



## TCL EXTENDED SERVICE PLANS

TCL EXTENDED SERVICE PLANS FOR TCL TELEVISIONS, INCLUDING LCD, LED, AND OLED TVS, SOUND BARS AND OTHER CONSUMER ELECTRONICS ACCESSORIES

## SERVICE CONTRACT TERMS & CONDITIONS

Service Plans Terms and Conditions for **TCL Protect** and **TCL Protect Plus**

## BE SURE TO REGISTER YOUR SERVICE PLAN ONLINE

In order to maximize Your benefits, please go to [www.TCLprotect.com](http://www.TCLprotect.com) to register Your Product and Service Contract within 30 days of purchase to avoid delays in service should You have a claim.

## DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning:

**“Administrator”**: the entity responsible for administrating benefits to You in accordance with the Service Contract provisions, conditions and exclusions, who is Servify US Inc., 5608 17th Ave. NW, Seattle WA 98107; 24/7 Phone #1-833-313-3331.; unless otherwise specified in the SPECIAL STATE REQUIREMENTS section shown at the end of this document. **“Accidental Damage from Handling”**, **“ADH”**: damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. ADH IS NOT COVERED UNLESS YOU PURCHASED A PROTECT PLUS PLAN AS NOTED ON YOUR CONTRACT PURCHASE RECEIPT. **“Claim”**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us. **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You by the Administrator or Retailer as proof of Your Contract purchase that indicates the Term, Deductible, and date in which the Service Contract was purchased; which must be attached to and forms part of this Service Contract. **“Failure”**: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **“Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales/TCL purchase documentation. **“Power Surge”**: damages to the Product resulting from an oversupply of voltage to Your 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. **“Product(s)”**: the item(s) which You purchased with and is covered by this Service Contract. **“Retailer”**: the seller that has been authorized by Us to sell this Service Contract to You. **“Service Contract”**, **“Contract”**: this terms and conditions document. **“Term”**: the period of time in which the provisions of this Service Contract are valid, as referenced on Your Contract Purchase Receipt. **“Waiting Period”**: the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during

which time no Claims are considered for coverage under this Contract, only applicable for ADH coverage. **“We”, “Us”, “Our”**: the party or parties obligated to provide service under this Service Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097; unless specified otherwise in the SPECIAL STATE REQUIREMENTS section shown at the end of this document. **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Service Contract. Please contact the Us or the Administrator, if You have any questions about this Service Contract.

## PRODUCT ELIGIBILITY

This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which, at the time of Product purchase, included a TCL manufacturers’ limited warranty valid in the United States providing minimum coverage of one year parts and labor on new products and no less than ninety days part and labor on factory-refurbished products. This Service Contract must be purchased within 365 days of purchase of Your Product. Purchase of this Service Contract is not required to purchase the Product or to obtain financing for the Product. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must be purchased from a Retailer, and not intended resale. Accessories, external peripheral devices and/or add-on options are not covered under this Service Contract.

## YOUR RESPONSIBILITY

**PRODUCT PROTECTION:** If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

## SERVICE CONTRACT COVERAGE

Your purchase of a **TCL Protect** or **TCL Protect Plus** Extended Service Plan entitles you to additional coverages beyond the manufacturer’s warranty. **TCL Protect** extends the coverage period of the manufacturer’s warranty; **TCL Protect Plus** adds additional entitlements including coverage for accidental damage from handling.

## SERVICE CONTRACT TERM - EFFECTIVE DATE OF COVERAGE:

- a) **TCL PROTECT** - Coverage for Failure of Your Product resulting from mechanical or electrical breakdown as described in the definition of “Failure” begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor limited warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.
- b) **TCL PROTECT PLUS** - Coverage included in a **TCL PROTECT** plan plus additional coverage for damage resulting from Power Surge or Accidental Damage from Handling (“ADH”). Coverage begins on the date of purchase of the Plan, except for **ADH** which begins upon expiration of the 30 day wait period, and continues for the Term shown on Your Contract Purchase Receipt.

