



## **SAMPLE TERMS & CONDITIONS**

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Please note: This is a sample Terms and Conditions only. You will receive your actual Terms and Conditions after your purchase is completed.



## TERMS & CONDITIONS

Congratulations on purchasing this Protection Plan. Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review the Order Summary or purchase receipt provided to You at the time You purchased this Protection Plan. The Order Summary defines the Covered Product, Coverage Amount and Term of the Protection Plan.

### 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In California, “We”, “Us” and “Our” shall mean SquareTrade, Inc.; in Arizona, Oklahoma, and Wyoming, “We”, “Us” and “Our” shall mean Complete Product Care Corp. The aforementioned are located at 360 3rd Street, Suite 600, San Francisco, CA 94107. In Florida, “We”, “Us” and “Our” shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. You may reach Us at 1-877-927-7268. In Washington, “We”, “Us” and “Our” shall mean Starr Technical Risks Agency, Inc., 399 Park Avenue, 8th Floor, New York, NY 10022. You may reach Us at 1-877-927-7268.

**Administrator** shall mean SquareTrade, Inc. located at 360 3rd Street, Suite 600, San Francisco, CA 94107 with a telephone number: 1-877-927-7268.

**“You”, “Your”** shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

#### The following terms are used in the Order Summary

**Protection Plan Price:** The price You paid for this Protection Plan.

**Coverage Start Date:** This is the date when coverage starts under this Protection Plan.

**Waiting Period:** This is the amount of time, varying from zero (0) to thirty (30) days, between the Protection Plan purchase date and the Coverage Start Date.

**Coverage Term or Term:** This is the years of coverage, varying from one (1) to five (5) year(s), that You receive under this Protection Plan, starting on the Coverage Start Date, which begins after any Waiting Period. The Term of this Protection Plan is extended for the duration of any time that the item is being repaired under this Protection Plan.

**Covered Product or Product:** The product or type of product covered by this Protection Plan.

**Coverage Amount:** The purchase price of the Covered Product.

**Coverage Type:** This defines the level of coverage You purchased, such as whether Your Protection Plan includes Accidental Damage from Handling (ADH).

**Deductible:** The applicable deductible, if any, for claims.

### 2. COVERAGES:

This Protection Plan includes some or all of the Coverages outlined below:

#### A. Extended Coverage:

Extended Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a breakdown due to a mechanical or electrical failure during normal usage during the Coverage Term. This Protection Plan is inclusive of any manufacturer's warranty or Costco Concierge Services that may exist during the Term. Extended Coverage does not replace the manufacturer's warranty or any coverage by Costco Concierge Services, but it may provide certain additional benefits. Extended Coverage includes failures caused by:

1. Defects in materials or workmanship;
2. Normal wear and tear;
3. Damaged or defective buttons or connectivity ports located on Your Product;
4. Dust, internal overheating, internal humidity/condensation;
5. Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.

#### B. Accidental Damage from Handling (ADH) Coverage:

ADH Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a failure caused by damage from drops, spills and liquid damage associated with the handling and use of Your Product. ADH Coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our authorized service centers.

### 3. COVERED PRODUCTS:

#### A. Cell Phones:

If Your Covered Product is a Cell Phone this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Mobile;
  - a. Battery Coverage for Mobile includes one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

#### B. Televisions:

If Your Covered Product is a Television this Protection Plan provides the following Coverage:

1. Extended Coverage;
2. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
  - a. Six (6) or more defective pixels for displays up to 17”;
  - b. Eight (8) or more defective pixels for displays greater than 17”.

#### C. Computers:

If Your Covered Product is a Computer this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Computer
  - a. Battery Coverage for Computers includes one (1) battery repair or replacement, when the original rechargeable battery is (i) not consumer replaceable and (ii) defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

#### D. All Other Electronic Devices:

If Your Covered Product is an electronic device other than a Cell Phone, Television or Computer, this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;
3. Battery Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

### 4. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

File a claim online at [www.squaretrade.com/claim](http://www.squaretrade.com/claim) or call Us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, You will be directed to an authorized service center.

### 5. HOW WE WILL SERVICE YOUR PRODUCT:

Depending on the Product and failure circumstances, at Our discretion, We will either:

- A. Repair Your Product;
- B. Provide a cash refund in the amount You paid for the Product; or
- C. Provide a refurbished replacement Product **only** upon Your request at Your option. For Cell Phones, We will also have the option of providing a new or refurbished replacement Cell Phone with the same or substantially similar features.

### 6. PLACE OF SERVICE:

Large items, as specified in the Product Cover Letter and/or this Protection Plan, will receive on-site service. Televisions shall be considered a large item if they are 37” or over. Within five (5) business days of determining Your Product requires on-site service, We will assign You an authorized service center technician and arrange to repair or replace the Product at Your location during normal business hours. If We fail to have an authorized service center technician assigned within five (5) business days, We will continue to service Your Product and the cost of Your Protection Plan may be refunded to You at Our discretion. On-site service may occasionally necessitate the authorized service center technician to bring the Product back to its shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service center for repair, replacement or settlement. You will be responsible for safe packaging and shipment. If, upon inspection, Your Product is determined to have experienced a failure which is covered by Your Protection Plan, We will service Your Product, in accordance with Section 5, “**HOW WE WILL SERVICE YOUR PRODUCT**”, within five (5) days of our authorized service center's receipt of Your Product. If We fail to repair, payout or replace the Product within five (5) business days of receiving it, We will continue to service Your Product and the cost of Your Protection Plan may be refunded to You at Our discretion. If the authorized service center determines Your Product is in working condition or is not covered by Your Protection Plan, We will return Your Product to You or dispose of it at Your request.

