



Dear Servicer:

Warranty Corporation of America (WaCA), is the administrator of numerous Extended Warranty, Maintenance and Customer Service Programs sold throughout the U.S., Mexico and Canada on telephone equipment, major appliances, home electronics, home/office equipment, HVAC, furniture and manufactured housing.

To satisfy the service needs of our customer base, we are in the process of updating our servicer network information.

Please complete the enclosed servicer agreement, business profile, and fact sheet at your earliest convenience and return it to this office.

Upon receipt and acceptance, we will forward your WaCA Authorized Service Center account number.

I look forward to working with you in the future, if you have any questions please call at 1-800-822-9222 x7814.

Sincerely,

Thomas Laws  
Service Coordinator  
tlaws@waca.com  
(Direct) 770-840-3143  
(Fax) 770-840-3143



## SERVICER AGREEMENT

THIS AGREEMENT is made this (YY/MM/DD) \_\_\_\_\_  
by and between \_\_\_\_\_  
\_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ with telephone no. (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as "Servicer"), and Warranty Corporation of America,  
Inc. (hereinafter referred to as "WaCA").

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained the parties hereby agree as follows:

1. **SERVICER AGREES:**

- a. To call WaCA prior to commencing any repair, for authorization on each repair, and bill to WaCA at a shop rate of \$\_\_\_\_\_ per hour for major repairs, \$\_\_\_\_\_ per hour for minor repairs and \$\_\_\_\_\_ for each in home service call (flat rate) and will accept as full settlement that rate per hour or portion thereof for actual time necessary to repair or replace a defective part(s) and agrees to provide all parts at dealer's cost plus 25%. Servicer also agrees to provide replacement parts on an exchange basis in the least costly manner possible.
- b. To be knowledgeable with and abide at all times by WaCA's Claims Authorization and Filing Procedures (attached hereto as Exhibit A) and pursuant to such procedures, receive payment for services on covered repairs directly from WaCA and not customer.
- c. To warrant its workmanship and quality of repairs to WaCA for a minimum period of 30 days (1 month) or its published repair warranty of \_\_\_\_\_ days/ \_\_\_\_\_ months, whichever is longer. All replacement parts warranties shall apply. If a Service Contract purchaser should make a second claim arising out of faulty repairs performed by Servicer, such claim shall not be covered under this agreement or any applicable contractual liability insurance and Servicer shall be solely liable for the cost of such service or repairs.
- d. Servicer agrees to indemnify, defend and hold harmless WaCA, its contractors, agents, employees, successors and assigns, from any and all liability, claims, demands, causes of action and expenses (including any court costs, witness costs and reasonable attorney's fees, both trial, and appellate) of any type, resulting from any of the following:
  1. Any act or failure to act by Servicer (including its agents, contractors, and employees) which causes harm or damage to any individual.
  2. Any claim in strict liability concerning any product repaired, replaced or otherwise serviced by Servicer.
  3. Any act related to the conduct of Servicer business over which WaCA has no control.
  4. Servicer shall provide, at its own expense, the defense of any demand, claim or action concerning any of the above. Servicer shall indemnify and reimburse WaCA for any and all expenses, as provided above, incurred by WaCA regarding any of the above described acts, omissions, claims, demands and/or actions.
- e. Servicer agrees to ship to WaCA, at WaCA's cost, any defective parts or products replaced by Servicer and paid for by WaCA or insurance company, at WaCA's request.

2. **WaCA AGREES:**

To investigate, process and adjust claims for failure of parts or workmanship, represented to be covered by a Service Contract and to reimburse or arrange for reimbursement of claims on a Service Contract under its terms and conditions WaCA assumes no obligation for the workmanship, quality of repairs or replacement parts, nor for any bodily injury or property damage caused directly by failure or malfunction, or any other cause, of equipment or any part thereof; nor for any other obligation not specifically provided for in any applicable Service Contract.