## WHAT IS COVERED – GENERAL

Any time Your Covered Product is to be repaired or replaced in accordance with these SERVICE CONTRACT TERMS AND CONDITIONS, at Our sole discretion, We have the option of:

- Repairing Your Covered Product. We agree to procure the necessary services to restore Your Product to standard operating condition. **Parts used to repair your product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specification of Your product.**
- **Replacing Your Covered product of like kind, quality and of comparable performance. If We replace your Covered Product the following may apply:**
  - Technological advances may result in a replacement product with a lower selling price than Your original Covered Product, and no refunds will be made based on the replacement product cost difference.

- Replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same model depending on availability of product. Please refer to the LIMIT OF LIABILITY section for full details regarding Product replacements.
- **Reimbursing You for the costs towards the purchase of a replacement product of like kind, quality, and comparable performance in an amount not to exceed the lesser of your original purchase price or the manufacturer's suggested retail price.**

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER (WHO IS TCL)

This Service Contract is valid for repairs or replacement within the United States of America except for Alaska, Hawaii, and Puerto Rico.

## **ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN**

In addition to coverage for a Failure, as defined, Your Contract also provides coverage for:

- **NO LEMON GUARANTEE:** Within any consecutive twelve (12) month period, if Your Product requires a third (3<sup>rd</sup>) repair for the same problem and is considered covered under Your Contract ("Qualifying Service Repairs"), We will replace Your Product with one of like kind and quality, but not necessarily same model, or, at Our sole discretion, provide You 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 Your Product is under its manufacturer's warranty or in association with ADH are not considered to be Qualifying Service Repairs under this benefit.

Further, if you purchased **TCL PROTECT PLUS** then Your Contract provides the following additional coverage for:

- **ACCIDENTAL DAMAGE FROM HANDLING (ADH):** labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your original Product in lieu of repair in consideration of sudden and unforeseen ADH; such as damage resulting from dropping the Product or in association with screen breakage or liquid.
- **ONE-TIME REMOTE CONTROL / CONTROLLER REPLACEMENT.** If Your Covered Product included a remote control or controller in the original packaging at the time of purchase and qualifies for hardware service, then Your ADH coverage includes one remote control replacement per Plan term.
- **REMOVAL AND RE-INSTALLATION OF YOUR TV.** We will remove and/or reinstall TVs 65" or larger in the same location provided the TV was originally installed by an Authorized Servicer and/or Authorized TCL Dealer as stated on the original purchase receipt. Coverage is exclusive of parts such as mounting brackets, kits, etc. that may be needed to complete the installation.

**In-Home Service:** TV's requiring service to be performed at Your residence, an adult (of legal age) must be present at the location where the in-home service will be performed. We may attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service.

## **DEDUCTIBLE**

There is no Deductible required to obtain service on Your Product under this Service Contract.

## **OBTAINING SERVICE**

In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN

TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. The Administrator must validate and provide you with approval (i.e. a repair authorization number) FOR YOUR SUBMITTED CLAIM PRIOR TO ANY BENEFITS BEING CONSIDERED UNDER THIS CONTRACT. THIS SERVICE CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

If You need to file a Claim under this Service Contract or verify Your coverage, you may send a text message or go online as follows:

- **TEXT MESSAGE:** For fastest services, text the keyword 'TCL' to 71403. You will receive personal invitation back via text message to a secure portal to start your service request. *Text and data rates may apply.*
- **ONLINE:** You may also start a service request online by visiting [www.TCLprotect.com](http://www.TCLprotect.com)

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the Administrator instructs You to do so. If You are instructed by the Administrator to transport or ship Your Product, be sure to include the following with Your Product: (1) a copy of Your Contract Purchase Receipt and (2) a prominent notation of Your repair authorization number that the Administrator gave You. Please use caution when transporting and/or shipping Your Product as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

If Your Term expires during the time of an approved Claim, Your coverage under the Contract will be extended until the date in which Your approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Service Contract.

