

## Terms and Conditions

### **T1-Extended Service Protection Plan Terms and Conditions**

This Plan applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in the United States.

#### **Terms:**

The Administrator agrees with the purchaser of the product(s) and this Plan (OWNER), to cover manufacturer's defects in materials and workmanship that are the result of normal usage for a period specified on your sales receipt, subject to a maximum combined coverage period of five (5) years from the original date of purchase for all eligible products covered. The Plan covers eligible products purchased as new and manufactured for use in the United States, which at the time of purchase included a Manufacturer's original written warranty valid in the United States providing minimum coverage of ninety (90) days parts and ninety (90) days labor. The Plan begins on the expiry date of the Manufacturer's Warranty and is between ADMINISTRATOR and the OWNER. This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles or cosmetic parts. ADMINISTRATOR will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions. ADMINISTRATOR is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product. For replacement/exchange plans, we will direct you to the location to exchange the Covered Product.

#### **General Conditions:**

Along with the wording of original equipment manufacturer's warranty, the following terms and conditions will apply:

- a. This Plan does not cover failure as a result of: normal wear and tear, misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, normal wear and tear, or any use of the product not authorized by the manufacturer.
- b. The maximum liability of this Plan for product replacement or repair shall not exceed the original purchase price for the product.
- c. ADMINISTRATOR reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.
- d. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- e. Plan coverage is provided for authorized products only.
- f. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product are not covered by this Plan.
- g. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the Plan owner will be responsible for all costs incurred.
- h. Replacement of batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy are excluded.
- i. Charges incurred for the following items are not covered by this Plan: set up or installation, reformatting of hard drives and diskettes, system and software configuration or data recovery.

- j. Any loss occurring during the manufacturer's Plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- k. ADMINISTRATOR and the Federally Licensed Insurance Company are released from all liability due to indirect, consequential or incidental damages.
- l. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- m. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan except for costs related to installation and/or reinstallation of car audio products.
- n. Upon approval by ADMINISTRATOR, this Plan is transferable; to a subsequent owner, or a new product.
- o. The Plan owner may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. ADMINISTRATOR may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product or commercial use of the product. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will provide the Plan owner with a pro-rata refund.
- p. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- q. If service under the Plan is provided on-site at your location, a person who has reached the legal age of majority must be present at all times during the service call. Such on-site service will only be offered if your location is within the authorized service area of an approved provider. In the case where a product falls outside of this designated radius, it will be the responsibility of the Plan owner to arrange for transportation of the Covered Product to an authorized service center at his or her own cost.
- r. In the event that a covered product is damaged by lightning or a power surge, coverage under this Plan will apply, excluding software or data, provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.

**Others:**

- a. This Plan does not cover charges incurred relating to system and software configuration or data recovery.
- b. We will make every attempt during the troubleshooting process to confirm whether the problem is related to hardware or software failure.
- c. If after service is performed, it is determined that the cause of the problem was software related including, but not limited to, software errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access, or USB devices, You will be responsible for all costs incurred.
- d. This Plan provides pixel coverage for video display products based on the manufacturer's but excludes all incidents of burn in regardless of manufacturer coverage.
- e. Should parts no longer be available for a Covered Product, ADMINISTRATOR shall be excused from performance under this Plan and will refund the consumer the cost of the Plan.
- f. "No Lemon" Policy – While covered under this Plan and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair, as determined by our authorized service center ADMINISTRATOR will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to ADMINISTRATOR in order to qualify for replacement. Product failures must be covered by the terms and conditions of this Plan. Replacement terms in General Conditions (c) apply.

g. In the event of mechanical failure of a freezer covered by the terms and conditions of this Plan, which causes spoilage of frozen foods, ADMINISTRATOR will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Plan.

h. If you have purchased exchange coverage, which is specified, on your bill of sale your product will be replaced if the failure is covered by the Plan's terms and conditions. Replacement terms in General Conditions (c) apply.

**To Arrange for Service:**

Call 1 (866) 545-0980 prior to arranging service. Please have your original bill of sale and the Plan available so our Customer Service Representative is able to quickly arrange for service by an authorized service provider.

**LIMIT OF LIABILITY:**

Our liability is limited to the original price of the covered equipment. This agreement will be terminated at the point total repair costs reach the lower of original purchase price or the current fair market value of the covered item. We will have no further liability at this point.

**BINDING ARBITRATION:**

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**INSURANCE:**

**Mailing Address:** Extended Service Plan Tier-One Warranty 3707 FM 1960 West Suite 450 Houston, TX 77068 Phone 1 (866) 545-0980. This Plan is not a contract of insurance; however, the obligations hereunder are fully insured. If You have filed a claim under this Plan and do not receive service within 60 days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at Dallas National Insurance Company 14160 Dallas Parkway, #500 Dallas, TX 75254

**State Specific Information:**

**Alabama only:** In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

**Arizona only:** Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

**California only:** The 45 day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

**Connecticut only:** The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention:

Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

**Georgia only:** This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

**Hawaii only:** In the event we cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

**Indiana only:** Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

**Michigan only:** If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

**Nevada only:** The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event We cancel this Plan, no cancellation fee shall apply and We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

**New Mexico only:** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

**North Carolina only:** The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

**Oklahoma only:** This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company.

**South Carolina only:** If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

**Tennessee only:** This Plan is automatically extended while the product is being repaired.

**Texas only:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

**Utah only:** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

**Wisconsin only:** This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.