

DEFINITIONS: “You” and “Your” indicates the purchaser of this service contract or the person to whom it was properly transferred. “We”, “Us”, and “Our” indicate the Obligor/Provider/Administrator of this service contract. Unless indicated below or specified in the individual state disclosure, Bankers Warranty Group, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this service contract. If You live in UT, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this service contract. If You live in HI or NY, Bankers Warranty Group, Inc. d/b/a BWG Protection Plans, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716 is the Obligor/Provider/Administrator of this service contract. If You live in FL, Bankers Warranty Group of Florida, Inc., 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716, is the Obligor/Provider/Administrator of this service contract. “Service Contract” indicates the terms and conditions, limitations, exceptions and exclusions included herein constitute the entire agreement. Rights under this Service Contract may vary from state to state.

SERVICE CONTRACT TERM AND COVERAGE: THE TERM OF THE SERVICE CONTRACT COMMENCES ON YOUR ORIGINAL PRODUCT PURCHASE DATE. COVERAGE UNDER THE SERVICE CONTRACT COMMENCES UPON THE FIFTEENTH (15TH) DAY AFTER YOUR ORIGINAL PRODUCT PURCHASE DATE. ALL CLAIMS MUST BE REPORTED PRIOR TO THE EXPIRATION DATE OF THE SERVICE CONTRACT.

WHAT IS COVERED: Subject to these terms and conditions, this Service Contract provides for replacement of Your covered product for damage resulting from (i) mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer’s written specifications, or (ii) (ADH) failure due to unintentional and accidental damage from handling, such as drops, bumps, liquid spills or cracks that arise from Your normal use and operation of the product according to the manufacturer’s written specifications. This Service Contract provides for a new or remanufactured, model for model replacement of Your covered product. If Your specific product model is not available Your product may be replaced with the next available upgraded product model, or at Our sole option, Your covered product may be replaced with a model with same/upgraded features and functionality. This Service Contract provides coverage for internal batteries which are not consumer replaceable. Except as described in the General Exclusion Section, this Service Contract provides coverage for products utilized for the personal use and/or products that may be used for commercial purposes such as cell phones that are used and under the primary control of You and Your agents incidentally in a commercial setting and that are not used or controlled by third parties or by the general public.

YOU WILL BE RESPONSIBLE FOR BACKING UP ALL DATA AND SOFTWARE PRIOR TO SHIPMENT OF YOUR PRODUCT TO THE SERVICE CENTER.

The Twenty Four (24) Month Plan coverage details are as follows:

At Our option, Your product will be replaced due to mechanical and electrical failures that occur during normal use and operation in accordance with the manufacturer’s written specifications and/or due to operational failures resulting from normal handling including accidental impacts, drops, bumps, liquid spills and/or cracks.

Your product will be replaced up to two (2) times during the initial twelve (12) month term of this Service Contract, of which, one (1) of the replacements permitted under this plan can be due to operational failures resulting from normal handling including accidental impacts, drops, bumps, liquid spills and/or cracks during the initial twelve (12) month term of this Service Contract. Your product will be replaced up to two (2) times during the remaining twelve (12) month term of this Service Contract of which, one (1) of the replacements permitted under this plan can be due to operational failures resulting from normal handling including accidental impacts, drops, bumps, liquid spills and/or cracks during the remaining twelve (12) month term of this Service Contract.

IF YOU NEED SERVICE: Call the toll free number listed on Your Service Contract and have Your Service Contract number and valid product serial number available. Service will be available 24 hours a day, 7 days a week. Failure to provide a valid product serial number may result in denial of service. You must have the following information available: Your original purchase receipt for the covered product and Service Contract and the original Service Contract for the covered product. The Administrator may perform a telephone diagnosis of the product failure. If Your covered product is deemed defective, at the Administrator’s sole determination, You will be instructed as to the procedures for obtaining service applicable to Your covered product.

Advanced Replacement: When calling for service you will be required to provide a valid credit card number and expiration date. Debit cards cannot be accepted. You will be shipped a new or reconditioned product. Upon receipt of the replacement product, You will be required to return the original defective product to the Administrator at Our expense. If you do not return the original defective product to Us within twenty-one (21) days after receipt of Your replacement product, or if the Administrator determines that the defect or failure is not covered under the terms of the Service Contract, Your credit card will be charged the cost of the replacement product.