### 7. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new product of equal features and functionality, then We will have no further obligations under this Protection Plan.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM SERVICING OR THE INABILITY TO RENDER SERVICE.

### 8. YOUR RESPONSIBILITIES:

Provide Us with a complete copy of proof of purchase. You can send Us a digital copy through [www.squaretrade.com](http://www.squaretrade.com) and We can store it for You, or You can provide such proof of purchase at the time You make a claim.

Purchase the correct SquareTrade Protection Plan for Your Product based on condition, price or purchase location. Properly maintain, store and use Your Product according to the manufacturer instructions.

# Sample Terms and Conditions of the SquareTrade Protection Plan

## 9. WHAT IS NOT COVERED:

- A. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- B. Intentional damage;
- C. Lost, stolen, or irretrievable items;
- D. Any product that is fraudulently described or materially misrepresented;
- E. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including, but not limited to, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other peril originating from outside the product;
- F. Defects due to the initial installation, assembly or hookup of Your Product;
- G. Cases wherein the manufacturer acknowledges the existence of a valid manufacturer's warranty and denies a claim against the manufacturer's warranty;
- H. Claims made under any improperly or incorrectly purchased Protection Plan;
- I. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality of the covered product;
- J. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- K. Accidental damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs etc., unless optional accidental damage from handling (ADH) coverage was offered and purchased at the time of sale with Your Protection Plan;
- L. Projector or rear projection TV bulbs unless Bulb Coverage has been offered and purchased at the time of sale with Your Protection Plan;
- M. Consumer replaceable or consumable batteries unless Battery Coverage has been offered and purchased at the time of sale with Your Protection Plan;
- N. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.;
- O. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment, riding mowers or backhoe type products;
- P. Product(s) with removed or altered serial numbers;
- Q. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- R. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- S. Failures related to shipping damage, cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception);
- T. Jewelry or watches that are used or refurbished at the time of purchase;
- U. Rattan, wicker, plastic, or non-colorfast fabric furniture; or inherent furniture design defects including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; fading due to sunlight; or dust corrosion;
- V. Stains, water marks or rings on furniture caused by consumable beverages, smoke or other materials deemed by Us to be caustic;
- W. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist).

## 10. NO LEMON POLICY:

If Your Covered Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem within any twelve (12) month period, We will provide a cash refund in the amount You paid for the Product or provide a refurbished replacement Product **only** upon Your request at Your option. For Cell Phones, We will also have the option of providing a replacement Cell Phone with the same or substantially similar features.

## 11. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to its facilities.

## 12. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at [www.squaretrade.com](http://www.squaretrade.com) to obtain a claim authorization number. At this time You will be instructed on how to proceed to obtain service and You will also receive a fax number and an email address for You to submit Your service repair invoice to Us after the repair is completed. Once You have obtained Your claim authorization number, You will need to carry Your Product into a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. This documentation should be faxed or emailed to Us and We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

## 13. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Plan log in to [www.squaretrade.com](http://www.squaretrade.com), or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

## 14. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. If You cancel at any time during:

- A. the two (2) year Coverage Term for Cell Phones; or
- B. the five (5) year Coverage Term for Televisions; or
- C. the three (3) year Coverage Term for Computers; or
- D. the two (2) year Coverage Term for all other electronic devices.

You may return Your Protection Plan in its original packaging to Costco Wholesale Corporation for a full cash refund or contact Costco Customer Service at 1-800-955-2292.

**We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You.** If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection

Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full Protection Plan Price to You. If We cancel this Protection Plan for any reason, written notice including effective date and reason for cancellation will be provided to You at least 30 days prior to termination.

## 15. ARBITRATION:

Any controversy or claim arising out of or relating to this Protection Plan, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under this Arbitration provision, We both give up the right to resolve any controversy or claim arising out of or relating to this Protection Plan by a judge and/or a jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA, with all mediator fees and expenses paid by Us. If You are successful in obtaining an arbitration award against us greater than \$500, we agree to pay all arbitrator fees and expenses.

We also both agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations against each other. The laws of the state of California (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

## 16. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

## 17. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

## STATE VARIATIONS

The following state variations shall apply if inconsistent with any other terms and conditions.

**Alabama:** If You are a resident of Alabama, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

**Arizona:** Section 9 (A) "What is Not Covered" of these Terms and Conditions is deleted in its entirety.

**California:** If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the "Cancellation" section of the Protection Plan. **Arbitration:** For California residents the Arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into Arbitration is solely at the discretion of the contract holder; (2) if Arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) if any statement found within this contract contradicts this section, this section shall take precedence. To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, California, 95834, or You may visit their website at [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).

**Connecticut: Resolution of Disputes:** If You purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan. 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 product and cost of repair, and include a copy of this Protection Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

**Florida:** The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 16, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871.