3. This Agreement may be canceled at any time by either party upon giving thirty (30) days written notice to the other party. However, either party may terminate this Agreement immediately upon the discovery of fraud of the other or material breach of this Agreement (including material incorporated by reference into this Agreement) by the other party, its agents or employees. Termination shall be effective upon receipt of written notice by the other party. Unless so canceled, this Agreement shall be of a continuing nature.
4. All notices, demands, or communications regarding the Agreement shall be in writing, signed by the party serving the same, and shall be deemed received on the third day following its deposit, postage prepaid, in the United States Postal Service as certified or registered mail to the address shown above.  
The addresses may from time to time be changed by notice in writing to either party by certified or registered mail.
5. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by the successors, assigns, and/or personal representatives of the respective parties hereto.
6. This Document, together with any exhibits hereto, constitutes the full, complete, absolute, and entire agreement between WaCA and Servicer, superseding any prior verbal or written representations, agreements, or understanding between the parties relating to this Agreement or the subject matter hereof. Servicer warrants and acknowledges that there are no other agreements or understandings between the parties except as specifically agreed to herein and that any future agreements, understandings, or waivers to be binding upon parties hereto, must be reflected in writing signed by both parties.
7. If any provision of this Agreement is held invalid under the laws or regulations of any state where used, such provision shall be deemed not to be part of this Agreement in such state, but shall not invalidate any other provision hereof. If any provision shall be held invalid, WaCA shall have the option to terminate this Agreement, subject to all provisions respecting termination provided herein, or redraft to restate such provision so as to be in compliance with such law or regulation. All representation, warranties, and indemnities of Servicer shall survive the termination or expiration of this Agreement.
8. WaCA shall at all times have full and free access during business hours at Servicer's office(s) or place where Servicer records are kept to inspect all books, records, and files relating to the business completed by this Agreement.
9. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia and any legal action taken regarding this Agreement shall be filed in the State or Superior Courts of Gwinnett County, Georgia or the United States District Court, Northern District, Atlanta Division.

SERVICER:

By

\_\_\_\_\_

Name and Title

\_\_\_\_\_

WaCA ACCEPTANCE: (Home Office Use Only)

By

\_\_\_\_\_

Name and Title

\_\_\_\_\_

**SERVICE CENTER BUSINESS PROFILE**

Date: \_\_\_\_\_

Your Business Name: \_\_\_\_\_

Service center ID #: \_\_\_\_\_ (Administrators Use Only)

DBA (Doing Business As): \_\_\_\_\_

Type of Business: ( ) Corporation ( ) Partnership ( ) Sole Proprietorship

Federal Tax I.D. # (EIN): \_\_\_\_\_

Street Address:

Mailing Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Main Telephone # (\_\_\_\_) \_\_\_\_\_

FAX # (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Hours/Days of Operation: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Service Manager: \_\_\_\_\_

Contact person: \_\_\_\_\_

Do You Make Outside Service Calls?: ( ) Yes ( ) No

Credit Cards Accepted? ( ) Yes ( ) No

Do you currently sell Service Contracts? ( ) Yes ( ) No

If so which program? \_\_\_\_\_

If you sell one of WaCA's administered contracts would you please provide your  
WaCA Dealer ID#. \_\_\_\_\_



# Warranty Corporation of America

"Service \* Security \* Satisfaction"

## Authorized Servicer Product Repair & Labor Rate Fact Sheet

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

(PLEASE INDICATE YOUR PUBLISHED HOURLY AND/OR FLAT LABOR RATES)

Product Type	Minor Hourly	Major Hourly <small>Component Replaced</small>	Minor Flat	Major Flat <small>Component Replaced</small>	Major Flat <small>Includes Service Call / Pickup &amp; Delivery</small>	Service Call	Pickup Deliver
<b>Home Electronics:</b>							
Television 19" - 27"	\$						
Direct View > 28"/Projection TV	\$						
VCR	\$						
Camcorder	\$						
Interactive laser / Video Disc	\$						
Video Game System	\$						
DSS Satellite	\$						
Single Audio Component	\$						
Cellular Phone	\$						
Computer	\$						
<b>Major Appliances:</b>							
Refrigerator	\$						
Washer / Dryer / Dishwasher	\$						
Compactor	\$						

Minor Hourly	Major Hourly Component Replaced	Minor Flat	Major Flat Component Replaced	Major Flat Includes Service Call / Pickup & Delivery	Service Call	Pickup Deliver
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**Major Appliances:**

Room Air Conditioner	\$					
Microwave	\$					
Small Appliance	\$					
Other	\$					

**Home Repair:**

HVAC / Heat Pump	\$					
Plumbing	\$					
Home Electrical	\$					
Other	\$					

**Furniture:**

Case Goods	\$					
Upholstery	\$					

**Other**

	\$					
	\$					

**List Brands You are Currently Authorized by the Manufacturer to Repair**

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



## **Exhibit A**

### **Service Contract Verification, Claims Authorization and Filing Procedures**

Upon receipt of a request for service from a Contract Holder on a Contract administered by Warranty Corporation of America, the following procedures **must** be followed:

- Before initiating the repair, contact the WaCA claims department at 1-800-243-8830 or, in Atlanta, 770-416-9222 to verify contract number, contract holder, model and serial numbers of item needing service. At this time you will be given a 4 digit verification number which verifies the contract is valid.
- After you have completed your evaluation for repair of the item, contact WaCA for a 10 digit authorization number to complete the repair.

