

# PREMIUM CARE MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE COVERAGE

## SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance.

This Service Contract is issued in conformance with these terms and conditions. The Service Contract includes the Declarations Page, Terms and Conditions, state specific Addendums and any other applicable Addendums. **This Service Contract must be made available for inspection when You require service.**

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING AND BEYOND THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.**

**You/Your** means the owner of the Product covered under this Service Contract.

**Service Contract Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in all states except in California where the Service Contract Provider is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578; in Florida where the Service Contract Provider is **United Service Protection, Inc.**, 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578; in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 and in Massachusetts and New Jersey where the Service Contract Provider is the entity from which You purchased Your Product.

**Service Contract Administrator** means the entity responsible for the administration of this Service Contract. The Service Contract Administrator is The Signal, 676 E. Swedesford Road, Suite 300, Wayne, PA 19087 in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P., 676 E. Swedesford Road, Suite 300, Wayne, PA 19087; and in Wisconsin where the Service Contract Administrator is Federal Warranty Service Corporation, 676 E. Swedesford Road, Suite 300, Wayne, PA 19087.

**Service Contract Seller** is Samsung Electronics America, Inc., 85 Challenger Road, Ridgefield Park, NJ 07660, the entity that sold the Service Contract to You.

**Product** means Your covered Samsung communications device, including any standard accessories such as the device battery and wall charger included with Your Product purchase at no extra cost and as listed on the Declarations Page, or at Our discretion, any replacements provided by Samsung, manufacturer, or by Us, under this Service Contract.

**Service Contract** means this Service Contract, which You have purchased to cover the Product described on the Declarations Page.

**Price** means the consideration paid for by You for this Service Contract.

### COVERAGE TERM:

If You purchased this Service Contract at the same time You purchased Your Product, this Service Contract will take effect immediately and will cover Your Product up to the coverage end date on the Declarations Page or until cancelled by either You or Us.

If You purchased this Service Contract on a date later than the purchase of Your Product, this Service Contract will take effect immediately after the purchase of the Service Contract and will cover Your Product up to the coverage end date or until cancelled by either You or Us. Please see Your coverage start date and coverage term on the Declarations Page for Your coverage specifics.

### WHAT IS COVERED:

**MECHANICAL BREAKDOWN ONLY** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear. Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

**MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear including accidental damage (such as drops, liquid spills, and cracks). Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

## **IF YOU NEED SERVICE:**

**All claims must be reported as soon as reasonably possible. This Service Contract covers only those claims reported within ninety (90) days of the date of the Product's failure.**

**TELEPHONE HARDWARE AND SOFTWARE SUBSCRIBER ASSISTANCE:** To arrange for service, call the toll free number or visit Us at the website indicated on the Declarations Page. A service representative will assist You by telephone and/or remote online support to diagnose any technical difficulties that may exist with Your Product's hardware or preloaded manufacturer's software. To the extent that Our telephone diagnosis confirms a covered hardware failure, We will process Your claim and arrange for any applicable service of Your Product. Our level of technical service does not support customized or proprietary software, applications not included by the manufacturer of Your Product at no additional cost, or software errors that confirm improperly functioning or defective software. Additionally, this Service Contract does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

**SERVICE LOCATION:** Repairs will be performed at an authorized repair center determined by Us. Service will be available and rendered during the regular working hours and workweek of the product repair centers. If Your Product requires an approved repair more than once within a sixty (60) day period, service must be completed by the original repair center.

**REPLACEMENT OPTION:** At Our option, following Our telephone diagnosis, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality if We are unable to repair Your Product or if the repair cost exceeds the current retail replacement value of Your Product. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product shall not exceed the maximum replacement value of the original Product less any applicable deductible. If We replace Your Product, We will ship the replacement product to You; or
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with Samsung and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property. You are responsible for returning the damaged/unrepairable Product to Us and any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange either to:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value price of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after We receive the replacement product, cash credit, or settlement. The returned replacement product must be in the same condition that We sent it to You.

