

Terms and Conditions – ESC Terms

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions together with your sales receipt constitute the entire agreement.

1. **Plan Provider (Obligor):** The company obligated under this Plan is AIG Warranty Services and Insurance Agency (“AIGWS”), except in Florida, Oklahoma and Wisconsin. AIGWS can be contacted at 300 Riverside Plaza, Chicago, IL 60606 or (800) 250-3819. In Florida, the Obligor is **New Hampshire Insurance Company, (“NHIC”)**, located at 175 Water St, 20th Floor, New York, NY 10038, or (800) 250-3819. In Oklahoma, the dealer is the Obligor. In Wisconsin, the Obligor is Warranty Corporation of America, located at 3110 Crossing Park Rd, Norcross, GA 30071.
2. **Definitions:** Throughout these terms and conditions (“Plan”), the words, “we”, “us”, and “our” refer to the Obligor. The word “dealer” refers to the entity from which you purchased this Plan. The words “you” and “your” each refer to the Plan holder. The word “product” refers to each item that is covered by this Plan.
3. **Term:** The term of this Plan commences upon expiration of the shortest portion of the manufacturer’s warranty.
4. **Coverage:** This Plan provides for the repair of the product to normal operating condition after it has failed due to defects in materials, workmanship or normal wear and tear. All coverage begins upon expiration of the shortest portion of the manufacturer’s warranty. There is no deductible under this Plan. This Plan covers qualifying products sold in the U.S.A. only.
 - a. **On-Site Service:** You must provide a safe, non-threatening environment for our technicians in order to receive On-Site service. Due to environmental and technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs.
 - b. **Next Business Day On-Site:**
 - i. This coverage is available upon expiration of the shortest portion of the manufacturer’s warranty.
 - ii. All attempts will be made to establish appointment times as follows:
 1. If the request for service occurs before noon (12pm) of that business day, every attempt will be made to get a technician to the repair location before noon (12pm) of the next business day. If the request for service occurs after noon (12pm) of that business day, every attempt will be made to get a technician to the repair location by 6pm of the next business day.
 2. If the parts are not on-site at the time the technician is at the repair location, the repair of the product will not be completed until the parts are delivered. Once the parts delivery has been confirmed, a technician will be dispatched before 6pm of the next business day to install the parts and complete the repair.
 3. If parts are unavailable from the OEM or any other authorized provider, then all conditions pertaining to Next Business Day On-Site Service are void.
 4. Next Business Day On-Site service is not available in all locations.
 - c. **No Lemon Guarantee:** This section applies after we have completed three service repairs for the same problem on an individual product, which problem first began after the manufacturer’s warranty term had expired. If that product requires a fourth repair, as determined by us, we reserve the right to replace the product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling and taxes. Once a product is replaced, this Plan is considered fulfilled and coverage will end for that product. We may ask you to return the original product to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Guarantee.
 - d. **Power Surge Protection:** This Plan provides power surge protection in the absence of any other insurance coverage. Coverage begins upon the expiration of the shortest portion of the manufacturer’s warranty.
 - e. **Performance Guarantee:** Subject to parts availability and covered product accessibility, if we do not make a scheduled on-site service call within the specified timeframes, upon the customer’s request, the Plan will be extended for an additional one month term. Call **1-800-320-2783** to request the extension. While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including, but not limited to, manufacturer’s delays, unavailability of replacement parts, or Acts of God.
5. **Registration:** It will not be necessary to register your product in order to validate this Plan.
6. **Plan Limits of Liability:** The combined payments of all claims for any one product covered under this Plan shall not exceed the original purchase price of that product.
7. **Your Responsibilities:** You must follow the instructions that are in the owner’s manual for proper use, care and maintenance of your product. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. This Plan does not cover the cost of data recovery or any other consequential or incidental damages.
8. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
9. **Claims - If your Covered Product Needs Service:** You may begin the claims process by calling **1-800-320-2783**. Repair service will be available during regular business hours, local time, Monday through Friday, excluding holidays, and will be performed by an authorized service provider. After we authorize your claim, you may arrange for service and we will cover the reasonable cost for parts and labor that we authorize. **AT OUR OPTION, REPLACEMENT PARTS WILL BE NEW, REBUILT, OR NON-ORIGINAL MANUFACTURER’S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** If we determine that your covered product cannot be repaired, we may replace it with a new or remanufactured product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. Once a product is replaced, this Plan is considered fulfilled and coverage will end for that product.
10. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer’s delays, shipment to a service facility or acts of God.
11. **Insurance Securing this Plan:** This Plan is not an insurance policy. If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water St, 20th Floor, New York, NY 10038, (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company. If you reside in any of the following states: AR, CA, FL, MS, OK, NY, NC or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water St, 20th Floor, New York, NY 10038, (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.
12. **Exclusions – What Is Not Covered:**