**NOTE: CLAIMS SUBMITTED WITHOUT AN AUTHORIZATION NUMBER WILL NOT BE PAID. ALL WORK ORDERS MUST BE SIGNED BY THE CONTRACT HOLDER AND SUBMITTED WITHIN 60 DAYS OF THE REPAIR, OR AUTHORIZATION IS VOID. IF THIS IS NOT POSSIBLE DUE TO PARTS PROBLEMS, PLEASE CONTACT WaCA TO PREVENT CANCELLATION OF THE AUTHORIZATION.**

1. Approved service forms:
  - a. NARDA forms
  - b. Other documents containing the following information: (Company Invoice)
    - **Contract Holder's first and last name**
    - **Contract Holder's address and phone number**
    - **Contract number**
    - **10 digit Authorization number**
    - **Customer complaint**
    - **Cause of failure**
    - **Work performed (be specific, break down all charges i.e. parts, labor, trip charges, Shipping costs, etc.)**

If your service rates have changed, you **MUST** notify us of the change before you submit a new claim, so that we can make the proper adjustments in our database to reflect your new servicer rates. If you do not make the adjustments prior to the time you submit a new claim, we will only pay you **WHAT HAS PREVIOUSLY BEEN REGISTERED IN OUR SYSTEM BY YOU.**

Send the rates update to:

**Warranty Corporation of America  
3110 Crossing Park Road  
Norcross, Ga. 30071  
Attn: Thomas Laws  
Phone #: 770-246-1271  
Fax #: 208-723-3329**

**Should you have any problems or questions, do not proceed with repair, call WaCA to discuss the matter.**

## In-home or On-site Service Calls

Warranty Corporation of America will reimburse reasonable and necessary expenses for a service call, as a part of a valid claim, for any failed Covered Product that qualifies for in-home or on-site service as defined by WaCA. Additional mileage charges for service calls outside the Servicer's normal trade area should be discussed at the time of verification. The Purchaser may be liable for part of additional mileage charges.

### **The Purchaser assumes all liability for payment of service calls on portable products and/or non-covered in-home or on-site repairs.**

- Depending on claims previously paid on the Covered Product and the age of the unit, WaCA may choose to exercise other options. Other options could include but are not limited to:
- Payment of diagnostics and the service call of a verified claim, in lieu of the repair.
- WaCA may choose to provide the customer a cash settlement or a replacement unit. **Disposition of the product is at WaCA's discretion.**
- WaCA will not verify or authorize claims or repairs of servicer warranted items previously repaired and still covered by servicer.
- Denial of the claim, excluding verified service calls and diagnostics.
- To file for reimbursement, forward the work order to:

Warranty Corporation of America  
3110 Crossing Park Road  
Norcross, Ga. 30071  
Attn: Claims Department

### **Intent of Service Contract**

The intent of the Service Contract administered by Warranty Corporation of America is to provide repair or replacement of the covered product for the term of the service contract should it fail to operate in the manner for which it was designed due to covered defects in materials or workmanship. The service contract becomes effective from the end of the manufacturer's on-site warranty or from the original purchase date.

The Administrator will not pay repairs covered by manufacturer's recall or any other coverage in affect at the time of failure. The Issuing Dealer or Administrator will not be responsible for service calls, parts, repairs or replacement for equipment failure due to the following conditions or circumstances including, but not limited to: Acts of Nature such as fire, ice, flood, water, windstorm, hail, earthquake, civil disorder, vandalism, theft, general environmental conditions, including but not limited to: dirty conditions, sand, salt, liquids, humidity, rust, corrosion, animal, or insect damage, geologic conditions, damage to the product caused by parts or equipment not covered by this Contract. Also excluded are: lack of proper coolants and or lubricants, cosmetic defects or damage to cabinetry, including inside cavities, cabinet parts, doors, door liners, hinges, glass items, external hoses, knobs, casters, straps, handles, antennae, software, accessories peripherals, plug-in microphones, or earphones, and picture tubes if defect is "burning in" caused by a constant pattern or video game. Disposable items such as blades, filters, bulbs, fluids, spark plugs, cartridges, stylus and batteries are excluded also. Freon recharging, unless the result of a failed part, is not covered. Unauthorized modifications, alterations, commercial use, and/or improper installation or use voids the Contract.

The CSR, at the time of authorization, will advise the servicer of any exclusion to the Contract Holder's particular Contract if not mentioned above. The Purchaser is responsible for items excluded and all costs associated with customer education calls or service calls when no problem is found.

**NOTE:** If the Covered Product during the "Covered Period" requires servicing and any portion (s) of the manufacturer's warranty remain in effect, the Covered Product must be serviced under the manufacturer's warranty.

### **LIMIT OF LIABILITY**

The Dealer's or Administrator's liability is limited to the actual cost of repair or replacement (Administrator's option) of the product or any defective parts. Under no circumstances shall the Dealer or Administrator be liable for any loss or damage to person or property either direct or incidental arising from the use of, or inability to use, or from the repair or replacement of the product, to the extent such that may be disclaimed by law.