



Coverage Statement for LG Premium Repair

- Coverage Eligibility** - LG Premium Repair covers certain LG appliances and televisions ("Product"). The Product must have been purchased in the continental United States, including Hawaii and Alaska, and only used in such location.
- Coverage Period** - Your coverage is for the repair of Your initial diagnosis, and the LG Premium Repair Coverage rework period will be sixty (60) days from the purchase date of coverage under the LG Premium Repair Program. There are exclusions within the rework period outlined below in Section 12.
- Authorized Service Providers** - Your Product will be serviced by an authorized service provider designated by either LG Electronics Alabama, Inc. or Federal Warranty Service Corporation, ("We").
- Initial Service Event** - The "Initial Service Event" means the service call(s), components, functional parts, and repairs necessary to correct the failure that is reported at the time of coverage purchase, and to return the Product to its proper operating condition. In certain conditions, exclusions may apply, please see Section 12.

If We are unable to repair or service Your Product, or if it is determined that it is not cost effective to repair, We will refund Your LG Premium Repair Program purchase price less a diagnostic fee of one hundred dollars (\$100.00); this refund will fulfill Our obligation in its entirety and will cancel and discharge all further obligations.

- Parts** - Genuine factory parts will be used whenever possible; however, at Our option, the use of non-original manufacturer, re-manufactured, or refurbished parts are allowed.

If it is determined that television panel repair is needed, You will be responsible for the full purchase price of the panel through Your authorized service provider. However, You may receive a \$100 discount on select panel sizes under the LG Premium Repair Program.

- Right to Refuse Service** - We must approve all repairs before they are performed, and reserve the right to refuse any repair that We believe is beyond the scope of reasonable repair, or for other good cause or reason.
- Location of Service** - In-home Service for the LG Premium Repair Program will be provided at the address on Your purchase confirmation. An adult of at least eighteen (18) years in age must be present at the location where in-home service will be performed. The Product must be easily accessible and removable for servicing.
- If You Need Additional Support** - Call Us at 1-800-243-0000 twenty four (24) hours a day, seven (7) days a week.
- Cancellation and Refund** - a. **Cancellation by You** - You may cancel at any time by calling 1-800-243-0000. If You have a service event scheduled, call to cancel Your repair service event more than 24 hours in advance of Your service appointment, and no claims have been filed, You will receive a full refund. If You call and cancel Your repair in less than 24 hours of a scheduled service appointment, You will receive a refund and may be subject to a \$100 diagnostic fee. b. **Cancellation by Us** - We may cancel coverage under the LG Premium Repair Program at any time in the event of fraud, nonpayment, material misrepresentation or breach by You. If We cancel, You will receive a refund, less any claims paid, less a diagnostic fee of one hundred dollars (\$100.00). If the coverage was inadvertently sold to You on a Product which was not intended to be covered by the LG Premium Repair Program, We will cancel Your repair and return the full purchase price of the LG Premium Repair, less a diagnostic fee of one hundred dollars (\$100.00).
- Limitation of Liability** - For any single claim, the limit of liability under this repair is the lesser of the cost of (a) authorized repair or (b) \$500 repair limit. The aggregate limit of all claims and associated costs shall not exceed the original purchase price of the Product. Except to the extent prohibited by applicable law, by allowing the authorized service provider to perform any diagnostic and repair services, You agree to release Us, Our parents and affiliates and Our respective directors, officers, employees and agents from any and all claims in contract, tort, strict liability, warranty or otherwise, for personal injury, property damage loss of use of the product or other items, or loss of sale, profits or opportunity or any other liability and/or loss You may suffer, including without limitation indirect, incidental or consequential damages, which may occur as a result of any diagnostic or repair services and or activities in connection therewith (except any liability which by statute cannot be waived or excluded). Our total liability, if any, for any damages or otherwise, shall not exceed the original purchase price of the Product paid by You, which is the subject of a claim or dispute. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to You. This coverage gives You specific legal rights and You may also have other rights that vary from state to state.
- Consumer's Promises and Assurances** - It is Your responsibility to protect the Product from further damage. In order to keep this repair in force, You promise and assure: (1) full cooperation with authorized service providers during diagnosis and repair of the Product; (2) accessibility of the Product; (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at least eighteen (18) years of age during the scheduled service; (5) that the Product is maintained and installed within the manufacturer's recommendations; and (6) Product will be uninstalled prior to servicer arriving.