**Georgia:** Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days. Arbitration is non-binding. Section 9 (A) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

**Maine:** With respect to Maine contract holders, the Obligor under this Protection Plan is the Dealer.

**Nevada:** This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. Section 15 "Arbitration" of these Terms and Conditions is deleted in its entirety. **WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.**

**New Jersey:** If you are a resident of New Jersey, the following shall replace Section 16 "Guarantee" of these Terms

# Sample Terms and Conditions of the SquareTrade Protection Plan

and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against First Colonial Insurance Company.

**New Mexico:** This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

**Oklahoma:** This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 360 3rd Street, Suite 600, San Francisco, CA 94107, License Number 864208.

**Oregon: Arbitration:** If You are a resident of Oregon, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: Any arbitration occurring under this Protection Plan shall occur in an agreed upon location by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

**South Carolina:** In the event of a dispute with the provider of this Protection Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Protection Plan is not an insurance contract.

**Texas:** The administrator for this Protection Plan is SquareTrade, Inc. registration number 155.

**Utah:** Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation. **Arbitration:** If You are a resident of Utah, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED

BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Washington:** Section 16 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this contract are back by the full faith and credit of the service contract provider, Starr Technical Risks Agency, Inc. Starr Technical Risk Agency, Inc. is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and You may contact them toll-free at 1-855-438-2390.

**Wisconsin:** The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company.

**Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee.

**Wyoming:** The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Arbitration:** If You are a resident of Wyoming, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.

# Sample Terms and Conditions of the SquareTrade Protection Plan

PUERTO RICO

## TERMS & CONDITIONS



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### 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the Provider of this Protection Plan, SquareTrade, Inc., located at 360 3rd Street, 6th Floor, San Francisco, CA 94107, with the telephone number: 1-877-WARRANTY (1-877-927-7268).

“You”, “Your” shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

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Coverage Amount: The purchase price of the Covered Product.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes Accidental Damage from Handling (ADH).

Deductible: The applicable deductible, if any, for claims.

### 2. COVERAGES:

This Protection Plan includes some or all of the Coverages outlined below:

#### A. Extended Coverage:

Extended Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a breakdown due to a mechanical or electrical failure during normal usage during the Coverage Term. This Protection Plan is inclusive of any manufacturer's warranty or Costco Concierge Services that may exist during the Term. Extended Coverage does not replace the manufacturer's warranty or any coverage by Costco Concierge Services, but it may provide certain additional benefits. Extended Coverage includes failures caused by:

1. Defects in materials or workmanship;
2. Normal wear and tear;
3. Damaged or defective buttons or connectivity ports located on Your Product;
4. Dust, internal overheating, internal humidity/condensation;
5. Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.

#### B. Accidental Damage from Handling (ADH) Coverage:

ADH Coverage provides for parts and labor costs to repair or replace Your Product when it experiences a failure caused by damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH Coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our authorized service centers.

### 3. COVERED PRODUCTS:

#### A. Cell Phones:

If Your Covered Product is a Cell Phone this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Mobile;
  - a. Battery Coverage for Mobile includes one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

#### B. Televisions:

If Your Covered Product is a Television this Protection Plan provides the following Coverage:

1. Extended Coverage;
2. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
  - a. Six (6) or more defective pixels for displays up to 17”;
  - b. Eight (8) or more defective pixels for displays greater than 17”.

#### C. Computers:

If Your Covered Product is a Computer this Protection Plan provides the following the Coverages:

1. Extended Coverage;
2. ADH Coverage;
3. Battery Coverage for Computer
  - a. Battery Coverage for Computers includes one (1) battery repair or replacement, when the original rechargeable battery is (i) not consumer replaceable and (ii) defective as determined

by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.

4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

#### D. All Other Electronic Devices:

If Your Covered Product is an electronic device other than a Cell Phone, Television or Computer, this Protection Plan provides the following Coverages:

1. Extended Coverage;
2. ADH Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;
3. Battery Coverage, if this coverage has been offered and purchased at the time of sale with Your Protection Plan;
4. Defective Pixels: We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.

### 4. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

File a claim online at [www.squaretrade.com](http://www.squaretrade.com) or call Us toll-free at 1-877 WARRANTY (1-877-927-7268) and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, You will be directed to an authorized service center.

### 5. HOW WE WILL SERVICE YOUR PRODUCT:

Depending on the Product and failure circumstances, at Our discretion, We will either:

- A. Repair Your Product;
- B. Provide a cash refund in the amount You paid for the Product; or
- C. Provide a refurbished replacement Product **only** upon Your request at Your option. For Cell Phones, We will also have the option of providing a new or refurbished replacement Cell Phone with the same or substantially similar features.

### 6. PLACE OF SERVICE:

Large items, as specified in the Product Cover Letter and/or this Protection Plan, will receive on-site service. Televisions shall be considered a large item if they are 37” or over. Within five (5) business days of determining Your Product requires on-site service, We will assign You an authorized service center technician and arrange to repair or replace the Product at Your location during normal business hours. If We fail to have an authorized service center technician assigned within five (5) business days, We will continue to service Your Product and the cost of Your Protection Plan may be refunded to You at Our discretion. On-site service may occasionally necessitate the authorized service center technician to bring the Product back to its shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service center for repair, replacement or settlement. You will be responsible for safe packaging and shipment. If, upon inspection, Your Product is determined to have experienced a failure which is covered by Your Protection Plan, We will service Your Product, in accordance with Section 5, “**HOW WE WILL SERVICE YOUR PRODUCT**”, within five (5) days of our authorized service center's receipt of Your Product. If We fail to repair, payout or replace the Product within five (5) business days of receiving it, We will continue to service Your Product and the cost of Your Protection Plan may be refunded to You at Our discretion. If the authorized service center determines Your Product is in working condition or is not covered by Your Protection Plan, We will return Your Product to You or dispose of it at Your request.

