



All Products Protection Plan
This Agreement is not a Contract of Insurance
(This summary is provided for information purposes only and is not a contract for coverage)

Please read this Agreement carefully. It describes the protection you will receive in return for payment by you. You must keep this Agreement, your sales invoice and receipt for the product you purchased. They are integral parts of this Agreement and you may be required to produce them in order to obtain service. You must maintain the covered product as recommended by the manufacturer's owner manual and warranty. Refer to the face of this Agreement, the Declarations Page of this Agreement, or your sales receipt or invoice to determine the term of this Agreement, whether you purchased a Replacement Plan or Repair Plan.

I. REPLACEMENT PLAN

- 1) **TERM:** For the Replacement Plan, the term of this Agreement begins on the date of purchase and continues for a period of two (2) years or until a claim is paid, whichever occurs first. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. A renewal service agreement is not available for the Replacement Plan. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.
- 2) **COVERAGE:** We will replace Your Covered Product, when required, due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product will be replaced with a like product of kind or quality or a check will be sent payable to You, equal to the purchase price of the Covered Product, excluding sales tax and shipping and handling. The Covered Product must fail during normal usage. Administrator has the sole discretion to replace the covered product with a like, kind, or quality product.
- 3) **LIMIT OF LIABILITY:** The limit of liability under the replacement plan is the value of the Covered Product at the time of purchase, excluding sales tax, diagnostic fees, delivery and handling. This Agreement shall expire upon issuance of Your refund check or replacement of product.
- 4) **WHAT TO DO WHEN YOUR COVERED PRODUCT FAILS TO OPERATE:** Contact the Administrator and You will be advised on how to obtain replacement.
 - A. Call the toll-free number at **(800) 546-2109** between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to www.safeware.com.
 - B. You must provide the original sales receipt in order for a claim to be processed. You may be required at the discretion of the Administrator to ship your defective item to the Administrator at the address on the top of this Agreement. The Administrator will issue You a return authorization number (RA#). You must write the RA# on the outside of the package. Products shipped without the RA# may be refused. Products found to be non-defective will be returned to You. You are responsible for all costs of postage, insurance, packaging and shipping. Please make sure Your product is properly protected with bubble wrap or other protective materials. Replacement will not be provided if Your product is damaged in shipping.

II. REPAIR PLAN

- 1) **TERM:** For the Repair Plan the term of this Agreement begins on the date of purchase or actual delivery date of the product and continues for the period indicated on the face of this Agreement or as indicated in the Declarations Page, Your sales receipt or invoice. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the term of this Agreement will be extended until covered repair has been completed. THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY.
- 2) **COVERAGE:** Parts will be replaced with those of like kind and quality at our sole discretion. We may use new or remanufactured parts in repairing Your Covered Product. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the Covered Product will be replaced as determined by Us with a product of similar features.
 - A. **For Appliances, Electronics and Computers:** We will repair or replace the Covered Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. If food loss occurs as a direct result of a mechanical or electrical defect of a covered refrigerator or freezer, We will pay You a one-time reimbursement up to three hundred dollars (\$300). Food loss is non-cumulative and must be verified by a qualified servicer. Costs related to removal and reinstallation of car audio and/or home theater products are covered under this Agreement when required due to a covered breakdown. You are responsible to backup all computer software and data prior to commencement of repair.
 - B. **For Jewelry:** We will furnish the parts and labor necessary to repair or replace Your product only in the event of mechanical breakdown or defects in workmanship and/or materials, including normal wear and tear. We will cover broken, bent or worn prongs, clasps and hinges; knotted or broken links in necklaces and bracelets; broken or lost pins and earring posts; restringing of stretched pearl necklaces; and, reshanking. We will cover mechanical failure of watches, including accidental breakage of stem or band, case and crystal.
 - C. **For Lawn & Garden Equipment and Power Tools:** During the Term of this Agreement Your Product will be restored to normal operating condition after it has failed during normal single family household use, including failures due to normal wear and tear. The Agreement covers the cost of all labor and parts necessary to repair Your Product for problems due to functional part failures. **During the first 18 months** of this Agreement We will provide a one-time equipment rental reimbursement of \$50 in the event Your covered product cannot be repaired within four (4) weeks after taking it to a designated service center (rental must be for same equipment as Covered Product), and a one-time accidental damage reimbursement to the drive/propeller shaft up to \$75.00 USD; power surge protection.
- 3) **LIMIT OF LIABILITY:** Our limit of liability for Your Covered Product under the Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of similar features. In no event will our total liability for repairs or replacement exceed Your purchase price for the Covered Product, excluding sales tax, diagnostic fees, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.
- 4) **HOW TO GET SERVICE:** You must Contact the Administrator for the appropriate authorized service center.
 - A. Call the toll-free number at **(800) 546-2109** between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to www.safeware.com
All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Agreement, can be due to simple circumstances such as the Covered Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Covered

Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a covered item after We have dispatched the repair servicer to Your location You will be billed for that servicer's applicable trip charge.

