

## [ESC – Assurant Protection Plus]

### Terms and Conditions

This Service Plan is issued in conformance with these Terms and Conditions. The Service Plan includes the Schedule Page, Terms and Conditions and State Disclosure.

**THIS SERVICE PLAN IS NOT A CONTRACT OF INSURANCE.** Unless otherwise regulated under state law, the contents under this Service Plan should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

#### DEFINITIONS:

**Accidental Damage:** A sudden, unexpected and unintentional external event that results in “physical” damage to the covered Product, including spilled liquids and drops. The damage is not foreseeable and is beyond Your control. This benefit applies only if purchased by You and is indicated on the Schedule Page. This coverage is not available on all products.

**Authorized Service Facility:** The location that serves as a replacement and/or repair facility for the program that supplies replacements for and/or undertakes repairs of the Product. Selection of the Authorized Service Facility will be at Our sole discretion.

**Mechanical and/or Electrical Failure:** Failure of a Product due to normal wear and tear when operated according to the manufacturer’s instructions.

**Product(s):** The Product(s) covered under this Service Plan, which is identified on the Schedule Page.

**Service Plan Administrator:** Federal Warranty Service Corporation, in all states except Florida and Oklahoma. In Florida, the Administrator is United Service Protection Inc. In Oklahoma, the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is [P.O. Box 100, Rapid City, SD 57709, 1- 866-878-1077]. The Administrator is the party responsible for the administration of this Service Plan.

**Service Plan Holder/You and Your:** The owner of the covered Product who purchased this Service Plan.

**Service Plan:** This Service Plan which You purchased to cover the Product identified on the Schedule Page.

**Service Plan Price:** The consideration paid by You for this Service Plan indicated on the Schedule Page.

**Service Plan Provider/We, Us, and Our:** The Obligor of this Service Plan identified on the Schedule Page.

#### COVERAGE TERM:

**IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER’S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER’S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER’S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER’S WARRANTY.**

Subject to the terms herein, this Service Plan shall commence and terminate on the coverage dates indicated on the Schedule Page, however, a [thirty (30)] day waiting period applies. **Claims under this Service Plan will not be authorized for any Product failure within the first [twenty nine (29)] days after the date of purchase of the Service Plan.**

#### WHAT IS COVERED:

This Service Plan covers parts and labor costs and/or materials and repairs necessary to return Your Product to normal working condition, due to damage resulting from a Mechanical and/or Electrical Failure, or Accidental Damage if You purchased the Accidental Damage Option as specified on the Schedule Page. This Service Plan covers only Products used for personal, family or household purposes. Incidents beyond the scope of the terms and conditions for this Service Plan are captured below in the section entitled **EXCLUSIONS**.

**DEDUCTIBLE:**

With the exception of Accidental Damage, no deductible applies to this Service Plan. If You purchased the Accidental Damage Option, as specified on the Schedule Page, a deductible will apply. You will be responsible for paying the Accidental Damage Deductible indicated on the Schedule Page for each service call. The deductible is for each occurrence where We approved the service call, and must be paid before Your claim can be approved or before service is provided. If repairs are made to additional Products, a separate deductible will apply to each Product repaired. You will not be responsible for deductible charges on repeat service calls completed within thirty (30) days of the original service event for the same issue. Failure to pay the deductible when due may result in the suspension of service.

**PROOF OF PURCHASE:** You must keep this Service Plan and the sales receipt for the Product(s); they are integral parts of this Service Plan and You may be required to produce them to obtain service.

**HOW TO MAKE A CLAIM:**

You must:

1. Notify the Administrator via phone, [1-866-878-1077]
2. If applicable, You must pay the stated deductible on the Schedule Page before Your claim can be approved or before service is provided.
3. If We replace Your Product, the damaged item will become Our property if We elect to recover the Product. If We do not recover the Product, You must dispose of it in compliance with the law. **PLEASE BE SURE TO BACK UP ANY AND ALL DATA ON YOUR PRODUCT BEFORE RELEASING FOR SERVICE. WE WILL NOT BE LIABLE FOR ANY LOST OR STOLEN DATA.**
4. You have the responsibility to protect Your Product against further damage.

**CLAIM FULFILLMENT:**

We reserve the right to fulfill Your claim using any of the three (3) options described below:

**In-Home Service:** In-home service will be provided on Your Product and repairs will be performed at Your residence. An adult (of legal age) must be present at the location where the in-home service will be performed. If a plastic part or knob that controls a mechanical or electrical function needs to be replaced, We, at Our discretion, may elect to ship the replacement part for self-installation by You.

**Depot Repair:** We will provide a prepaid mailing label and You will be responsible for shipping the Product to Our Authorized Service Facility. The repaired Product will be returned to You once repairs have been completed. If the Authorized Service Facility determines the item is in working condition or is not covered by Your Service Plan, You will be responsible for paying return shipping charges for Your Product.

**Replacement:** We have the option, at Our sole discretion, to replace Your Product with a product of like kind and quality, cash settlement, or gift card based on the price of a replacement product of similar features and functionality, not exceeding the original retail cost of the Product. We also have the option to ship a replacement product to Your home, with instructions and a pre-paid mailing label for You to deliver Your original Product to Our Authorized Service Facility. Replacement of Your Product, or issuance of a cash settlement or gift card, will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law. You may be required to return the original Product to Us prior to the issuance of a product of like kind and quality, cash settlement, or gift card.