### 7. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new product of equal features and functionality, then We will have no further obligations under this Protection Plan.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM SERVICING OR THE INABILITY TO RENDER SERVICE.

### 8. YOUR RESPONSIBILITIES:

Provide Us with a complete copy of proof of purchase. You can send Us a digital copy through [www.squaretrade.com](http://www.squaretrade.com) and We can store it for You, or You can provide such proof of purchase at time You make a claim.

Properly maintain, store and use Your Product according to the manufacturer instructions.

### 9. WHAT IS NOT COVERED:

- A. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- B. Intentional damage;
- C. Lost, stolen, or irretrievable items;
- D. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including, but not limited to, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment

# Sample Terms and Conditions of the SquareTrade Protection Plan

modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other peril originating from outside the product;

- E. Defects due to the initial installation, assembly or hookup of Your Product;
- F. Cases wherein the manufacturer acknowledges the existence of a valid manufacturer's warranty and denies a claim against the manufacturer's warranty;
- G. Claims made under any improperly or incorrectly purchased Protection Plan;
- H. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product;
- I. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- J. Accidental damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs, unless optional accidental damage from handling (ADH) coverage was offered and purchased at the time of sale with your Protection Plan;
- K. Projector or rear projection TV bulbs unless Bulb Coverage has been offered and purchased at the time of sale with Your Protection Plan;
- L. Consumer replaceable or consumable batteries unless Battery Coverage has been offered and purchased at the time of sale with your Protection Plan;
- M. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, and trim;
- N. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or backhoe type products;
- O. Product(s) with removed or altered serial numbers;
- P. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- Q. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- R. Failures related to shipping damage, cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception);
- S. Jewelry or watches that are used or refurbished at the time of purchase;
- T. Rattan, wicker, plastic, or non-colorfast fabric furniture; or inherent furniture design defects including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; fading due to sunlight; or dust corrosion;
- U. Stains, water marks or rings on furniture caused by consumable beverages, smoke or other materials deemed by Us to be caustic;
- V. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist).

## 10. NO LEMON POLICY:

If Your Covered Product has two (2) service repairs completed for the same problem and a third (3<sup>rd</sup>) repair is needed for the same problem within any twelve (12) month period, We will provide a cash refund in the amount You paid for the Product or provide a refurbished replacement Product **only** upon Your request at Your option. For Cell Phones, We will also have the option of providing a replacement Cell Phone with the same or substantially similar features.

## 11. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to its facilities.

## 12. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at [www.squaretrade.com](http://www.squaretrade.com) to obtain a claim authorization number. At this time You will be instructed on how to proceed to obtain service and You will also receive a fax number and an email address for You to submit Your service repair invoice to Us after the repair is

completed. Once You have obtained Your claim authorization number, You will need to carry Your Product into a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. This documentation should be faxed or emailed to Us and We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

## 13. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Plan log in to [www.squaretrade.com](http://www.squaretrade.com), or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24 hours a day, 7 days a week.

## 14. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. If You cancel at any time during:

- A. the two (2) year Coverage Term for Cell Phones; or
- B. the five (5) year Coverage Term for Televisions; or
- C. the three (3) year Coverage Term for Computers; or
- D. the two (2) year Coverage Term for all other electronic devices,

You may return Your Protection Plan in its original packaging to any Costco Wholesale retail location for a full cash refund or contact Costco Customer Service at 1-800-955-2292.

**We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You.** If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full Protection Plan Price to You. If We cancel this Protection Plan for any reason, written notice including effective date and reason for cancellation will be provided to You at least 30 days prior to termination.

## 15. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and You may contact them toll-free at (855) 438-2390. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

## 16. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

## STATE SPECIFIC PROVISIONS

[Puerto Rico](#)

### DEFINITIONS:

"Costco Concierge Service" shall mean the Costco technical support service that includes troubleshooting assistance and other product-related services.

"Product Cover Letter" shall mean the document that accompanies Your purchase of this Protection Plan and contains key plan information.

### CANCELLATION:

In the event of cancellation after the first thirty (30) days of purchase of the Protection Plan but before the expiration of the manufacturer's warranty, You will be refunded the full amount You paid for the Protection Plan, less a pro-rata adjustment for the earned amount, as long as it does not exceed the product of \$65.00 multiplied by every year that the Protection Plan has been in effect before the expiration of the manufacturer's warranty. If in excess, Your refund will only be reduced by the result of such product.

If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, and you have not made a claim to the Provider, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination.



## TÉRMINOS Y CONDICIONES

Felicitaciones por comprar este Plan de protección. Lea los Términos y condiciones con atención para que comprenda totalmente su cobertura conforme a este Plan de protección.

También le solicitamos que revise el Resumen del pedido o el recibo de compra que le hemos entregado al momento de la compra de este Plan de protección. El Resumen del pedido define el producto cubierto, el importe de cobertura y el plazo del Plan de protección.