Deductible: Your credit card will be charged a deductible for each replacement that is performed under this Service Contract and will be collected at the time of service authorization.

The deductible is based on the product retail price according to the schedule below:

Product Retail Price	Deductible
\$0 - \$99.99 -	\$50.00
\$100 - \$199.99	\$75.00
\$200 - \$299.99	\$85.00
\$300 - \$399.99	\$115.00
\$400 and up -	\$150.00

SERVICE CONTRACT LIMIT OF LIABILITY: The total payment of all claims under this Service Contract is limited to the replacement cost of the Product multiplied by the number of replacements allowed under this Service Contract.

AVAILABILITY OF SERVICE AND DELAYS: The Administrator will make a reasonable effort to provide timely service or replacement of Your product, however We cannot be held liable for service delays beyond the Administrator’s control or any damages that may arise out of delays including but not limited to consequential damages.

GENERAL EXCLUSIONS:  
A.Any new products with less than an original thirty (30) day manufacturer’s parts and labor limited warranty or refurbished products with less than thirty (30) day manufacturer’s parts and labor limited warranty.  
B.Consumer replaceable items including but not limited to: SIM Cards, memory cards, fuses, batteries, removable face plates, adaptors, accessories, and attachments or any other parts or materials which are designed to be consumed during the life of the product.  
C.Failures of the following non-operational components such as but not limited to: cabinetry, cabinet frames, scratches and cracks that do not interfere with the proper operation of the covered product.  
D.Damage resulting from unauthorized repair; damage caused during delivery, or setup; user facilitated minor adjustments and settings outlined in the product’s owners manual; failures resulting from local reception problems; inaccessible products or parts; negligence, misuse, abuse or intentional physical damage.  
E.Failures due to damage caused by an animal; Acts of God such as fire, flood, windstorm, sand, dirt, hail or earthquake; civil disorders; riot; nuclear accident; malicious mischief; theft, loss or vandalism.  
F.Your failure to follow the instructions described in the product’s owner’s manual, manufacturer’s recommended maintenance procedures, requirements and misuse or abuse of the product.  
G.Loss of the product while in the course of transit.  
H.Products that have altered, missing, invalid or removed serial numbers.  
I.Failure, inoperability, or disruption of any product or product functions due to any manufacturer recall.  
J.Obsolescence of the covered product including technological obsolescence.  
K.Products and/or components used for Commercial Purposes. For the purposes of this Service Contract, “Commercial Purposes” means any use of a product for rental purposes; use of a product by any party other than You or Your agents in any setting; use of a product by the general public; or where the product is controlled by third parties.  
L.Conditions, which existed prior to Your purchase and delivery of the product or the Service Contract. Special, indirect, incremental, or consequential damages; loss of use.  
M.Any service request or situation that may pose a health risk to Our technicians or service providers, including but not limited to insect infestation, mold, or fungus; whether or not such circumstances were a result of a covered failure.  
N.Any software or virus issues; loss or damage to stored data, items left in/on Your product, such as but not limited to, cases, plug in accessories and batteries; software “apps” that are added after the original purchase date including but not limited to, jailbreaking.

IN NO EVENT SHALL THE ADMINISTRATOR, OR OBLIGOR OF THIS SERVICE CONTRACT OR THE RETAILER FROM WHOM YOU PURCHASED THE SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE, LOSS OF DATA, OR LOSS OF USE DURING THE REPAIR PERIOD OF THE PRODUCT (S) OR WHILE OTHERWISE AWAITING PARTS.

TRANSFER: This Service Contract may be transferred to an eligible party to whom You sell or give the equipment while this Service Contract is in force. This may be accomplished only if You notify the Administrator by mail with the name and address of the new owner within fifteen (15) days of the change of ownership.

RENEWAL: This Service Contract is not renewable.

Continued...



CANCELLATION: You may cancel this contract for any reason at any time. To cancel it, contact the Dealer where you purchased the product. If You cancel this Service Contract within the first thirty (30) days after receipt of this Service Contract You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first thirty (30) days from receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Contract or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law. If the Administrator cancels the Service Contract, You will be refunded the unearned pro rata purchase price of the Service Contract, less any claims paid, where allowed by law. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, Your Service Contract will be cancelled and You will receive the full purchase price of the Service Contract. We may cancel this Service Contract at our option on the basis of fraud or misrepresentation.

WAWRLD-0513