



1-888-446-8008

Contract Number:

**Products Covered:**

**Model No.**

**Term:**

**Expiration Date:**

### Service Contract Agreement Terms and Conditions

#### Definitions

Throughout this Service Contract, the following definitions apply:

"Covered Product" means the consumer product used primarily for personal, family, or household purposes and covered by this Service Contract.

"Customer", "You" or "Your" means the purchaser of the Service Contract.

"Failure" means the mechanical, electrical, or physical breakdown of the Covered Product caused by defects in materials or workmanship or by normal wear and tear.

"Service Contract" means this contract and the sales receipt for this contract, which receipt is incorporated herein by reference.

"Start Date" means the date coverage under this Service Contract begins and is the date the customer takes possession of the covered product.

"We", "Us", and "Our" means the party obligated under the terms and conditions of this Service Contract (the "Obligor"), which is Signal Service Solutions, LLC, in all states where authorized by applicable law, and the retailer of the covered product in all other states.

#### Service and Coverage

This Service Contract covers the cost of repairing or replacing a mechanical or electrical failure of the Covered Product caused by defects in workmanship or materials or by normal wear and tear. The Covered Product may either be repaired or may be replaced at Our discretion with an equivalent model of like kind and quality, or a voucher may be issued at Our discretion for the original purchase price. The replacement may be new or rebuilt to meet the manufacturer's specifications of the original product. Our liability is limited, at Our option, to the lesser of: 1) the actual cost of repair; 2) replacement of the Covered Product or any defective part; or 3) the original purchase price of the Covered Product. Replacement parts may be either new or remanufactured and will be obtained at the least expensive exchange-basis possible. Parts that are replaced become Our property and are to be returned to Us upon request, at Our cost, subject to applicable state law.

Coverage commences on the date the Customer takes possession of the Covered Product and includes the manufacturer's factory warranty period. Parts and services covered by the manufacturer during the manufacturer's warranty period will be the manufacturer's responsibility. If the product requires repair during the manufacturer's warranty period, any charges covered under this Service Contract that are not covered by the manufacturer will be reimbursed.

If this Service Contract is purchased after the date that the Covered Product is purchased and the manufacturer's warranty has expired, no claim can be made within ninety (90) days of the Service Contract start date.

All repairs must be performed by authorized service centers selected at Our discretion. Unauthorized repairs may result in denial of the claim and the cost of repair will be the responsibility of the Customer. In-home service is provided on all products where the manufacturer authorizes such service during the full term of the manufacturer's warranty period. All other service will be performed on a carry-in basis, or shipment of the Covered Product to an authorized service center may be required.

If repair is required, call 1-888-446-8008 to report Failure. Unless authorized by Us, the product should not be returned to the dealer. If the Failure is covered under this Service Contract, an authorized service center will be identified. Original proof of purchase and this document may be required before service is authorized.

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 or acts of God.

#### Special Benefits

*Electrical Surge* – This Service Contract covers Failure resulting from power surge.

*Food Spoilage* – The cost of replacing food that spoiled as a result of a covered failure of a refrigerator or freezer will be covered to a maximum of \$200.00 per service repair during the term of this Service Contract.

*Remote Controls* – This Service Contract provides for the repair or replacement of operating components that fail as a result of mechanical or electrical failure. We may choose, at our option, to replace the item with a like kind and quality universal remote control.

*Replacement Guarantee* – If the Covered Product has three service repairs completed, which repairs are covered by this Service Contract, and a fourth such repair is required, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a comparable product. The cost of the replacement will not exceed the original product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original purchase price. Any remaining duration of this Service Contract will attach to the replacement product. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the U.S.A. are not considered repairs for the purposes of this Replacement Guarantee.

*Optional Major Component Coverage* – If so indicated, this Service Contract will cover the cost of repairing or replacing the following parts for a period of ten (10) years from the date of purchase. If the manufacturer's warranty covers the cost of parts, then this Service Contract will cover the labor cost of repair or replacement. Service or trip charges are not covered during the extended period of coverage beyond the original term of this Service Contract.