### 1. DEFINICIONES:

“Nosotros” y “nuestro” se refiere al proveedor de este Plan de protección, SquareTrade, Inc., ubicado en 360 3rd Street, 6th Floor, San Francisco, CA 94107, con teléfono número: 1-877- WARRANTY (1-877-927-7268).

“Usted” y “su” se refiere a la persona o entidad que compró este Plan de protección, o a la persona o entidad a quien se le ha transferido correctamente este Plan de protección de conformidad con estos Términos y condiciones.

**Se utilizan los siguientes términos en el Resumen del pedido**

**Precio del Plan de protección:** El precio que usted pagó por este Plan de protección.

**Fecha de inicio de la cobertura:** Es la fecha cuando comienza la cobertura conforme a este Plan de protección.

**Período de espera:** Es la cantidad de tiempo, que varía desde cero (0) hasta treinta (30) días, entre la fecha del Plan de protección y la Fecha de inicio de la cobertura.

**Plazo de cobertura o Plazo:** Son los años de cobertura, que varían desde uno (1) hasta cinco

(5) años, que usted recibe conforme a este Plan de protección, comenzando en la Fecha de inicio de la cobertura, que se inicia después de un Período de espera. El Plazo de este Plan de protección se extiende mientras dura el tiempo en que un elemento se repara conforme a este Plan de protección.

**Producto cubierto o Producto:** Es el producto o tipo de producto cubierto por este Plan de protección.

**Importe de la cobertura:** El precio de compra del Producto cubierto.

**Tipo de cobertura:** Esto define el nivel de cobertura que usted adquirió, como por ejemplo, si su Plan de protección incluye daño accidental por manipuleo (Accidental Damage from Handling, ADH).

**Franquicia:** Es la franquicia aplicable, si corresponde, para los reclamos.

### 2. COBERTURAS:

Este Plan de protección incluye algunas o todas las Coberturas que se detallan a continuación:

#### A. Cobertura extendida:

La Cobertura extendida proporciona repuestos y costo de mano de obra para reparar o reemplazar su Producto cuando este se descompone debido a una falla mecánica o eléctrica por el uso normal durante el Plazo de cobertura. Este Plan de protección incluye la garantía del fabricante o los Servicios de asistencia personal de Costco que pudieran existir durante el Plazo. La Cobertura extendida no reemplaza la garantía del fabricante ni ninguna cobertura de los Servicios de asistencia personal de Costco, pero puede brindar algunos beneficios adicionales. La Cobertura extendida incluye fallas provocadas por:

1. Defectos en materiales o mano de obra;
2. Desgaste normal por el uso;
3. Botones o puertos de conectividad dañados o defectuosos que se encuentran en su Producto;
4. Polvo, sobrecalentamiento interno, humedad/condensación interna;
5. Fallas de operación provenientes de una sobrecarga de energía mientras se encontraba conectado correctamente a un protector de sobrecarga. Podría tener que entregar su protector de sobrecarga para que sea examinado.

#### B. Cobertura por daño accidental por manipuleo o ADH:

La Cobertura por ADH proporciona repuestos o costo de mano de obra para reparar o reemplazar su Producto cuando experimenta una falla provocada por daños provenientes de caídas, derrames o líquido relacionados con el manipuleo y uso de su Producto.

La Cobertura por ADH no brinda protección contra robo, pérdida, conducta imprudente o abusiva relacionada con el manipuleo y uso de su Producto, daño cosmético o de otro tipo que no afecta la funcionalidad de su Producto, ni daño causado durante el envío entre usted y nuestros centros de servicio autorizados.

### 3. PRODUCTOS CUBIERTOS:

#### A. Teléfonos celulares:

Si su Producto cubierto es un teléfono celular este Plan de protección brinda las siguientes Coberturas:

1. Cobertura extendida;
2. Cobertura por ADH;
3. Cobertura de batería para celular;
  - a. La Cobertura de batería para celulares incluye una (1) reparación o reemplazo de batería cuando la batería recargable original es defectuosa, según lo determinemos nosotros a nuestro exclusivo criterio. Podríamos solicitarle que nos devuelva su batería original defectuosa para recibir una batería de reemplazo
4. Píxeles defectuosos: Igualaremos la garantía del fabricante durante el Plazo de su Plan de protección. Si no existiera una política de píxel muerto del fabricante, cubriremos la falla de tres (3) o más píxeles defectuosos dentro de una superficie de una pulgada cuadrada del monitor.

#### B. Televisores:

Si su Producto cubierto es un televisor, este Plan de protección brinda la siguiente Cobertura:

1. Cobertura extendida;
2. Píxeles defectuosos: Igualaremos la garantía del fabricante durante el Plazo de su Plan de protección. Si no existiera una política de píxel muerto del fabricante, cubriremos lo siguiente:
  - a. Seis (6) o más píxeles defectuosos para monitores de hasta 17”;
  - b. Ocho (8) o más píxeles defectuosos para monitores mayores de 17”.