EMERGENCY SERVICE: Emergency Service is available for the following items ONLY: REFRIGERATORS; FREEZERS; HUMIDIFIERS; DEHUMIDIFIERS; AIR CONDITIONERS; HEATERS/FURNACES; MICROWAVE OVENS (ONLY IF A CONVENTIONAL OVEN IS NOT AVAILABLE); CONVENTIONAL OVEN (ONLY IF A MICROWAVE OVEN IS NOT AVAILABLE). If after 5:00 PM Eastern Time, you require service, you may contact any manufacturer authorized service repair facility listed online or in your local phone book. Mail us your original repair bill and a copy of this contract for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS AGREEMENT WILL APPLY. **State Variations May Apply.**

B. **SERVICE DELIVERABLES:** There may be a deductible required to obtain service for Your Covered Product as indicated on the Declarations Page of this Agreement. You will receive service on Your Covered Product as described: **Carry-In:** Unless otherwise provided in this Agreement, Covered Products must be delivered and picked up by You at Our authorized service center during normal business hours. **In-Home/On-Site:** Service will be performed in Your home or On-Site as indicated on the Declarations Page of this Agreement, or on Your sales receipt or invoice. If You purchased Above Ground Pool Coverage, service will be performed at Your home only for in-ground pumps, pool liners, pool frames and wall repairs. The authorized service center may opt to remove the Covered Product to perform service in-shop. Your product will be returned upon completion. Additional time and mileage charges may be applicable for in-home repairs outside of 25 contiguous land miles or the normal service radius of the authorized service center which may not be covered by this Agreement and would be Your responsibility.

III. **WHAT IS NOT COVERED:** (A) Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance.; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold used or "AS-IS", including but not limited to floor models, demonstrations models, etc.; (E) Part or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.; (F) Damage from accident, abuse, misuse, mishandling, introduction of foreign objects into the covered product, unauthorized modifications or alterations to a covered product; failure to follow the manufacturer's instructions; external causes of any kind, including third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (G) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the covered product is at an authorized service center or awaiting parts; (I) Any product used in a commercial setting or rental basis unless You purchased a Commercial Coverage Plan; (J) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (K) Non-functional or aesthetic parts including but not limited to frames, scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges, removal or reinstallation of the covered product, except as provided herein; (N) Accessories used in conjunction with a covered product including remote controls; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found; noises; squeaks; Breakdowns which are not reported during the term of this Agreement; (Q) Additional exclusions specific to Your covered product
Specific to Electronics & Appliances: In addition to any applicable exclusions listed above, this Agreement only covers the operating condition of Your Product and does not cover (1) non-operating or external parts, e.g. protective glass; housings; insulation; conduit; frames; cabinets; light bulbs, projection bulbs,(2) any installed accessory item, e.g., gas or electronic connectors; (3) any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power or water supply; water and power connectors and connections; reception or normal signal; (4) Speakers, except surround-sound home theater; remote controls; phonograph cartridges and stylus; headphones; and (5) burned-in image in CRT, PLASMA, LCD or any other type of display.
Specific to Computers and Peripheral Equipment: In addition to any applicable exclusions listed above, We do not cover damage caused by or due to (1) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse; (2) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges; (3) broken or cracked LCD/display screens in notebooks or other portable monitors; burned-in image in CRT, LCD or any other type of display; application programs; operating software; other software; loss of data or restoration of programs; (4) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; and (5) toner and ink cartridges; cables.
Specific to Jewelry: In addition to the exclusions listed above We will not replace damaged, lost or stolen gem stones or beads.
Specific to Lawn & Garden Equipment and Power Tools: In addition to any applicable exclusions listed above We do not cover (1) Normal wear and tear; tune-ups; damage caused by neglect; improper operation; installation; maintenance; use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer; operation with fuels, oils or lubricants which are not suitable for use with the product; alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s); spark plugs; brake pads or lining; hoses; hose clamps; belts; batteries; shock absorbers; tires; cutting blades; gauge wheels; wheel balancing; alignments; cleaning of fuel and coolant systems; removal of carbon, varnish, sludge, or contaminants; necessary fuel and ignition system calibrations and adjustments; (2) We do not cover repair caused by normal product vibration; routine maintenance; fuses; filters; consumables; bulbs; exterior power cords; cosmetic adjustment or replacement; shell separating or cracking; paint changes; corrosion; rust; (3) We do not cover any repair for grinding of valves to increase compression; oil consumption; stuck rings; shipping or freight; burned valves; tuliped valves; adhesives; shop supplies; road service calls; environmental charges; miscellaneous charges; internal or external corrosion, electrolysis, salt or any other environmental condition; inadequate or improper storage/lay up; loss or damage to optional equipment.

IV. CONDITIONS:

- 1) **Renewal:** The Replacement Plan is not renewable and the Repair Plans may be renewed at Our discretion and for a period not to exceed one year.
- 2) **Transferability:** This Agreement is transferable by the original purchaser for the balance of the original extended protection period. The Covered Product may be registered by mailing a copy of this Agreement and Declaration Page to the Administrator, and providing the date of new ownership, new owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferrable. This Agreement does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.
- 3) **Territories:** The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

- 4) **Subrogation:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- 5) **Arbitration:** In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding. **State Variations May Apply.**
- 6) **Cancellation:** You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer or to the Obligor should the Selling Retailer not be available, and You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium. **State Variations May Apply.**