

LG Premium Repair and Protect

Terms and Conditions

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

1. **Parties**

“You” and “Your” indicates the owner of the covered LG product (“Product”) who purchased this Service Plan (“Service Plan”). “We,” “Us,” and “Our” indicate the obligor (“Obligor”) of this Service Plan identified on the Benefits Summary Page. The administrator (“Administrator”) of this Service Plan is Federal Warranty Service Corporation, P.O. Box 100, Rapid City, SD 57709, 1-855-227-7916. In Florida, the Administrator is United Service Protection Inc., P.O. Box 100, Rapid City, SD 57709, 1-855-227-7916. In Oklahoma, the Administrator is Assurant Service Protection, Inc., P.O. Box 100, Rapid City, SD 57709, 1-855-227-7916. The Administrator indicates the entity that is responsible for the administration of this Service Plan.

2. **Product**

The item identified on the Benefits Summary Page that is used for personal, family or household purposes.

3. **Product Coverage Eligibility**

This Service Plan covers the Product identified on the Benefits Summary Page. The Product must have been new when purchased, manufactured for use in the continental United States, including Hawaii and Alaska, must be less than seven (7) years old, and must have been covered by the full original LG manufacturer’s warranty. Please read Section 17. for What is Not Covered. We have the option, at Our sole discretion, to replace Your Product with a product of like kind and quality, cash settlement, or gift card based on the value of a replacement product of similar features and functionality.

4. **Coverage Period**

Your coverage begins and ends on the Service Plan Coverage Dates identified on the Benefits Summary Page of this Service Plan.

5. **Initial Service Event**

The Initial Service Event means the service call(s), components, parts, and repairs necessary to correct the failure that is reported at the time of Service Plan purchase to return the Product to its proper operating condition.

6. **Service Plans**

Service Plan means these Terms and Conditions and the Benefits Summary Page. The Service Plan Type purchased by You is shown on Your Benefits Summary Page.

Repair Plan

Functional parts and labor coverage for mechanical or electrical failure due to normal use are covered. During the Initial Service Event, if We are unable to repair or service Your Product, or if it is determined that it is not cost effective to repair Your Product, We will provide You with a full refund of Your Service Plan Purchase Price, less a diagnostic fee of up to one hundred dollars (\$100). The diagnostic fee amount will be listed on Your Benefits Summary Page. Refunding Your Service Plan Purchase Price will fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan where allowed by law.

We must approve all repairs before they are performed. Genuine factory parts will be used whenever possible; however, at Our option, the use of non-original manufacturer, re-manufactured, or refurbished parts is allowed under this Service Plan.

For service required during the Service Plan Coverage Dates, but after the Initial Service Event, We have the option, at Our sole discretion, to replace Your Product with an amount equal to the Estimated Retail Cost of Product listed on Your Benefits Summary Page with a cash settlement or gift card based on the purchase price of a replacement product with similar features, functionality and comparable quality, or provide a replacement product of similar features, functionality and comparable quality not including delivery and installation fees.

Television panel repairs are excluded per section 17(z), but if it is determined that television panel repair is needed, You will receive a \$100 discount on select panel sizes under this Service Plan. If You choose to decline a panel purchase, We will cancel this Service Plan and refund the full purchase price less a diagnostic fee of up to one hundred dollars (\$100).

The value of the cash settlement, gift card or replacement product will be based on the age of the covered Product using the following depreciation schedule:

<u>Product Age</u>	<u>Payment Amount</u>
1-3 years	100 %
4-6 years	80 %

Replacement Plan

Replacement of Your Product, or issuance of a cash settlement or gift card shall fulfill this Service Plan in its entirety and will cancel and discharge all further obligations under this Service Plan, where allowed by law. The defective Products will become Our property, should We unilaterally elect to exercise Our rights to the property. Technological advances may result in a replacement product with a lower selling

price than the Estimated Retail Cost of Product listed on Your Benefits Summary Page; therefore, no refunds will be made based on the replacement product cost difference from the Estimated Retail Cost of Product. The total value of this replacement option is not to exceed the Limit of Liability identified in section 15. The maximum number of replacements under this Service Plan is shown on the Benefits Summary Page.