#### C. Computadoras:

Si su Producto cubierto es una computadora, este Plan de protección brinda las siguientes Coberturas:

1. Cobertura extendida;
2. Cobertura por ADH;
3. Cobertura de batería para computadora
  - a. La Cobertura de batería para computadoras incluye una (1) reparación o reemplazo de batería, cuando la batería original recargable (i) no es reemplazable por el consumidor y (ii) es defectuosa según lo determinemos nosotros a nuestro exclusivo criterio. Podríamos solicitarle que nos devuelva su batería original defectuosa para recibir una batería de reemplazo.
4. Píxeles defectuosos: Igualaremos la garantía del fabricante durante el Plazo de su Plan de protección. Si no existiera una política de píxel muerto del fabricante, cubriremos la falla de tres (3) o más píxeles defectuosos dentro de una superficie de una pulgada cuadrada del monitor.

#### D. Otros dispositivos electrónicos:

Si su Producto cubierto es un dispositivo electrónico que no incluye teléfonos celulares, televisores ni computadoras, este Plan de protección brinda las siguientes Coberturas:

1. Cobertura extendida;
2. Cobertura por ADH, si se ofreció y compró esta cobertura al momento de la venta con su Plan de protección;
3. Cobertura de batería, si se ofreció y compró esta cobertura al momento de la venta con su Plan de protección;
4. Píxeles defectuosos: Igualaremos la garantía del fabricante durante el Plazo de su Plan de protección. Si no existiera una política de píxel muerto del fabricante, cubriremos la falla de tres (3) o más píxeles defectuosos dentro de una superficie de una pulgada cuadrada del monitor.

### 4. QUÉ HACER SI UN PRODUCTO CUBIERTO NECESITA UN SERVICIO:

Presente el reclamo por internet en [www.squaretrade.com](http://www.squaretrade.com) o llámenos al número gratuito 1-877 WARRANTY (1-877-927-7268) y explique el problema. Procuraremos resolver el problema que tiene. Si no podemos resolverlo, lo derivaremos a un centro de servicio autorizado.

### 5. QUÉ TIPO DE SERVICIO LE BRINDAREMOS A SU PRODUCTO:

Según sean el Producto y las circunstancias de la falla, a nuestro exclusivo criterio optaremos por una de estas alternativas:

- A. Repararemos su producto;
- B. Le reintegraremos su dinero por el importe que usted pagó por el Producto; o
- C. Le proporcionaremos un Producto de reemplazo reacondicionado únicamente si usted lo solicita a su elección. Para teléfonos celulares, también contamos con la opción de proporcionarle un teléfono celular de reemplazo nuevo o reacondicionado, con las mismas o casi las mismas características.

### 6. LUGAR DEL SERVICIO:

Los productos grandes, según se especifica en la Carta de presentación del producto o en este Plan de protección, recibirán el servicio en el lugar donde se encuentran. Los televisores serán considerados productos grandes si tienen 37” o más. Dentro de los cinco (5) días hábiles de haber determinado si su producto necesita un servicio donde se encuentra, le asignaremos un técnico de un centro de servicio autorizado y dispondremos la reparación o reemplazo del Producto en su lugar dentro del horario de atención al cliente. Si no logramos asignarle un técnico de un centro de servicio autorizado dentro de los cinco (5) días hábiles, seguiremos brindando servicio a su Producto y podremos reintegrarle, a nuestro exclusivo criterio, el costo de su Plan de protección. El servicio en el lugar podría requerir ocasionalmente que el técnico del centro de servicio autorizado vuelva a traer el Producto al taller para completar las reparaciones.

Para los productos que pueden enviarse, proporcionaremos una etiqueta de envío gratuito pagado previamente a nuestro centro de servicio autorizado para su reparación, reemplazo o compensación. Usted será responsable de proporcionar un embalaje y envío seguros. Si luego de la inspección se determina que su Producto ha sufrido una falla que está cubierta por su Plan de protección, efectuaremos el servicio en su Producto de conformidad con la sección 5: “QUÉ TIPO DE SERVICIO LE BRINDAREMOS A SU PRODUCTO”, dentro de los cinco (5) días de recibido su Producto en nuestro centro de servicio autorizado. Si no logramos reparar, pagar o reemplazar el Producto dentro de los cinco (5) días hábiles, seguiremos brindando servicio a su Producto y podremos reintegrarle, a nuestro exclusivo criterio, el costo de su Plan de protección. Si el centro de servicio autorizado determina que su Producto se encuentra en funcionamiento o no está cubierto por su Plan de protección, se lo devolveremos o lo desecharemos si nos lo solicita.

### 7. LÍMITE DE RESPONSABILIDAD:

El importe total que pagaremos por las reparaciones o reemplazos efectuados en relación con todos los reclamos que usted haga en virtud de este Plan de protección, no superará el importe de Cobertura. Si efectuamos pagos por reparaciones o reemplazos que, en el total, igualan el importe de Cobertura, o si proporcionamos una compensación en efectivo que refleja el costo de reemplazo de un producto nuevo de iguales características y funcionalidad, en ese caso no tendremos posteriores obligaciones conforme a este Plan de protección.

NO SEREMOS RESPONSABLES DE LOS DAÑOS ACCESORIOS O EMERGENTES, INCLUYENDO ENTRE OTROS, DAÑO A LOS BIENES, TIEMPO PERDIDO O DATOS PERDIDOS, DEBIDO A LA FALLA DE UN PRODUCTO O EQUIPO, POR HABER PRESTADO EL SERVICIO O POR NO HABER PODIDO PRESTARLO.