Washer transmission

Dryer heating element/gas burner

Dishwasher motor

Range baking/broiling surface elements and/or electronic ignition

Microwave magnetron

Refrigerator/freezer or room air conditioner compressor

5" to 27" TV picture tube (limited to five (5) years coverage)

*Over-the Counter Exchange Coverage* – If so indicated, this Service Contract is available for a term of twenty-four (24) months commencing on the original product purchase date and provides for the replacement of the covered product found to be defective with an equivalent model of like kind and quality with a price not greater than the retail purchase price of the original product. This optional coverage is available for small appliances and electronics up to a retail purchase price of \$500.00. **An Over the Counter Exchange of any covered product shall fulfill all obligations under this Service Contract.** If you wish to obtain replacement coverage on the exchanged product, a new Service Contract must be purchased.

#### Conditions and Exclusions

The Covered Product must be maintained in accordance with the requirements and/or recommendations set forth by the manufacturer. Evidence of proper maintenance and/or service may be required to validate a claim. Failures due to lack of proper maintenance or cleaning will not be covered, subject to applicable state law.

Failures caused by any of the following are not covered:

- Neglect, abuse or misuse of the product;
- Failure to replenish or replace coolants, lubricants or any other fluid required by the manufacturer;
- Damage caused by non-authorized repair personnel, subject to applicable state law;
- Accidental or intentional physical damage, spilled liquids or insect infestation;
- Corrosion, blockages, denting or scratching;
- Acts of God;
- Manufacturer recall;
- War, invasion or act of a foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, or civil commotion;
- Any external cause such as fire, water ingress, sand, theft or weather.

The following are not covered by this Service Contract:

- Modifications to the Covered Product not authorized by Us;
- Failure resulting from commercial use, public rental, or communal use in multi-family housing, unless the amount of use does not exceed that expected in a single family home and is non-revenue producing;
- Any conditions existing prior to the Start Date;
- Preventative maintenance;
- Cost of installation, removal, or reinstallation of the Covered Product;
- Any loss other than a Failure of the Covered Product;
- Any product with a removed or altered serial number;
- Failure covered by any other warranty or service contact or any insurance.
- Any replacement of consumable or disposable items, such as knobs, batteries, filters, bulbs, spark plugs, stylus, vacuum cleaner bags and belts, printer cartridges;
- Replacement of refrigerant coolant unless loss is caused by a covered failure;
- Repair of cosmetic damage where the function of the Covered Product is unaffected;
- Service calls where no problem is found;
- Loss of use of the product or consequential loss of any kind, except for food spoilage, as set forth above;
- Loss or damage to stored data; repairs related to installed software; computer virus protection, detection and/or repair; and computer hardware added after the original purchase;
- International coverage is not available.

#### Cancellation

We may cancel this Service Contract for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement shall result in the cancellation of this Service Contract, subject to applicable state law. In the event of cancellation by Us, written notification of cancellation shall be mailed not less than forty-five (45) days before cancellation is effective, which notice shall state the effective date of and reason for cancellation. The Customer may cancel this Service Contract at any time by mailing or delivering to the Dealer of the Service Contract Administrator notice of cancellation. If cancelled within thirty (30) days of the Service Contract application date, a full refund of the price paid for the Service Contract will be made provided no service has been performed. After thirty (30) days, a pro-rata refund, less reasonable handling costs, and the cost of claims paid will be made. A ten percent (10%) penalty per month applies to any refund not paid or credited within thirty (30) days of Our receipt of a returned Service Contract.

#### Transfer

This Service Contract may be transferred to another owner of the product by providing the name and address of the new owner within fifteen (15) days of change of ownership with a \$25.00 fee.

#### Term and Renewal

This Service Contract has a term as indicated on the application page, which begins from the Start Date. A renewal of this Service Contract may be offered at our discretion at a renewal price and terms reflecting the age of the Covered Product, current service costs, product repair history and actuarial data.



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### Obligor

Signal Service Solutions, LLC, is the obligor under this Service Contract in the following states: AK, AL, AR, AZ, CT, DC, DE, GA, IA, IL, IN, KY, LA, MD, NE, NV, OH, OR, RI, SC, SD, TN, TX, UT, VA, WI, WA, WY, and WV. In all other states, the retailer from which You purchased this Service Contract is contractually obligated to provide You coverage. We can be contacted at **1-888-446-8008**.

This Service Contract is not a contract of insurance. Our obligations under this Service Contract are secured by a contractual liability insurance policy underwritten by an "A" rated insurance company, whose phone number is 1-866-866-6291. If, within sixty (60) days from the date proof of loss is properly filed with Us, We fail to pay a covered claim or provide a refund, the Customer or any subsequent holder of this Service Contract may make a claim directly to the insurer.