**DELAYS:** We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

**PARTS:** Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

**MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer's warranty. If You should call for service on an item covered under the manufacturer's warranty We will refer Your call to the manufacturer.

## **EXCLUSIONS:**

**MECHANICAL BREAKDOWN ONLY excludes:** any loss, repair or replacement necessitated by acts of God; accidental, consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, spilled liquids, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that

does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; “no problem found” diagnosis or any defects that are subject to a manufacturer’s warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

**MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE** excludes: any loss, repair or replacement necessitated by acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; “no problem found” diagnosis or any defects that are subject to a manufacturer’s warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

**WHAT YOU MUST DO:** In order to keep this Service Contract in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer’s specifications, including cleaning and maintenance. It is Your responsibility to protect the Product from further damage and comply with the owner’s manual. You must notify the Service Contract Administrator in writing if Your address changes.

**INELIGIBLE FOR COVERAGE:** This Service Contract does not provide any service for property held in inventory or property held as Your stock in trade. Enrollment in this Service Contract is only available for new communications devices under manufacturer’s warranty or, at Our discretion, certified reconditioned communications devices.

**CANCELLATION:** You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or calling the Service Contract Administrator at the toll free number indicated on the Declarations Page.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, and the Price has been paid, and no claims have been paid, the contract is void and You will receive a full refund. In the event this Service Contract is cancelled after thirty (30) days or within the first thirty (30) days and You have made a claim, We will refund to You the unearned pro rata Price, less any claims paid up to the date of cancellation. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, We will cancel this Service Contract and return the full Price to You. If You cancel, We are not responsible to provide You with written notice of cancellation.

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the reason for cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid, except as otherwise required by law.

**DEDUCTIBLE (if applicable):** You will be assessed a non-refundable deductible as shown on the Declarations Page each time a repair or replacement is completed.

**SHIPPING AND HANDLING FEE (if applicable):** You are responsible for payment of a non-refundable Shipping and Handling Fee each time a repair or replacement is shipped as shown on the Declarations Page.

**UNRECOVERED EQUIPMENT FEE (if applicable):** If the damaged/unrepairable Product is not returned to Us within ten (10) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page.

We reserve the right to collect any Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

**TRANSFER:** This Service Contract is not transferable.

**RENEWAL:** For monthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For term programs, We may, at Our option, renew this Service Contract; however, We are not obligated to offer You another Service Contract upon the coverage end date of this Service Contract or to accept a Service Contract renewal, in the event You tender one. If the Service Contract is renewed, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal.

## ARBITRATION:

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this Provision, "You" and "Your" mean the person or persons named in this Service Contract, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Service Contract Provider identified above and shall be deemed to include all of its agents.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Contract or any prior Service Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Service Contract ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Service Contract was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than You.** This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service Contract.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

**You and We Understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.**

To review the General Privacy Policy of Federal Warranty Service Corporation, Assurant Service Protection, Inc., Sureway, Inc., and United Service Protection Inc., Assurant Solutions Companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

# PREMIUM CARE MECHANICAL BREAKDOWN AND ACCIDENTAL DAMAGE COVERAGE

## NEW JERSEY DISCLOSURE

The following state specific requirements are added to and become part of Your Service Contract and supersede any other provisions to the contrary:

**The Insurance Disclaimer is revised to read as follows:**

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

**The definition for Service Contract Provider/We/Us/Our is deleted and replaced as follows:**

**Service Contract Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider in New Jersey is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**The following provisions are hereby added:**

**SPECIAL PROVISION:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to American Bankers Insurance Company of Florida, who insures Our obligations under this Service Contract, at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the Toll Free number at 1-877-881-8578,

**FREE LOOK PROVISION:** If You cancel within the first thirty (30) days, We will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. This provision applies only to the original purchaser of the Service Contract, and is not transferable.

**The following provision is revised to read as follows:**

**ARBITRATION: READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract]for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.