7. Power Surge

Damage from power surge to Your Product, as verified by Our authorized repair center, will be covered up to a maximum of one thousand dollars (\$1,000.00) during the Service Plan Coverage Dates, but You must first make a claim with Your homeowner's/renter's insurance carrier to avoid duplicate recovery. Power Surge does not apply to Your Initial Service Event.

8. Food Spoilage

You will be reimbursed for food spoilage, after the Initial Service Event, from a covered failure to Your refrigerator or freezer up to one hundred dollars (\$100.00) per covered refrigerator or freezer during the Service Plan Coverage Dates; proof of food replacement will be required. Food Spoilage coverage does not apply to Your Initial Service Event.

9. Location of Service

In-home service for the Repair Plan will be provided at the address on the Benefits Summary Page. 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 as determined by the Administrator. If Your Product must be repaired elsewhere, pick-up and return expenses are covered; however, de-installation or re-installation costs are Your responsibility and are not covered by this Service Plan.

If We choose to ship a replacement product to Your home, We will cover any delivery charges as local laws permit. It is up to Our discretion to determine if the Product needs installation, and if We determine that the Product does need installation, it will be through a third party and at Our expense.

If a replacement product is received, the carton and packaging from that replacement product should be used, or a separate carton and packaging provided by Us in returning the defective product to an authorized repair center. You may be asked to provide a reserve deposit to the repair center, using a credit card number as surety for advanced shipment. Your credit card will not be charged if You return the defective product within ten (10) working days. You may be required to return the original Product to Us at Our expense (as local laws permit).

10. If You Need Service

Call the Administrator at the phone number listed on the Benefits Summary Page. The Administrator is available twenty-four (24) hours a day, seven (7) days a week to obtain authorization for repair or referral to the nearest authorized repair center. Service will normally be available during regular business hours of the authorized service provider. In rare instances, if the Administrator cannot locate a service provider, the Administrator may authorize You to locate a service provider near You. You must provide the Administrator with a written estimate for repair prior to commencing with the repair. This Service Plan will reimburse You for any repair expenses paid by You if You have been authorized to locate a service provider and the Administrator has approved the repair estimate in advance of the repair completion. It is Your responsibility to protect the Product from further damage.

11. Moving Your Products to a New Location in the continental United States of America, Hawaii and Alaska

You can change Your address at any time by notifying the Administrator in writing at P.O. Box 100, Rapid City, SD 57709.

12. If the Owner of the Product is Changing

You can assign the Service Plan coverage to another person by notifying the Administrator in writing at P.O. Box 100, Rapid City, SD 57709. Information provided by You must include the Service Plan Number, date of new ownership and the new owner's name, mailing address, the address where product will be located and telephone number.

13. Service Plan Cancellation and Refund

a. Cancellation by You – You may cancel at any time. Notify the Administrator via email at Igpcancellations@assurant.com or in writing at P.O. Box 100, Rapid City, SD 57709 and include Your original Service Plan. You will receive a refund based on the following: (1) if Your Service Plan and cancellation notice are received within thirty (30) days from date of purchase, and no claims have been filed, You will be refunded the full Service Plan Purchase Price; (2) if Your Service Plan and cancellation notice are received after thirty (30) days from date of purchase, or a claim has been filed, You will be refunded a pro-rated amount of the Service Plan Purchase Price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Plan Purchase Price or twenty-five dollars (\$25.00), whichever is less, unless otherwise precluded by law. **b. Cancellation by Us** – We can cancel this Service Plan at any time in the event of fraud, nonpayment, material misrepresentation or breach of Service Plan by You. You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Plan, You will receive a refund based on the unearned pro rata Service Plan Purchase Price, less any claims paid, except as otherwise required by law. If this Service Plan was inadvertently sold to You on a Product which was not intended to be covered by this Service Plan, We will cancel this Service Plan and return the full Service Plan Purchase Price to You.