### 8. SUS RESPONSABILIDADES:

- A. Debe entregarnos la copia completa del comprobante de compra. Puede enviarnos una copia digital a [www.squaretrade.com](http://www.squaretrade.com) y nosotros la guardamos para usted, o puede entregarnos ese comprobante de compra al

# Muestra de Términos y Condiciones del Plan de Protección de SquareTrade

momento en que realiza el reclamo.

- B. Debe conservar, guardar y usar correctamente su Producto, de conformidad con las instrucciones del fabricante.

## 9. QUÉ NO SE CUBRE:

- A. Todos los problemas preexistentes que ocurrieron antes de la Fecha de inicio de la cobertura de este Plan de protección;
- B. Daños intencionales;
- C. Productos perdidos, robados o irrecuperables;
- D. Mantenimiento, reparación o reemplazo necesarios por pérdida o daño provenientes de una causa distinta del uso y operación normales del producto, de conformidad con las especificaciones del fabricante y el manual del propietario, incluyendo, entre otros, exposición a condiciones climáticas adversas; falta de correcta limpieza, mantenimiento o lubricación; negligencia, mal uso o abuso del operador; inadecuado suministro eléctrico/de energía; modificaciones, agregados, instalación o armado incorrectos en el equipo; vandalismo; infestación de animales o insectos; filtración de la batería; casos de fuerza mayor (accidentes causados o producidos por una causa física que no puede prevenirse ni evitarse, como tormentas, peligros por el mar, tornados, huracanes, inundaciones y terremotos), u otros peligros que se originan fuera del producto;
- E. Defectos provocados por la instalación inicial, armado o conexión de su Producto;
- F. Casos donde el fabricante reconoce la existencia de una garantía del fabricante válida y niega el reclamo contra su garantía;
- G. Reclamos efectuados según un Plan de protección adquirido de forma inadecuada o incorrecta;
- H. Daño cosmético en la caja o gabinete, o en otras partes o componentes no operativos que no afectan la funcionalidad o el producto cubierto;
- I. Imperfecciones en la pantalla del televisor o del monitor de la computadora personal, incluyendo "quemado" o quemadura del fósforo en los tubos de rayos catódicos;
- J. Daño accidental, monitores o pantallas de computadora portátil agrietados o dañados, daño líquido, pérdida de botones o perillas, salvo que se hubiera ofrecido y adquirido cobertura contra daño accidental opcional por manipuleo (ADH) al momento de la venta con su Plan de protección;
- K. Bombillas de TV de proyector o retroproyector, salvo que se hubiera ofrecido y adquirido cobertura por las bombillas al momento de la venta con su Plan de protección;
- L. Baterías reemplazables por el consumidor o baterías consumibles, salvo que se hubiera ofrecido y adquirido cobertura por la batería al momento de la venta con su Plan de protección;
- N. Productos reemplazables o consumibles del consumidor, tales como, a modo de ejemplo, tóner, cintas, cartuchos de tinta, tambores, cintos, cabezales de impresora, cuchillas, cuerdas y guarniciones;
- N. Todos los equipos con fines de uso comercial o industrial pesado, tales como impresoras industriales o equipos de TI; cortacéspedes o productos del tipo de las retroexcavadoras.
- O. Productos con números de serie eliminados o alterados;
- P. Defectos del fabricante o fallas de equipos que están cubiertos por la garantía del fabricante, retiro del mercado por parte del fabricante o boletines de la fábrica (sin distinción de si el fabricante hace negocios como una empresa permanente);
- Q. Daño en el hardware, software y datos de la computadora causados, entre otros, por virus, programas de aplicaciones, discos de red, código fuente, código objeto o datos de propiedad exclusiva, o el soporte, configuración, instalación o reinstalación de un software o de datos;
- R. Fallas relacionadas con daños por el envío, limpieza, mantenimiento preventivo, diagnóstico que determinó que no había problema existente, problemas intermitentes y no intermitentes que no son fallas en el producto (tales como la débil recepción en el teléfono celular);
- S. Joyería o relojes que se usan o reacondicionan al momento de la compra;
- T. Muebles de ratán, mimbre, plástico o con telas que destiñen; o defectos de diseño intrínsecos en los muebles, incluyendo entre otros, inconsistencia natural en las vetas de la madera, telas, coloreado o cueros; descoloramiento por el sol; o corrosión por el polvo;
- U. Manchas, marcas o círculos de agua en los muebles provocados por bebidas, humo u otros materiales que para nosotros son cáusticos;
- V. Productos vendidos en una venta privada (por ejemplo, mercado de pulgas, venta de garaje, venta de la propiedad, Craigslist).

## 10. SIN GARANTÍA CONTRA DEFECTOS DE FÁBRICA:

Si su Producto cubierto tiene dos (2) reparaciones de servicio completas por el mismo problema y se necesita una tercera (3-) reparación para el mismo problema dentro de un periodo de doce

(12) meses, le proporcionaremos un reintegro en efectivo por el importe que usted pagó por el Producto o le entregaremos un producto de reemplazo reacondicionado, únicamente si usted lo solicita a su criterio. Para teléfonos celulares, también tendremos la opción de entregar un teléfono celular de reemplazo con las mismas o casi las mismas características.

