

# 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, Maximum Coverage Amount and the Coverage Term of this Protection Plan.

## 1. DEFINITIONS:

**“We”, “Us” and “Our”** shall mean the obligor of this Protection Plan, ST Product Care Corp, 360 Third Street, 6th Floor, San Francisco, CA 94107, except as follows: In **Arizona, New Mexico, Virginia, and Wyoming** **“We”, “Us”, and “Our”** shall mean Starr Protection Solutions, LLC, 399 Park Avenue, 8th Floor, New York, NY 10022. In **Florida and Oklahoma** **“We”, “Us” and “Our”** shall mean Starr Indemnity & Liability Company, 399 Park Avenue, 8th Floor, New York, NY 10022. In **Washington**, **“We”, “Us, and “Our”** shall mean Starr Technical Risks Agency, LLC, 399 Park Avenue, 8th Floor, New York, NY 10022. You may reach **Us** at 1-877 WARRANTY (1-877-927-7268).

**Administrator** shall mean SquareTrade, Inc. However, in **California** the Administrator shall mean ST Product Care Corp. The aforementioned Administrators are located at 360 Third Street, 6th Floor, San Francisco, CA 94107 with a telephone number: 1-877 WARRANTY (1-877-927-7268).

### 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, during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Protection Plan. A Waiting Period applies to Protection Plans purchased for refurbished items and protection Plans purchased subsequent to the purchase of Your Covered Product. Any applicable Waiting Period does not affect Your coverage under any manufacturer's warranty. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage We will cancel Your protection Plan and provide You with a full refund of the Protection Plan Price.

**Coverage Term or Term:** This is the years of coverage, varying from one (1) to five (5) year(s), you receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period. The Protection Plan is inclusive of any US manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. 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 Your 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 the optional Accidental Damage from Handling (ADH) coverage.

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

## 2. COVERAGES AND TERMS

This Protection Plan will cover a mechanical or electrical failure of the Covered Product(s) in subsections A, B and C below during normal usage for the Term of this Protection Plan. This Protection Plan is inclusive of any manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product at our sole option.

This Protection Plan does not cover repair or replacement of Your Product for any of the causes or provide coverage for any losses set forth in Section 9 of these Terms and Conditions, entitled **“WHAT IS NOT COVERED.”** Specific details about Your coverage under this Protection Plan are provided in the Order Summary.

### A. CELL PHONES AND TABLETS

i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with your Protection Plan;
3. One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion. We may require you to return your original defective battery to Us to receive a replacement battery;
4. Damaged or defective buttons or connectivity ports located on Your Product;
5. Defective pixels when there are at least three (3) defective pixels throughout the entire display area;
6. Dust, internal overheating, internal humidity/condensation;
7. Defects in materials or workmanship;

ii. This Protection Plan also provides the following additional benefits:

1. Online assistance for hardware troubleshooting tips, visit: <http://www.squaretrade.com> and select the Support option; and
2. Power surge/fluctuation protection. Please see section 11 “POWER SURGE PROTECTION” for details.

iii. Specific details about your coverage under this Protection Plan are provided in the ORDER SUMMARY.

### B. JEWELRY AND WATCH PLANS

i. **JEWELRY:** This Protection Plan provides coverage for parts and labor costs to repair the Jewelry where the problem is a result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: cracks, chips, scratches, dents, kinks, breaks, and thinning. You will be reimbursed for SquareTrade-authorized repairs to, or replacement of the Jewelry, at Our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

ii. **WATCHES:** This Protection Plan provides coverage for parts and labor costs to repair the Watch where the problem is the result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: watch band, case, clasp, crown, cracked crystal, inner movement and stem. For watch band failure, We may elect to replace either segments of the band, the complete band, or the watch, at Our discretion. You will be reimbursed for Square Trade-authorized repairs to or replacement of the Watch, at Our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

iii. Specific details about your coverage under this Protection Plan are provided in the ORDER SUMMARY.

### C. ALL OTHER PRODUCTS:

i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with your Protection Plan;
3. One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion, if the coverage has been offered and purchased at the time of sale with your Protection Plan.;
4. One (1) bulb replacement, replacement of a faulty bulb during the first three (3) years of the Term, if the coverage has been offered and purchased at the time of sale with your Protection Plan;
5. Dust, internal overheating, internal humidity/condensation;
6. Defects in materials or workmanship;
7. Power surge/fluctuation. Please see section 11 “POWER SURGE PROTECTION” for details.

ii. Specific details about your coverage under this Protection Plan are provided in the ORDER SUMMARY.

## 3. OPTIONAL COVERAGE:

### A. ACCIDENTAL DAMAGE FROM HANDLING (ADH):

If you were offered and elected to include accidental damage from handling (ADH) as an integral part of your coverage, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between you and Our service providers.

### B. BULB COVERAGE:

If you were offered and elected to include bulb coverage on your rear-projection or DLP Television, your Protection Plan shall also include additional coverage of the bulb in your television (“Bulb Coverage”) for up to three (3) years from the start of the Coverage Term.

