



BULLETPROOF PROTECTION FOR RESIDENTIAL / HOMEOWNER USE PRODUCTS

ALL MECHANICAL, HYDRAULIC OR ELECTRICAL PARTS, COMPONENTS AND ASSEMBLIES OF THE COVERED MACHINE, subject only to the Terms, Conditions and Exclusions stated below.

TRANSPORTATION BENEFIT: If Customer incurs any expense for the transportation of the covered machine, or; travel time to or from the covered machine, due to the mechanical breakdown of a covered component, even during the mfg. warranty period, Customer is entitled to recover up to 1% of the original equipment purchase price, for said charges not to exceed \$500, and not less than \$50 (or actual charges if less than \$50) per occurrence.

REPLACEMENT MACHINE BENEFIT: If Customer incurs any expense for the use of a replacement machine, due to a mechanical breakdown of a covered component which places the covered machine out of service, even during the mfg. warranty period, Customer is entitled to the benefit as stated on the following schedule:

Repair Labor Hours:	0 to 8Hrs	8.1 to 16 Hrs	16.1 to 24 Hrs	24.1 Hrs or more
Benefit:	\$50	\$100	\$150	\$200

WEAR AND TEAR PROTECTION: We agree to provide coverage for breakdowns due to normal wear and tear on all components covered by this Contract. This does NOT include normal maintenance.

BETTERMENT PROTECTION: We agree, in the event of a mechanical breakdown of a covered component, to repair replace or reimburse you for the cost to repair or replace all covered components indicated on this Contract using Original Equipment Manufacturer (OEM) parts.

DEFINITIONS: "We", "Us" and "Our" shall mean Dealer and/or its Administrator, **FAIL-SAFE**. In Florida "We", "Us" and "Our" shall mean Technology Insurance Company. "You" or "Your" shall mean the purchaser of the product(s) covered by this Contract. This document is not an insurance policy. It is a Contract between You and Us. **FAIL-SAFE** does not assume, and specifically disclaims, any liability to You for any benefits provided herein. The liability of **FAIL-SAFE** is only to the Dealer in accord with their separate agreement. By acceptance of this Contract, You understand there are distinct coverages, terms and conditions, and that coverage is subject to underwriting and acceptance by **FAIL-SAFE**. For a repair to be covered, Repair Facility must report the breakdown and receive an Authorization from **FAIL-SAFE PRIOR TO REPAIRS BEING PERFORMED**.

TERMS, CONDITIONS & EXCLUSIONS

MECHANICAL BREAKDOWN COVERAGE: We agree to repair, replace or reimburse You for reasonable cost to repair or replace any covered part, component, or assembly of the covered machine if required due to a mechanical breakdown. "**MECHANICAL BREAKDOWN**" is defined as the "sudden failure of a component, part or assembly, as supplied by the manufacturer". "**Reasonable Cost**" is defined as "the charges for the repair or replacement of covered parts at prevailing retail labor rates, using parts as customarily used in the industry." **Protection shall begin** on the "MFG WARRANTY START DATE". **Protection shall expire** upon the earliest occurrence of: (1) term months have expired; or, (2) total loss limit is paid.

YOUR RESPONSIBILITIES: You must keep a copy of your sales receipt showing the purchase of the product and purchase of the Service Contract. Copies of these receipts will need to be provided to access your coverage in the event of a claim. In order to keep this Service Contract in force during its term, the covered equipment must be serviced as recommended by the manufacturer. YOU must retain receipts for services performed, if service is done by a servicer; or, for materials purchased to perform recommended service if done by YOU. YOU agree to furnish a copy of said receipts should WE request them.

CLAIMS MUST BE AUTHORIZED BY FAIL-SAFE PRIOR TO REPAIRS BEING PERFORMED

IN THE EVENT OF A MECHANICAL BREAKDOWN, YOU MUST:

1. USE ALL REASONABLE MEANS TO PROTECT THE EQUIPMENT FROM FURTHER DAMAGE;
2. RETURN THE EQUIPMENT TO THE SELLING DEALER. IF SELLING DEALER IS NOT AVAILABLE, CONTACT US AT (800) 663-4505 ;
3. PROVIDE RECEIPTS FOR PURCHASE OF COVERED PRODUCT, SERVICE CONTRACT AND FOR ANY SERVICES PERFORMED OR MATERIALS PURCHASED FOR ROUTINE MAINTENANCE AS SPECIFIED BY THE EQUIPMENT MANUFACTURER;
4. ALLOW US TO INSPECT THE COVERED EQUIPMENT IF DEEMED NECESSARY IN THE INVESTIGATION OF A CLAIM;
5. PAY DEALER/SERVICER FOR ANY NON-COVERED REPAIR CHARGES.

LIMITS OF LIABILITY: The Protection provided by this contract is Limited to a Maximum of 100% of the Machine Purchase Price as indicated on your receipt for the purchase of the covered product; or, \$10,000 whichever is less.