## LIMIT OF LIABILITY

During the Term of Your Service Contract, the maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract is, at our sole discretion, the cost of:

- Repairs authorized by Us with the amount not to exceed the lesser of your original purchase price or the manufacturer's suggested retail price;
- **One Product replacement with a new or refurbished product of like kind and quality that is of comparable performance;** or
- The amount of a gift card, or similar form of payment, for a covered Claim for ADH damage (in which Your replacement product is ineligible for continued coverage under Your original Contract);
- **A one-time reimbursement payment to You towards the purchase of a replacement product of like kind, quality, and comparable performance in an amount not to exceed the lesser of your original purchase price or the manufacturer's suggested retail price.**

Once either of the above limits has been met, Our obligation under this Contract is considered fulfilled in its entirety and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR 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 FAILURE 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 ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

## WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

**THIS SERVICE CONTRACT DOES NOT COVER:**

- **LOSS OF OR DAMAGE TO THE COVERED PRODUCT RESULTING FROM: ABUSE (MEANING THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR FAILURE), MISHANDLING, IMPROPER PACKAGING BY YOU, ALTERATION, COLLISION WITH OR OF ANOTHER OBJECT, ELECTRICAL CURRENT FLUCTUATIONS (OTHER THAN THAT WHICH IS**

EXPLICITLY DEFINED AS POWER SURGE IN THE DEFINITIONS SECTION), FAILURE TO FOLLOW OPERATING, MAINTENANCE OR ENVIRONMENTAL INSTRUCTIONS PRESCRIBED IN THE COVERED PRODUCT'S MANUFACTURER OWNER'S MANUAL OR SERVICE PERFORMED BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY THIRD PARTY ADMINISTRATOR TBD

- SERVICE, REPAIR OR REPLACEMENT NECESSITATED BY THE USE OF PARTS OR SUPPLIES (OTHER THAN THOSE SOLD BY THE COVERED PRODUCT'S ORIGINAL MANUFACTURER) WHICH DAMAGE THE COVERED PRODUCT OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS.
- SERVICE, REPAIR OR REPLACEMENT OF THE COVERED PRODUCT IF ITS SERIAL NUMBER OR MANUFACTURER DATING HAS BEEN ALTERED OR REMOVED.
- SERVICE, REPAIR OR REPLACEMENT OF ANY COVERS, LIDS OR TRIM PARTS, OR OF ANY CONSUMABLE ITEMS.
- PREVENTIVE MAINTENANCE
- SERVICE, REPAIR OR REPLACEMENT OF ANY OTHER ITEM, EQUIPMENT OR SOFTWARE THAT MAY BE INCLUDED WITH OR CONNECTED TO THE COVERED PRODUCT.
- ON-SITE OR IN-HOUSE SERVICE OR REPAIR OF THE COVERED PRODUCT OTHER THAN TVS 65" OR LARGER
- ANY PRODUCT THAT IS PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA OR IN ALASKA, HAWAII, OR PUERTO RICO.
- SERVICE, REPAIR OR REPLACEMENT OF A COVERED PRODUCT BY SERVICE PROVIDERS LOCATED OUTSIDE OF THE UNITED STATES OF AMERICA, OR IN ALASKA, HAWAII, PUERTO RICO, OR CANADA.
- PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (MEANING A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE COVERED PRODUCT BEFORE ISSUANCE OF THIS SERVICE CONTRACT).
- COSMETIC DAMAGE (MEANING 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), RUST, CORROSION, WARPING, BENDING OR EXPOSURE TO WEATHER CONDITIONS.
- ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT THAT THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.
- BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE CONTRACT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS SERVICE CONTRACT.
- ANY ACCESSORIES, EXTERNAL PERIPHERAL DEVICES AND/OR ADD-ON OPTIONS.
- ANY CLAIM THAT HAS NOT BEEN PRIOR AUTHORIZED BY THE ADMINISTRATOR OR US.