Bulb Coverage includes up to one (1) replacement of a faulty bulb during the first three (3) years of the Coverage Term. You will be responsible for installing the replacement bulb, which We will provide to you in most occurrences. If, at Our discretion, We do not provide you with a replacement bulb, We will reimburse you for the cost of the bulb. Bulb Coverage will terminate either at the end of three (3) years or when you have received a replacement bulb or reimbursement for the cost of a replacement bulb from Us, whichever occurs first. You may be required to return the defective bulb to Us.

### C. BATTERY COVERAGE:

If you were offered and elected to include battery coverage on your mobile product, your Protection Plan shall also include additional coverage of the battery in Your Product for up to two (2) years from the start of the Coverage Term. Battery Coverage shall be in addition to the coverage described in the “Coverages and Terms” section of these terms and conditions. Battery coverage is only available for Covered Products that are new or newly manufacturer refurbished.

Battery Coverage includes up to one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion. We may require you to return your original defective battery to Us to receive a replacement battery.

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

File 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 ITEM:

Depending on the item and failure circumstances, We will either:

- A. Repair Your Product, or;
- B. Provide a cash settlement or a Gift Card reflecting the replacement cost of a new item of equal features and functionality up to the Coverage Amount, or;
- C. Provide a new or refurbished product of equal features and functionality.

## 6. PLACE OF SERVICE:

At Our discretion, large items will receive on-site service and We will arrange to repair or replace Your Product at your location during normal business hours. On-site service may occasionally necessitate the service provider to bring the unit back to their shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement or settlement. For fragile items like laptops, We may also provide you with a free prepaid shipping box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by your Protection Plan, We will return the item 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 of Your Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, 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 OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

#### 8. YOUR RESPONSIBILITIES:

- A. Provide Us with a complete copy of proof of purchase. We can either store it for you or you can provide such proof of purchase at time of claim.
- B. Correctly select the right SquareTrade Protection Plan for your product based on condition, price or purchase location.
- C. Properly maintain, store and use your item according to the manufacturer instructions.

#### 9. WHAT IS NOT COVERED:

- A. Any product fraudulently described or materially misrepresented by you;
- B. 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 , theft or loss, 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, or act of nature or any other peril originating from outside the product.
- C. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product.
- D. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor.
- E. Projector or rear projection TV bulbs unless that specific coverage has been offered and purchased at the time of sale with your Protection Plan.
- F. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein;
- G. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or backhoe type products;
- H. 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;
- I. Conditions that were caused by you intentionally, or known by you prior to purchasing this Protection Plan;
- J. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with your Protection Plan;
- K. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.;
- L. Product(s) with removed or altered serial numbers;
- M. 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);
- N. 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;
- O. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- P. Jewelry or watches that are used or refurbished at the time of purchase;
- Q. Items sold in a private sale.

#### 10. NO LEMON POLICY:

If Your Product has three service repairs completed for the same problem, which repairs are covered by this Protection Plan, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, Your Product will be replaced with a comparable product or a cash settlement for replacement provided. This cost of the replacement will not exceed Your Product's original purchase price.

#### 11. POWER SURGE PROTECTION:

This Protection Plan protects against the operational failure of a Covered Product resulting from a power surge while properly connected to a surge protector. You may be asked to provide your surge protector for examination.

#### 12. FREE SHIPPING:

This Protection Plan covers all shipping charges to repair or service facilities during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

#### 13. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when you travel overseas. If Your Product needs repair overseas, you may file a claim online to obtain a claim authorization number. Once You have obtained Your claim authorization number, You will need to carry Your Product into an authorized service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and include a thorough description of the repair made. This documentation should be faxed or emailed to the Administrator and the Administrator will reimburse you within 5 business days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

#### 14. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred to any person in the United States at no charge. 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, seven days a week.

#### 15. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, 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, seven days week. If you cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan you will receive a 100% refund of the purchase price of the Protection Plan. If you cancel after the first thirty (30) days from purchase of this Protection Plan, you will receive a pro rata refund based on the time remaining on your Protection Plan. No fees or past claims shall be deducted from the refund and the refund will be sent to you within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

**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 purchase price of the Protection Plan to you. Written notice which includes the effective date of cancelation and reason for cancellation, will be mailed to you at least 30 days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.

#### 16. 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.

#### ENTIRE CONTRACT:

Unless amended by the State Specific Provisions, 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.

**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.

**Connecticut:** Resolution of Disputes: If you purchased this Protection Plan in Connecticut, you may pursue arbitration to settle disputes 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 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, Starr Indemnity & Liability Company, 399 Park Avenue, 8th Floor, New York, NY 10022.

**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.

**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. Prior approval of service should be obtained as outlined in the "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" sections of the Protection Plan.

**Waiting Period:** This is the amount of time from the Protection Plan Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Protection Plan. To see the length of the Waiting Period, please refer to the ORDER SUMMARY at the top of the first page of this Protection Plan.

**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.

**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 (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.

**Wisconsin:** THIS PROTECTION PLAN 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 agreement, including optional ADH coverage, does not provide coverage for intentional damage.

**Wyoming:** Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Protection Plan holder to the provider or a substantial breach of duties by the Protection Plan holder relating to the Covered Product or its use.