

ESP2000 Extended Service Plan (ESP)- 3 Year Terms and Conditions



Maintenance Performance Guarantee & Extended Service Contract Plan

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 and Canada.

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 ten (10) 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 and Canada, which at the time of purchase included a Manufacturer's original written warranty valid for minimum coverage of ninety (90) days. 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 or just labor only as specified on your sales receipt 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: misuse, abuse, rust, corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage caused by accident, theft, fire, flood, external causes such as but not limited to blown fuses, inadequate electrical power, gas lines beyond the equipment 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 commercial use 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.

**For more information contact Hubbell Wiring Device Kellems
Toll free (800) 288-6000 or www.hubbell-wiring.com**

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- h. 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.
- i. 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.
- j. ADMINISTRATOR and the Federally Licensed Insurance Company are released from all liability due to indirect, consequential or incidental damages.
- k. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- l. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan
- m. Upon approval by ADMINISTRATOR, this Plan is transferable to a subsequent owner.
- n. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- o. 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.
- p. 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.

To Arrange for Service:

Call 1 (888) 674-6691 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.

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.

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Coverage

This warranty is insured for your protection by Service USA Inc.

Cancellation

The benefits of the Plan and limited product warranty shall be cancelled by us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment may result in the cancellation of your 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. These Plans can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation to Product Protection Plan (Service USA Inc), 4745 West 136th Street Suite 77 Leawood, KS 66224. If you cancel these Plans (a) within thirty (30) days of the receipt of your Plan, You shall receive a full refund of the price paid for your Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

Program Underwriting

This 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, MY, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI or WY, these Plans are secured by either a contractual liability reimbursement policy issued to Service USA Inc. or a State regulated reserve trust account. 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 or trust. If You reside in any of the following states: AR, CA, FL, MS, OK, NY, NC or VA, these Plans are secured by a contractual liability or reimbursement insurance policy or state regulated reserve trust account. 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 trust or insurance company.

State Variations

The following state variations shall control if inconsistent with any other terms and conditions:

Arizona Residents: 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 the Plan.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. 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 Residents: These Plans may, at our discretion, 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 may, at our discretion result in the cancellation of your Plan by Us. In the event of cancellation by us, written notice of

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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 mailing or delivering to us notice of cancellation. If the Plan is cancelled by you (a) within thirty (30) day of the receipt of your 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 100% of unearned pro rata premium, less any claims that have been paid, or less the cost of repairs made by us. If we cancel after thirty (30) days, the return premium is based upon 100% of unearned pro rata premium.

Georgia Residents: Cancellation will comply with Section 33-24-44 of the Georgia Code.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time 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 \$50.00 or 10% of the Plan price.

Kansas Residents: This Plan is not an insurance policy.

Nevada Residents: This Plan is not an insurance policy. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. 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 (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 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 repairs which result 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 and no deduction for claims paid will be applied.

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

Oklahoma Residents: 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. Service USA Inc. is the Obligor under this Plan.

Puerto Rico If you purchased this Plan in Puerto Rico, unresolved complaints or claims may be addressed to Service USA of Puerto Rico Inc, 530 Avenue de la Constitución San Juan, PR 00901-2304, telephone number 1-787-289-7802 or (800) 803-9202 and the Office of the Commissioner of Insurance B5 Calle Tabonuco Street Suite 216 PMB 356 Guaynabo, Puerto Rico 00968-3029

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is 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, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

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Utah Residents: NOTICE. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled 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 policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contact due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled 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. This Plan is backed by a contractual liability policy with limits of liability of \$3,000 per claim and \$1,000,000 in aggregate per Plan.

Administered by:

Service USA Inc.

4745 West 136th Street Suite 77

Leawood Kansas 66224

Phone (888) 308-0237