This Service Contract represents the entire agreement between the Customer and Us, and any modifications, waivers, or amendments to this Service Contract must be accepted in writing by both You and Us.

### Arbitration

To the extent permitted by applicable law, any controversy or dispute arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules adopted by the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction. The parties specifically agree to the binding nature of the arbitration.

### State Variations:

The following state variations shall apply and these variations govern if inconsistent with any other terms and conditions of this Service Contract:

**Alabama:** This right to void the Service Contract is not transferable and applies only to the original Service Contract purchaser. If You cancel this Service Contract otherwise, You will be provided a pro rata refund less reasonable handling costs, any claims that may have been paid, and an administrative fee of twenty-five (\$25.00) dollars.

**Arizona:** If this Service Contract is cancelled, You will be provided a pro rata refund after deducting for administrative expenses not to exceed twenty-five (\$25.00) dollars associated with the cancellation. Further, We will not cancel or void this Service Contract due to pre-existing conditions, prior use of unlawful acts relating to the product or misrepresentations by Us or our subcontractors. No claims incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Service Contract 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:** If You cancel this Service Contract within the first thirty (30) days after the receipt of this Service Contract You will receive a full refund less the value of any services that have been provided. If You cancel after thirty (30) days from the receipt of this Service Contract, You will receive a pro rata refund based on the time remaining on Your Service Contract, less an administrative fee equal to 10% of the purchase price of the Service Contract or twenty-five (\$25.00) dollars, whichever is less, and less the value of any services that have been provided. If We cancel, You shall be refunded 100% of the unearned pro rata purchase price of this Service Contract. If the purchase of this Service Contract was financed, We may make the refund payable to You, the assigned, or the lender of record, or both. Informal dispute resolution is not available in California.

**Connecticut:** The Service Contract is automatically extended while the Covered Product is being repaired. You may cancel this Service Contract if You return the Covered Product or the product is sold, lost, stolen, or destroyed.

**Resolution of Disputes:** If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Service Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Covered Product and the cost of repair, and include a copy of this Service Contract.

**Georgia:** The Administrator may not cancel this Service Contract except for fraud, material misrepresentation or non-payment by You, for violation of any of the terms and conditions of this Service Contract or if required to do so by any

regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 32-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Service Contract above customary short rate for the expired term of the Service Contract.

**Illinois:** The cancellation fee will be the lesser of 10% of the Service Contract price or fifty (\$50.00) dollars.

**Michigan:** If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**New York:** If You cancel this Service Contract twenty (20) days after the Start Date, You will be provided a pro rata refund less reasonable handling cost, any claims that may have been paid, and an administrative fee of up to twenty-five (\$25.00) dollars.

**North Carolina:** The purchase of this Service Contract is not required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Service Contract except for non-payment by You or for violation of any of the terms and conditions of this contract. Any administrative fee applied to a pro rata refund will not exceed 10% of the amount of the pro rata refund.

**Oklahoma:** This Service Contract is not issued by the manufacturer or wholesale company. This Service Contract will not be honored by such manufacturer or wholesale company. Refunds will be based upon ninety (90%) percent of the unearned pro rata premium.

**Rhode Island:** Claims may only be made directly against the provider identified in this Service Contract. No claim may be made against any insurer identified in this Service Contract.

**South Carolina:** Complaints or questions about this Service Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone 803-737-6180.

**Tennessee:** This Service Contract is automatically extended while the product is being repaired.

**Texas:** 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, telephone 512-463-2906 or 800-803-9202.

**Utah:** Coverage afforded under this Service Contract is not guaranteed by the 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 You 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.

**Wisconsin:** THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSION OF INSURANCE. This Service Contract will only be cancelled mid-term for material misrepresentation, substantial change in the risk assumed, or a substantial breach of Contractual duties, conditions, or warranties. If You cancel this Service Contract any time during the coverage period, claims will not be considered when calculating any refund due. We may not deny coverage solely for Your failure to notify Us prior to obtaining service unless We are prejudiced by Your failure to do so.

**Wyoming:** Arbitration may only be final and binding if agreed to by the parties involved in a separate written agreement.