GUARANTEE: This Service Contract is not an insurance policy. We have obtained an insurance policy to ensure Our performance under this Service Contract. Should We fail to pay any claim or fail to replace the Product covered under this Contract within sixty (60) days after a final invoice has been submitted, or in the event You cancel this Service Contract and We fail to refund the unearned portion of the Contract, You are entitled to make a direct claim against the insurance company, **Wesco Insurance Company**, 59 Maiden Lane, 6th Floor, New York, NY 10038. **NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

CANCELLATION PROVISION: This Contract may be cancelled upon You giving written notice to Us indicating when the cancellation is to be effective. In the event of cancellation, We will refund the unearned Contract price calculated on a Pro-Rated method reflecting the days in force, less any prior claim payments, unless otherwise prohibited by law. If no claim has been paid under the terms of the Contract, the full contract price will be refunded, provided written notice is received by Us no later than 30 days from the purchase of the equipment. A \$30 cancellation-processing fee will be deducted from all refunds unless otherwise prohibited by law. If the equipment described and this Contract have been financed through a lender and You default in the repayment obligation to that lender, We reserve the right to either cancel this Service Contract or transfer the rights under this Service Contract to that lender. In the event of cancellation, the lender shall be entitled to all resulting refunds. If a lien is outstanding against the described equipment, any refunds will be made payable to the Lien holder.

TRANSFER PROVISION: This Contract applies only to You and the product/equipment submitted upon the activation of your Service Contract. The coverage provided by your Service Contract may be transferred to the new equipment owner in the event of sale of the equipment while this Service Contract is still in force. The Transfer will be allowed only upon receipt within 30 days of change of ownership of the equipment, a completed Application for Transfer, proof of required maintenance as indicated above, a copy of the bill of sale and a \$30.00 transfer fee.

EXCLUSIONS - No Coverage shall be extended:

1. FOR THE REPAIR OR REPLACEMENT OF ANY PART IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED; OR, FOR DAMAGE TO A COVERED PART DUE TO THE BREAKDOWN OF A NON-COVERED PART; OR, FOR ANY BREAKDOWN DUE TO THE CONTINUED OPERATION OF THE COVERED EQUIPMENT AFTER A MECHANICAL BREAKDOWN HAS OCCURRED.
2. FOR ANY PRODUCT BEING USED COMMERCIALY, I.E. FOR OTHER THAN CONSUMER PURPOSES WHERE THE PRODUCT IS USED ON THE SAME LOT AS YOUR HOME. USE ON MORE THAN ONE LOCATION IS CONSIDERED NON-RESIDENTIAL USE.
3. FOR ANY BREAKDOWN CAUSED BY COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORISM, WAR, INSURRECTION, EXPLOSION, FALLING MISSLES, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FLOOD, OR OTHER ACT OF GOD.
4. FOR LIABILITY OR DAMAGE TO PROPERTY, OR INJURY TO, OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED EQUIPMENT.
5. FOR LOSS OF USE, TIME, INCONVENIENCE, OR ANY OTHER CONSEQUENTIAL OR RESULTANT LOSS OF ANY KIND.
6. FOR ANY BREAKDOWN DUE TO OVERLOADING, MISUSE, ABUSE, NEGLIGENCE, VIBRATION OR ALTERATION OF THE EQUIPMENT.
7. WHEN RESPONSIBILITY FOR THE REPAIR IS COVERED BY ANY WARRANTY OF THE MFG OR REPAIRER'S GUARANTEE, OR IF THE MFG HAS ANNOUNCED RESPONSIBILITY THROUGH RECALLS AND/OR REPAIR BULLETINS.
8. FOR ANY BREAKDOWN DUE TO LACK OF LUBRICATION; FOR ANY BREAKDOWN DUE TO FREEZING OR OVERHEATING; FOR ANY BREAKDOWN DUE TO CONTAMINATION; FOR ANY BREAKDOWN DUE TO RUST OR CORROSION.
9. FOR NORMAL AND ROUTINE MAINTENANCE AS RECOMMENDED BY THE MFG OF THE COVERED EQUIPMENT; OR, FOR ANY BREAKDOWN DUE TO LACK OF SAID MAINTENANCE; OR, FOR MAINTENANCE ITEMS, UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A COVERED PART; OR, ADJUSTMENTS, ENGINE TUNE-UPS, OR THE REPAIR OR REPLACEMENT OF PARTS FOR THE SOLE PURPOSE OF INCREASING OPERATING PERFORMANCE.
10. FOR COSMETIC ITEMS, INCLUDING, BUT NOT LIMITED TO, ORNAMENTATION, PAINT, DECALS, GLASS, LAMPS, LENSES OR SEATS.
11. FOR ANY PART OR COMPONENT WHICH COMES IN CONTACT WITH THE GROUND OR ANY OTHER OPERATING MEDIA, INCLUDING, BUT NOT LIMITED TO, BLADES, ROLLERS, CHAINS, SPRINGS, AUGERS, IMPELLERS, BUCKETS, TRACKS, WHEELS OR TIRES.
12. FOR SHOP SUPPLIES; INCLUDING, BUT NOT LIMITED TO, LUBRICANTS, SOLVENTS, ENVIRONMENTAL, FREIGHT / STORAGE CHARGES.
13. FOR THE COST OF ANY FEDERAL, STATE OR LOCAL TAX.
14. FOR ANY REPAIRS PERFORMED OUTSIDE THE U.S. OR CANADA.
15. FOR ANY CLAIM FOR WHICH AUTHORIZATION HAS NOT BEEN OBTAINED FROM **FAIL-SAFE** PRIOR TO COMPLETION OF THE REPAIR.

If you need assistance or information concerning your Contract, please contact Us at:

FAIL-SAFE Product Protection, Inc. - P.O. Box 15163 - Lenexa, Kansas 66285

Toll Free: (800) 663-4505 - For Claims: (800) 663-4505 X 327 Fax: (816) 931-2548 - Email: claims@fspp.com