**LIMIT OF LIABILITY:**

For any single claim, the limit of liability under this Service Plan is the least of the cost of (1) authorized repairs, (2) replacement with a new, repackaged or refurbished product of like kind and quality, (3) reimbursement for authorized repairs or replacement, or (4) the retail cost that You paid for the Product. **WE WILL NOT 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 FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.**

**POWER SURGE PROTECTION:**

This Service Plan provides protection against operational failure of Your Product if the operational failure is caused by a power surge and a properly installed and functioning Underwriter's Laboratory approved surge protector is in use. You may be required to send Your surge protector to the Service Plan Administrator for examination.

**BATTERY REPLACEMENT:**

One (1) battery repair or replacement will be provided if the original rechargeable battery is defective as determined by Us. We may require You to return Your original defective battery to Us to receive a replacement battery. Batteries that cannot be accessed without removing framing or other Product parts are not replaceable.

**FOOD LOSS:**

You will be reimbursed for food losses resulting from a no-cool covered failure of Your refrigerator or freezer up to [one hundred (\$100)] dollars per covered appliance over the term of this Service Plan; proof of loss may be required. Food loss that results from a loss or interruption of power is not covered.

**COMPUTER ACCESSORIES COVERED:**

This Service Plan covers the originally packaged mouse, keyboard, speakers, and monitor. A peripheral Service Plan will be required for additional external components.

**COMPUTER TECH SUPPORT:**

A technical service representative will assist You on the telephone to determine what technical difficulties may exist with software applications that are preloaded on Your computer from the original manufacturer. To the extent that Our diagnosis confirms a hardware failure, We will assist You in arranging service for Your Product. Our level of service expertise cannot support customized or proprietary software, those applications that were installed after Your original Product purchase, or those software errors that confirm improperly functioning or defective software. Additionally, the Service Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or otherwise.

**NO LEMON GUARANTEE:**

During the coverage term of this Service Plan, if the same component fails three (3) times or the Product requires a fourth (4<sup>th</sup>) repair, as determined by Us, We will issue a replacement product as outlined in the Replacement provision. Product failures during the manufacturer's warranty or during a coverage term outside of this Service Plan do not count toward the no lemon guarantee.

**EXCLUSIONS:**

Your Service Plan does not cover:

- A. Products older than [12 months of age], refurbished products, products sold "as is;"
- B. Products used in industrial or commercial settings;
- C. Service required as a result of any moving or alteration of product or unauthorized repairs made by anyone other than an Authorized Service Facility, or the use of parts or supplies other than those recommended by the manufacturer;
- D. Damage and/or other product failure due to causes beyond Our control including operator negligence, failure to maintain or place the product according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, inadequate power supply, wiring, breakers, ductwork, improper installation, unusual atmospheric conditions, acts of war or acts of God;
- E. Service necessary because of improper storage, improper ventilation, non-compliant plumbing, non-municipal water supply, loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with codes, inconsequential noises, reconfiguration of product;
- F. Cosmetic damage, non-functional parts, and expendable items;
- G. Consumable items that can be easily replaced by You;
- H. Food loss resulting from loss of power;
- I. Damage to clothing;
- J. Any repair covered by the original manufacturer's warranty or initiated by the manufacturer or recall program, whether the manufacturer is in business or not;
- K. Repair or replacement caused by defects that existed prior to this Service Plan purchase and known by You;
- L. Normal, periodic or preventative maintenance;
- M. Upgraded, retrofit, or unapproved components;
- N. Upgrades to comply with regulatory laws;
- O. Refrigerant lines, condensation leaks, drain lines, or evaporation/condenser coils if rusted or corroded;
- P. Products with original serial numbers that have been removed, altered or cannot be readily determined;
- Q. Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in products and custom panels;
- R. Loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your Product;
- S. Shipping damage to products resulting from inadequate packaging by You; and
- T. Failures due to accidents, unless the Accidental Damage Option is purchased by You.

**TRANSFERABILITY:**

You may transfer this Service Plan to another person by writing to the Administrator. The notice must include the name, address, and phone number of the person to whom the Service Plan is being transferred. Your transfer takes effect as

soon as the Administrator receives Your written notice.

**RENEWAL:**

This Service Plan may, at Our discretion, be renewed at the expiration of its term. When We offer to renew the Service Plan the renewal price quoted will reflect the age of the Product and the prevailing service cost at the time of the renewal.

**CANCELLATION:**

Your Service Plan may be canceled under the following conditions:

- A. Cancellation by You: You may cancel at any time. Notify the Administrator in writing and include Your original Service Plan documentation. You will receive a refund based on the following:  
(1) if Your Service Plan and cancellation notice are received within thirty (30) days of the purchase date, You will be refunded the full Service Plan Price, less any claims; or (2) if Your Service Plan and cancellation notice are received more than thirty (30) days after the start date of this Service Plan, You will be refunded a pro-rated amount of the Service Plan Price, less any claims paid and less an administrative fee of ten percent (10%) of the Service Plan Price or twenty five (\$25), whichever is less, unless otherwise precluded by law.
- B. Cancellation by Us: We may cancel this Service Plan at any time in the event of fraud, nonpayment by You, material misrepresentation or breach of the Service Plan by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded a pro-rated Service Plan Price, less any claims paid, except as otherwise required by law. If this Service Plan was inadvertently sold to You on a Product, which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Price to You.

**ARBITRATION PROVISION:**

**Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Disclosure section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.