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

IF YOUR 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 YOU MAY BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

## **OUR RIGHT TO RECOVER PAYMENT**

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

## **CANCELLATION**

You may cancel this Service Contract at any time by informing Us or the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price, or \$25.00, whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any Claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

## **GUARANTY**

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are 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.

## **TRANSFERABILITY**

If You are the original purchaser of this Service Contract and wish to transfer coverage under this Service Contract to a different owner, You may initiate a one-time transfer of ownership by contacting Us or the Administrator. You will be required to provide Your registration number located on Your Contract Purchase Receipt and a copy of Your Product purchase receipt (if provided separately). Transferability is determined at Our discretion, as approved by Us, and may not be available with all Products. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

## **RENEWABILITY**

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

## **ENTIRE AGREEMENT**

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

## **SPECIAL STATE REQUIREMENTS**

Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall 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 Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Log onto the TCL Extended Service Plans website at [www.TCLprotect.com](http://www.TCLprotect.com) to obtain a copy of these terms & conditions.

**Alabama:** CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the App, using the Consumer Web Portal [www.TCLprotect.com](http://www.TCLprotect.com), by emailing Servify at [support@tclprotect.com](mailto:support@tclprotect.com), or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Failure to call in and report the claim may result in non-payment.

**Arizona:** WHAT IS NOT COVERED (EXCLUSIONS) - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED (EXCLUSIONS)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or Symantec. CANCELLATION is amended as follows: If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price paid by You, or \$25.00, whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00). The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

**Arkansas:** HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the App, using the Consumer Web Portal [www.TCLprotect.com](http://www.TCLprotect.com), by emailing Servify at [support@tclprotect.com](mailto:support@tclprotect.com), or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

**California:** Servify US Inc. (License No. 87) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract. CANCELLATION, If You cancel this Contract, Item A. is amended as follows: Within thirty (30) days of receipt of this Contract. CANCELLATION, If You cancel this Contract, Item B. is amended as follows: After thirty (30) days of receipt of this Contract.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097 and You. In the event of a dispute with Administrator, You 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. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing the selling dealer or the Administrator, Servify US Inc. of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** CANCELLATION is amended as follows: Any cancellation fee shall not exceed ten percent (10%) of the pro rata premium refund due. In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service

Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED (EXCLUSIONS) – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your 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 You. 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. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Nevada:** If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. CANCELLATION is amended as follows: Any reference to Administrative Fee is deleted and replaced with the term Cancellation Fee. In no event will any claims incurred or paid be deducted from any refund. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increase the service required under the service contract. WHAT IS NOT COVERED (EXCLUSIONS) – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

**New Hampshire:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Mexico:** GUARANTY is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

**North Carolina:** CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.



**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the App, using the Consumer Web Portal [www.TCLprotect.com](http://www.TCLprotect.com), by emailing Servify at [support@tclprotect.com](mailto:support@tclprotect.com), or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

**South Carolina:** If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** The Administrator is Servify US Inc., Service Contract Administrator No. 276. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled.

**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the App, using the Consumer Web Portal [www.TCLprotect.com](http://www.TCLprotect.com), by emailing Servify at [support@tclprotect.com](mailto:support@tclprotect.com), or by calling 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.

**Virginia:** If any promise made in the Protection Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED (EXCLUSIONS) – What is excluded from coverage is limited to that which is expressly stated under the “WHAT IS NOT COVERED (EXCLUSIONS)” section of this Service Contract. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by accessing the App, using the Consumer Web Portal [www.TCLprotect.com](http://www.TCLprotect.com), by emailing Servify at [support@tclprotect.com](mailto:support@tclprotect.com), or by calling 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment. CANCELLATION is

amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.