## 11. ENVÍO GRATUITO:

Este Plan de protección cubre todos los gastos de envío a los centros de servicio autorizados durante el Plazo de cobertura, incluido el envío al fabricante si este no cubre los gastos de envío a sus instalaciones.

## 12. SERVICIO MUNDIAL:

La cobertura brindada en este Plan de protección también se aplica cuando usted viaja fuera de los Estados Unidos. Si necesita reparar su Producto mientras se encuentra en el exterior, puede presentar un reclamo por internet a [www.squaretrade.com](http://www.squaretrade.com) para obtener el número de autorización del reclamo. En ese momento recibirá instrucciones sobre cómo proceder para conseguir el servicio y también recibirá el número de fax y dirección de correo electrónico para presentarnos la factura de servicio de reparación después de haber terminado la reparación. Cuando haya obtenido su número de autorización de reclamo, deberá llevar su producto a un centro de atención al cliente y luego presentarnos una copia de la factura detallada con el servicio de reparación que identifica su producto, el número de autorización del reclamo y deberá incluir una descripción completa de la reparación efectuada. Deberá enviarnos esta documentación por fax o por correo electrónico y le efectuaremos el reintegro dentro de los cinco (5) días hábiles de recibida toda la documentación necesaria, siempre que se haya efectuado una reparación que está cubierta.

## 13. TRANSFERENCIA DEL PLAN DE PROTECCIÓN:

Este Plan de protección puede transferirse sin costo alguno. Para transferir este Plan ingrese en [www.squaretrade.com](http://www.squaretrade.com) o contáctenos en el número gratuito 1-877 WARRANTY (1-877-927-7268) las 24 horas del día, los 7 días de la semana.

## 14. CANCELACIÓN:

Puede cancelar este Plan de protección en cualquier momento y por cualquier motivo. Si lo cancela durante:

- A. el Plazo de cobertura de dos (2) años para teléfonos celulares; o
- B. el Plazo de cobertura de cinco (5) años para televisores; o
- C. el Plazo de cobertura de tres (3) años para computadoras; o
- D. el Plazo de cobertura de dos (2) años para otros dispositivos electrónicos,

puede devolver su Plan de protección en su embalaje original a cualquiera de los locales de venta al público de Costco Wholesale para obtener la totalidad del reintegro en efectivo, o contactarse con el Servicio al cliente de Costco al 1-800-955-2292.

**Podremos cancelar este Plan de protección según nuestro criterio por falta de pago, fraude o engaño sustancial de su parte.** Si cancelamos su Plan de protección, recibirá un reintegro prorrateado. Si le vendieron este Plan de protección de manera inadvertida sobre un producto que supuestamente no debía estar cubierto por este Plan de protección, lo cancelaremos y le reintegraremos el precio total del Plan de protección. Si cancelamos este Plan de protección por cualquier motivo, le enviaremos un aviso escrito que incluya la fecha de vigencia y el motivo de la cancelación, al menos 30 días antes de la cancelación.

## 15. GARANTÍA:

Esta no es una póliza de seguro. Nuestras obligaciones según este Plan de protección están garantizadas conforme a una póliza de seguro de reintegro emitida por Starr Indemnity & Liability Company. Starr Indemnity & Liability Company se encuentra ubicada en 399 Park Avenue, 8th Floor, New York, NY 10022 y puede comunicarse con ellos al número gratuito (855) 438-2390. Si no pagáramos ni brindáramos el servicio por un reclamo dentro de los sesenta (60) días después de haber presentado el comprobante de pérdida, tiene derecho a presentar un reclamo directamente contra Starr Indemnity & Liability Company.

## 16. TOTALIDAD DEL CONTRATO:

Salvo que sea modificado por las Disposiciones estatales específicas (State Specific Provisions) o que nosotros lo corrijamos enviándole un aviso por escrito al menos con treinta (30) días de antelación, este Plan de protección establece la totalidad del contrato entre las partes y no hay declaración, promesa o condición que no estén incluidas en el presente que modifiquen estos términos.

## DISPOSICIONES ESTATALES ESPECÍFICAS

### Puerto Rico

#### DEFINICIONES:

"Servicio de asistencia personal de Costco" se refiere al servicio de soporte técnico de Costco que incluye asistencia para solucionar problemas y otros servicios relacionados con los productos. "Carta de presentación del producto" se refiere al documento que acompaña a su compra de este Plan de protección y contiene información clave sobre el plan.

#### CANCELACIÓN:

Si el Plan de protección se cancelara después de los primeros treinta (30) días de su compra, pero antes del vencimiento de la garantía del fabricante, se le reintegrará el importe completo que usted pagó por el Plan de protección, menos el ajuste prorrateado por el importe recibido, siempre que no exceda el producto de USD 65,00 multiplicado por cada año en que el Plan de protección estuvo vigente antes del vencimiento de la garantía del fabricante. Si excede, su reintegro únicamente se reducirá por el resultado de ese producto.

Si le vendieron este Plan de protección de manera inadvertida sobre un producto que supuestamente no debía estar cubierto por este Plan de protección, y usted no hizo el reclamo al proveedor, lo cancelaremos y le reintegraremos el precio total de compra del Plan de protección, y le enviaremos un aviso escrito que incluya la fecha de vigencia y el motivo de la cancelación, al menos con 30 días de antelación a la rescisión.