14. Renewals

We are not obligated to renew Your Service Plan. To inquire if renewal coverage is available, please call Us at the phone number specified on the Benefits Summary Page for pricing and details.

15. Deductible

This Service Plan has no deductible.

16. Limit of Liability

For any single claim, the limit of liability under this Service Plan is the least of the cost of (1) authorized repairs, (2) a replacement product (a new or remanufactured/refurbished product at Our option) of similar features and functionality, (3) cash settlement or gift card. The aggregate limit of all claims and associated costs shall not exceed the Estimated Retail Cost of Product.

17. Consumer's Promises and Assurances

In order to keep this Service Plan in force during its term, You promise and assure: (1) full cooperation with the Administrator and authorized service technicians 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 at the time of scheduled service; (5) that the Product is not used for business, rental, or commercial purposes; (6) that the Product is maintained and installed within the manufacturer's recommendations; (7) that You will provide written notice of any defect or deficiency in service within ninety (90) days of discovery by You.

18. What is Not Covered

Your Service Plan does not cover: (a). Product located outside of the continental United States of America, Alaska and Hawaii, (b). Products older than seven (7) years from the Product Purchase Date; (c). Products resold or refurbished products, products sold "as is," or products that were not covered by the full original LG manufacturer's warranty; (d). Products used in recreational facilities, recreational vehicles, industrial settings, rental units, commercial or government congregate living facilities, or commercial settings; (e). Service 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; (f). Damage and/or other Product failure due to causes other than normal wear and tear including operator negligence, failure to maintain or place the Product according to the owner's manual instructions; (g). Abuse, vandalism, theft, fire, flood, wind, freezing, inadequate power supply, wiring, breakers, ductwork, improper installation, unusual atmospheric conditions, accidental damage, acts of war or acts of God; (h). Service necessary because of improper storage, improper ventilation, non-compliant plumbing, non-municipal water supply, loss or damage as a result of violation of existing Federal, State and Municipal codes including repairs to products not complying with said codes, inconsequential noises, or reconfiguration of equipment, radio frequency interference due to improper installation or close proximity to other electronic product; (i). 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; (j). Cosmetic damage; (k). Failure of any part due to corrosion, rust, dust, mold, animal, rodent or insect damage, scorching or damage from heat sources, chipping; (l). Consumable items such as filters, bulbs, batteries, including factory installed re-chargeable batteries, drawers, baskets, tubs, water membranes, fuses, hoses, projection television bulbs, projection television lamps; (m). Food loss resulting from loss of power or misuse, food spoilage due to failure of Your Product to perform during power failures and interruptions or inadequate electrical service; (n). Damage to clothing, or other items washed or dried, such as but not limited to: hats, linens, towels, pillows, sleeping bags, toys, camping equipment, uniforms, etc.; (o). Any repair covered by the original warranty or initiated by the manufacturer, or recall program whether the manufacturer is in business or not; (p). Unauthorized repairs performed by third parties; (q). Normal, periodic or preventative maintenance, or service trips to Your home to instruct You on how to use or properly care for the Product; (r). 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; (s). Upgrades to comply with regulatory laws; (t). Refrigerant lines, condensation leaks, drain lines, or evaporation/condenser coils if rusted or corroded; (u). Products with original serial numbers that have been removed, altered or cannot be readily determined; (v). Cabinetry, carpentry, masonry or other miscellaneous enclosures or trim surrounding built-in Products & custom panels; (w). Shipping or transit damage to Products resulting from inadequate packaging by You; (x). Repair of Product(s) upon noncompliance of any part of section 16. by You; (y). Consequential and incidental damages; (z). Television panel pixel damage or panel burned-in images subject to the original Product manufacturers allowable warranty guidelines and verified by Our authorized repair center; (aa). Installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system; (bb). Damage caused by adjustment of user controls, calibration, accessories, separate system components, or foreign objects placed in or connected to the Product; (cc). Any condition existing prior to the Service Plan Coverage Dates.

19. Arbitration

READ THE FOLLOWING ARBITRATION 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, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting 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 of this Service Plan 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.