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- a. Consumable items such as but not limited to: batteries, accessories, attachments or any other parts or materials that are designed to be consumed during the life of the product;
 - b. Repair or replacement as a result of conditions which existed prior to your purchase and delivery of the product or the Plan;
 - c. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered product, such as but not limited to decorative finishing, handles, knobs, cracked cases and broken hinges;
 - d. Costs or damage resulting from improper electrical wiring and connections;
 - e. Damage or costs resulting from 1) unauthorized modifications, alterations, repairs or repair personnel, 2) use in any combinations not approved in the manufacturer's specifications;
 - f. Loss or damage caused by any physical damage from a source external to the product, including but not limited to general environmental conditions, negligence, misuse, abuse; vandalism, or acts of God;
 - g. Costs related to any service request which results in customer education or no problem found;
 - h. Loss or damage to the covered product either while in storage or in the course of transit, delivery, or redelivery;
 - i. Normal maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found; components or products used for commercial purposes;
 - j. Personal computer monitor screen imperfections, including but not limited to 1) loss of brightness over time caused by degradation of phosphors in the cathode ray tube (CRT), or 2) burn-in or burned CRT phosphor, caused by video games or prolonged display of one or more signal(s);
 - k. Products whose serial number has been altered or removed; computer hardware added after the original purchase; loss or damage to stored data;
 - l. Repair or replacement covered by any other warranty, service agreement, insurance policy in effect at the time of the failure; Repair or replacement due to failure to properly install, setup, operate, maintain, or clean the covered product in accordance with local codes and the manufacturer's printed instructions;
 - l. Liquid immersion of any kind;
 - m. Unintentional or accidental loss or damage resulting from normal and customary use and handling of the product such as, but not limited to, the spilling of liquid on the product or the dropping of the product;
 - n. Special, indirect, or consequential damages or loss, due to 1) computer software or viruses, 2) disruption of any product function due to a manufacturer design flaw or defect which results in a manufacturer recall, 3) external antenna or local reception problems, 4) an inaccessible product or part, 5) loss of use, 6) personal items left in the product to be repaired or replaced;
 - o. Theft and/or loss of the product.
13. **Renewal:** Repair Plans may be renewable. Call **1-800-320-2783** to begin the renewal process. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal.
14. **Transfer:** This Plan is for the benefit of the original purchaser and may not be transferred.
15. **Cancellation:** To cancel this Plan, please send a written request to the administrator at the address cited below. If you cancel within thirty (30) days of receipt of this Plan, and we have not paid a claim, you will receive a full one hundred percent (100%) refund of the original Plan purchase price, excluding taxes. If you cancel after thirty (30) days from Plan receipt, or at anytime after we pay a claim, you will receive a pro rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of either twenty-five dollars (\$25) or ten percent (10%) of the Plan price, whichever is less. Neither the Dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation, or failure to pay the Plan price.

If You Reside In One Of The Following States, These Provisions Apply To You:

Arizona: If your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro-rata price, regardless of prior services rendered under this Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California: Warranty Corporation of America ("WaCA") is the administrator of this Plan. WaCA can be contacted at 3110 Crossing Park Rd, Norcross, GA 30071. You may cancel this Plan for any reason at any time. To cancel it, submit your request in writing to the administrator at the address cited below. If you cancel within thirty (30) days of receipt of this Plan, and we have not paid a claim, you will receive a full refund. If you cancel after thirty (30) days or at anytime after we pay a claim, you will receive a pro rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$25 or 10% of the Plan price, whichever is less. For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody being repaired. The administrator under this Plan is Warranty Corporation of America ("WaCA"), and can be contacted at 3110 Crossing Park Rd, Norcross, GA 30071. In the event of a dispute with the administrator, you may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If you cancel this Plan: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

Georgia: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. The Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

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Illinois: You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or b) at any other time and a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00).

Kansas: This Plan is not an insurance policy.

Nevada: This Plan is not an insurance policy. You are entitled to a "Free Look" period for this Plan. This Plan will be considered void and we will refund you the purchase price of the Plan if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. If the plan is cancelled, no deduction shall be made from the refund for the cost of any service received. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within forty-five (45) days of your written request, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. We can cancel this Plan due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan, no cancellation fee will be imposed.

New Hampshire: In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire insurance department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or 800-852-3416.

New Mexico: 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.

New York: A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days after you return the Plan to us.

North Carolina: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

OKLAHOMA: 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. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. THE DEALER IS THE OBLIGOR UNDER THIS PLAN.

South Carolina: To prevent any further damage, please refer to the owner's manual. In the event the Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, you are entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, at PO Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

Texas: In order to receive a full refund of the purchase price, you may cancel this Plan no later than 20 days after the Plan is mailed to you, or no later than 10 days if the Plan is provided to you at the time of sale. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Plan provider or administrator may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If we cancel this Plan due to fraud or material misrepresentation, you will be notified thirty (30) days prior to Plan cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington: You may make a claim directly to the insurance company at any time.

Wisconsin: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled nor can coverage be denied due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. Warranty Corporation of America is the Obligor under this Plan. This Plan is backed by a contractual liability insurance policy with limits of liability of five thousand dollars (\$5,000) per claim and twenty-five thousand dollars (\$25,000) in aggregate per Plan.

Administered by:

Warranty Corporation of America
3110 Crossing Park Rd., Norcross, GA 30071
Toll-Free Customer Service: **1-800-320-2783**