 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, the email receipt containing the length of this Plan, commencement date and product identification constitute the entire agreement.

**Definitions: Throughout these Plans the words** (1) we, us, or our refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan, or as otherwise stated herein; (2) administrator refers to N.E.W, in all states except AL, AZ, FL and WI: National Electronic Warranty Corporation in AL, and AZ, NEW Warranty Service Inc. in WI, and National Electronics Warranty Corporation of Florida (a service warranty association), P.O. Box 1458, Sterling, Virginia, 20167 (3) Wal-Mart refers to Wal-Mart Stores, Inc. (4) breakdown: The mechanical or electrical failure of the product caused by defects in workmanship and/or materials; (5) product: the consumer item which you purchased concurrently with and is covered by this Plan; (6) you and your: the individual who purchased the product and this Plan.

### Replacement Plan: (products less than \$147)

**What is covered:** This Plan covers reimbursement for your product in the event the product fails due to defects in workmanship and/or materials, normal wear and tear, failure due to dust, heat, humidity and failures manifesting from power surges. We will reimburse you for replacement of the product with a check, voucher or shopping card, at our discretion, for the original purchase price of your product, including taxes, as indicated on your receipt, when required due to a breakdown as defined above, including those failures experienced due to dust, heat, humidity, normal wear and tear, and power surges, which are not covered under any insurance policy, or any other warranty or replacement plan.

**Term of Coverage:** One and Three Year Replacement Plans are available. 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 a period of one or three years depending on the Plan you purchased. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, voucher, or shopping card for the original product purchase price of your product, including taxes as indicated on your sales receipt.

**How it works:** If your product fails during the manufacturer's labor warranty, contact them directly or contact us and we will provide you with a contact phone number if available. If your product fails after the manufacturer's warranty, contact Product Care Plan Customer service at **1-877-968-6391** to process your claim in accordance with the terms and conditions of this Plan.

### Service Plan: (products \$147 and over)

**What is covered:** This Plan covers parts and labor costs to repair your product in the event the product fails due to defects in workmanship and/or materials, normal wear and tear, failure due to dust, heat, humidity and failures manifesting from power surges. If your product cannot be repaired, we will reimburse you for replacement of the product with a check, voucher or shopping card, at our discretion, for the original purchase price of your product, including taxes, as indicated on your receipt, when required due to a breakdown as defined above, including those failures experienced due to dust, heat, humidity, normal wear and tear, and power surges, which are not covered under any insurance policy, or any other warranty or service plan.

**Term of Coverage:** Two and Three year Service Plans are available. The term of the Service 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 a period of two or three years depending on the Plan you purchased. Our obligations under this Plan will be considered fulfilled if we provide you with a replacement product, a check, voucher, or shopping card for the original product purchase price of your product, including taxes as indicated on your sales receipt.

**How it works:** If your product fails, contact Product Care Plan Customer service at **1-877-968-6391** to process your claim. 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 original parts are unavailable or may cause a substantial delay in service.

**The Service Plan includes the following enhanced coverage:**

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

### To make a claim: Call 1-877-968-6391 24 hours a day, 7 days a week.

**You must call prior to having service or receiving a replacement; all repairs must be authorized in advance.** Unauthorized repairs may not be covered. Foreign language assistance is available for your convenience.

**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 of comparable performance, not to

exceed the original purchase price. 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. Repairs performed while the product is under the manufacturer's warranty do not apply. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

**Limit of liability:** For any single claim, the limit of liability under these Plans is the lesser of the cost 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 these Plans 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 these Plans.

**Free transferability:** These Plans 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.

**Renewal:** These Plans may be renewed at our discretion by calling the toll free help-line at **1-877-968-6391**.

**Deductible:** No deductible applies to these Plans.

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

## What is not covered:

These Plans do not cover; (1) incidental or consequential damages or pre-existing conditions; (2) damage from accident, abuse, misuse, introduction of foreign objects into the product, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions; (3) accessories and supplies, including but not limited to: 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; (4) acts of god; (5) preventative maintenance, other than 2 annual head cleanings provided for under this Plan; (6) inherent product defects, (7) commercially-used products or multi-user organizations, public rental, or communal use in multi-family housing; (8) damage which is not reported within 30 days after expiration of this Plan; (9) 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; (10) burned-in phosphor in cathode ray tubes or any other type of display; (11) any damage caused by a computer virus; (12) 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; (13) Products with removed or altered serial numbers; (14) loss or corruption of data and/or the restoration of software and operating systems; (15) loss and/or theft of the product; (16) loss of use, loss of business, loss of profits, down-time and charges for time and effort; (17) damage resulting from the use of your product in a manner for which it was not intended or intentional misuse and abuse; (18) any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall.

**Cancellation:** These Plans 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 your 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. These Plans can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation to Product Protection Plan (Wal-Mart), PO Box 1340, Sterling, VA 20167-8434. If you cancel these Plans (a) within thirty (30) days of the receipt of your Plan, You shall receive a full refund of the price paid for your 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 is not an insurance policy. If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI or WY, these Plans are secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company, 175 Water St, 20<sup>th</sup> Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company. If You reside in any of the following states: AR, CA, FL, MS, OK, NY, NC or VA, these Plans are secured by a contractual liability or reimbursement insurance policy provided by New Hampshire Insurance Company, 175 Water St, 20<sup>th</sup> Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.

## STATE VARIATIONS

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

**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.

**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:** These Plans may, at our discretion, 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, at our discretion result in the cancellation of your 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. If the Plan is cancelled by you (a) within thirty (30) days of the receipt of your 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 after thirty (30) days, the return premium is based upon 100% of unearned pro rata premium.

**Georgia Residents:** Cancellation will comply with Section 33-24-44 of the Georgia Code.

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.

Kansas Residents: This Plan is not an insurance policy.

Nevada Residents: This Plan is not an insurance policy. 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. 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.

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

Oklahoma Residents: This Plan is not issued by the manufacturer or wholesale company marketing the product Covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either You or We cancel this Plan, the return of the Plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the Plan, less the cost of any service received. Wal-Mart is the Obligor under this Plan.

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.

Utah Residents: **NOTICE.** 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.

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 you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

**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. NEW Warranty Service Inc. and National Electronics Warranty Corporation of Florida (a service warranty association)

P.O. Box 1458 • Sterling, Virginia 20167 • (877) 968-6391

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