- 12. Repairs Subject to Exclusions** - The following conditions will require You to purchase all parts necessary for an authorized service provider to complete the repair and will not be covered by any rework coverage period under Section 2 above after the initial repair: (a). Service trips to deliver, pick up, or install the Product or for instruction on Product use. (b). Repairs when Product is used in other than normal and usual household use (e.g. rental, commercial use, offices or recreational facilities). (c). Use of the Product contrary to the instructions outlined in the Owner's Manual. (d). Performance issues when the repaired Product is used in combination with other equipment or software. (e). Damage or failure resulting from misuse, abuse, or improper installation, deinstallation, repair or maintenance. (f). Damage or failure caused by unauthorized modification or alteration of the Product. (g). Damage or failure resulting from environmental pollution such as salt damage or soot. (h). Damage or failure caused by accidents, pests and vermin, lightning, wind, fire, floods or acts of God. (i). Damage or failure caused by incorrect electrical current, voltage or plumbing codes. (j). Damage or failure due to sound, vibration, rust, scratching or discoloration that are the result of normal wear and tear, aging or continuous use. (k). Cosmetic damages including scratches, dents, chips or other damage to the finish of the Product. (l). Replacement of consumable parts or the costs of any additional nonfunctional parts or components. (m). Nonfunctional parts, expendable items, scratches, dents, peeling, hard water damage, walls and infrastructure, decorative finishing, interior liners, door liners, handles, knobs, racks, rollers, drip pan or grates, and shelves; (n). Consumable items such as filters, bulbs, batteries, including factory installed re-chargeable batteries, drawers, baskets, tubs, water membranes, fuses, hoses. (o). Normal, periodic or preventative maintenance, or service trips to Your home to instruct You on how to use or properly care for the Product. or (p). Refrigerant lines, condensation leaks, drain lines, or evaporation/condenser coils if rusted or corroded.
- 13. What is Not Covered** - Your LG Premium Repair Program does not cover: (a). Products located outside of the continental United States, Alaska and Hawaii; (b). Service not scheduled under LG Premium Repair Program required as a result of any moving or alteration of Products, or repairs made by anyone other than an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer; (c) projection television bulbs or projection television lamps; (d). Damage to clothing, or other items washed or dried, including but not limited to: hats, linens, towels, pillows, sleeping bags, toys, camping equipment, uniforms, etc.; (e). Any repair covered by the original warranty or initiated by the manufacturer, or recall program whether the manufacturer is in business or not; (f). Reimbursement for unauthorized repairs performed by third parties; (g). Upgraded, retrofit, or unapproved components, such as electronic thermostats, and expansion of the channel or frequency range capabilities of Your Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation; (h). Upgrades to comply with regulatory laws; (i). Products with original serial numbers that have been removed, altered, defaced or cannot be readily determined; (j). Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Products & custom panels; (k). Shipping or transit damage to Products resulting from inadequate packaging by You; (l). Repair of Product(s) upon noncompliance; (m). Consequential, special, indirect, incidental damages, or any condition existing prior to Your coverage purchase date; (n). Installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system; or (o). Damage or failure caused by adjustment of user controls, calibration, accessories, separate system components, or foreign objects placed in or connected to the Product.
- 14. Force Majeure** - We assume no liability for any delay in performing the repair service where the delays result directly or indirectly from causes beyond the control of Us, including, but not limited to, strikes or labor troubles, fires, floods, storms, shortages, supplier problems, delays in delivery of supplies or the diversion of Our production capacity under government order for government purposes, any governmental regulation, law or order, or any other event that is beyond the reasonable control of Us.
- 15. Choice of Law** - This Coverage Statement shall be deemed to have been made and executed in the State of Alabama and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Alabama, without reference to its conflict of laws principles. In the event of any dispute related to this Coverage Statement, the prevailing party shall be entitled to recover all its expenses related to such dispute including reasonable attorneys' fees and court costs.
- 16. Entire Coverage** - This Coverage Statement sets forth the entire agreement between Us and You hereto with respect to the subject matter hereof, and supersede all previous negotiations, representations, understandings and agreements heretofore made between Us and You.
- 17. Severability** - The provisions of this Coverage Statement are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision or part thereof in any other jurisdiction or any other clause or provision of this Coverage Statement.
- 18. Exclusive Benefit of Parties** - The rights and obligations created by this Coverage Statement shall be for the exclusive benefit of Us and You and their permitted assigns. Nothing contained herein is intended, nor shall it be construed, to create any right, interest or benefit for any third party, nor shall any third party be entitled to enforce any right or obligation provided in this Coverage Statement.
- 19. Validity** - We hold the right to amend the provisions, clauses or applications of this Coverage Statement from time to time without notice; however, such changes would not be retrospective.