

UNDERWRITTEN BY NEW HAMPSHIRE INSURANCE COMPANY

TERMS AND CONDITIONS (Florida & Oklahoma only)

This is a legal contract. 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 New Hampshire Insurance Company (NHIC).

Instructions: Print this sheet and Your e-mail receipt for the Product; they are integral parts of the Plan and You may be required to produce them to obtain service or replacement.

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 and TDD service for the hearing impaired are available for Your convenience. For TDD service, please call 1-800-288-6990.

Replacement Plan: (Products less than \$200)

What is covered: This Plan covers reimbursement for Your Product in the event the performance fails below manufacturer specifications due to defects in workmanship and/or materials, normal wear & tear, and failures manifesting from power surges. We will reimburse You for replacement of the Product with a check for the purchase price on the receipt, not including tax, or voucher, or cash card, at Our discretion, when required due to a breakdown caused by defects in workmanship and/or materials, including those experienced during normal wear and tear, which is not covered under any insurance policy, or any other warranty or Service Plan.

Term of Coverage: One (1) and Three (3) Year Plans are available. Replacement Plan coverage becomes effective Thirty (30) days following the date of Product purchase for the period of One (1) or Three (3) years. This Plan will terminate if Your Product is replaced with a new Product or a check for the original Product purchase price on the receipt, not including tax, or voucher, or cash card.

How it works: If Your Product fails during the first Thirty (30) days, return it to Wal-Mart for an even exchange. If Your Product fails after day Thirty (30), call Customer service at **1-877-968-6391** to process Your claim in accordance with the terms and conditions of this Plan.

Service Plan: (Products \$200 and over)

What is covered: This Plan covers parts and labor costs resulting from a mechanical or electrical failure of the Product caused by defects in workmanship, materials, and/or normal wear and tear, including those manifesting from power surges. We will repair or reimburse You for authorized repairs to the Product, or for replacement of the Product with a check for the purchase price on the receipt, including tax, or voucher, or cash card, at Our discretion, when required due to a breakdown, including those experienced during normal wear and tear, which is not concurrently covered under any other warranty or Service Plan or any insurance policy.

Term of Coverage: Two (2) and Three (3) year Service Plans are available. Depending on the Plan You purchase, the term of coverage begins immediately following expiration of the manufacturers parts and labor warranty periods. This Plan will terminate if Your Product is replaced with a new Product or a check for the original Product purchase price on the receipt, not including tax, or voucher, or cash card.

How it works: If Your Product fails, call 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 or replacement.

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:

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- Repairs necessary for the Product to meet the manufacturer's written specifications.
- Two (2) annual head cleanings after expiration of the manufacturer's labor warranty.
- Repair or replacement of remote controls.
- Food loss up to \$200.00
- No lemon policy: if the Product suffers Three (3) identical failures, We will replace it if it fails a Fourth (4) time.
- Surge protection from date of purchase.
- Manufacturer specifications.

Limit of liability: For any single claim, the limit of liability under this Plan 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 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. 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.

What is not covered: (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 annual head cleanings; (6) inherent Product defects, flaws in gemstones; (7) loss of diamonds, gemstones or other parts; (8) commercially-used Products; (9) damage which is not reported within 30 days after expiration of this Plan; (10) this Plan does not cover loss or damage to stored data, repairs related to installed software, computer viruses or computer hardware which is added after the original purchase; (11) burned-in phosphor in cathode ray tubes or any other type of display; (12) any damage caused by a computer virus; (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 non-operating 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.

Definitions: (1) "We," "Us" and "Our:" in Florida - The New Hampshire Insurance Company, 175 Water Street, 20th floor, New York, NY 10038, telephone 1-800-250-3819 the insurance company who issued this Plan; in Oklahoma - the dealer from which you purchased this Plan. (2) N.E.W. in Florida - National Electronics Warranty Corporation of Florida, a licensed service warranty association and the administrator of this Plan, in Oklahoma - National Electronics Warranty Corporation the administrator. (3) Breakdown: the mechanical or electrical failure of the Product caused by defects in workmanship and/or materials; (4) Product: the consumer item which You purchased concurrently with and is covered by this Plan; (5) "You" and "Your" refer to the individual who purchased the Product and this Plan.

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 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. 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 1340, Sterling, VA 20167-8434. If You cancel: (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 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 on upon 100% of unearned pro rata premium.

Renewal: This Plan may be renewed at Our discretion by calling the toll free help-line at **1-877-968-6391**.

Insurance: This is not a Plan of insurance. If You have filed a claim in writing under this Plan and are not reimbursed within Sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit Your claim in writing with a copy of the Plan to The New Hampshire Insurance Company, 175 Water Street, 20th floor, New York, NY 10038, telephone 1-800-250-3819.

Endorsements: Any endorsements provided with this Plan supersede the applicable general terms and conditions shown above.

Entire Plan: This Plan, including the Terms & Conditions, limitations, exceptions and exclusions, constitutes the entire Plan. Your rights under this Plan may vary from state to state.

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. The retailer is the obligor under this Plan.

FOR SERVICE CALL 1-877-968-6391

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

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