

# New Hampshire Insurance Company

Definitions: Throughout this Extended Protection or Replacement Protection Plan ("Plan") the words "We," "Us" and "Our" refer to New Hampshire Insurance Company. "LOWE'S" refers individually to "Lowe's Companies, Inc." (a North Carolina corporation) or, depending on where the Product was purchased, one of its wholly-owned subsidiaries, namely, "Lowe's Home Centers, Inc." (a North Carolina corporation) or "Lowe's HIW, Inc." (a Washington corporation). The words "You," "Your" and "Owner" refer to the purchaser of this Plan. "Product" refers to the consumer item(s) which You purchased concurrently with and which is(are) covered by this Plan. National Electronics Warranty Corporation of Florida ("NEW"), is the administrator of this Plan.

This is a legal contract. By purchasing it, You understand that it is a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein.

Service and Coverage: To arrange service, call 1-888-77 LOWES (888-775-6937). You must call prior to having service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. If it is an emergency, please describe the nature of the emergency to Our customer service representative. Please note that, during severe weather conditions and during peak seasons, We will give priority to emergency calls. Emergency service will be available at no additional charge. Foreign language assistance and TDD service for the hearing impaired are available for Your convenience. For TDD service, please call 1-800-288-6990.

Availability of Services: While We try to complete service as quickly as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's delays, shipping to a regional service facility, or acts of God.

- These Plans cover manufacturer's defects in materials and workmanship that are the result of normal usage.
- These Plans provide coverage for Product failures due to dust, heat, humidity and normal wear and tear, which is not covered under any insurance policy, or any other warranty or plan.
- Replacement parts will be, at Our discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product.
- These Plans provide complete power surge protection from the date of purchase on the Product covered.
- Products, including those within the original manufacturer's warranty period, may be repaired or replaced with a comparable product, or We will issue a voucher, check, or gift card for the original purchase price, including sales tax, at Our discretion.

## Product Specific Benefits:

Major Appliance Four-year Extended Protection Plan: Four (4) year in-home parts and labor coverage on major appliances and room air conditioners over \$400 commences after the expiration of the manufacturer's parts and labor warranty. Coverage includes: total of \$250 food spoilage from date of purchase; power surge protection from date of purchase; and rental coverage on refrigerators and freezers from date of purchase. You may purchase the Plan on one (1) Product, or multiples of two (2) or three (3) Products. Each Product will be serviced and treated as if a separate Plan was purchased for each individual Product.

Major Component Coverage - If You purchased the four (4) year package on one of the following items: washer; washer/dryer combination (transmission); freezer; refrigerator; or room air conditioner (compressor), You will receive a total of ten (10) years parts coverage on the specified major components of Your covered Product from date of purchase. If a specific component is identified on the Plan face, only the specified component is eligible for ten (10) years parts coverage. At the end of the four (4) year parts and labor coverage period of Your Plan you will receive parts only coverage on the major component specified on Your Plan, through the tenth (10<sup>th</sup>) year as indicated on the Plan face. Labor costs for the repair, replacement, and installation of that component are not covered after Your four (4) year Plan expires.

Rental Coverage - If You purchased the four (4) year package on a refrigerator or freezer and Your product is not repaired within 72 hours of Your initial claim for a "no cool" failure only, this Plan will provide limited reimbursement for rental costs of an approved refrigerator or freezer. You must receive approval from the Administrator prior to rental. Reimbursement for rental coverage ends when Your original unit is put back into service or when a replacement unit is delivered to Your residence. You will be reimbursed for rental coverage up to 25% of the original purchase price of the covered refrigerator or freezer over the life of this Plan.

Major Appliance Two-year Extended Protection Plan: Two (2) year in-home coverage on major appliances commences after the manufacturer parts and labor warranty. Coverage includes, from the date of purchase, a total \$150 food spoilage coverage and power surge protection.

Hot Water Heater Protection Plan: In-home labor coverage commences twelve (12) months after the date of purchase and expires at the end of the manufacturer's parts warranty, which is six (6), nine (9), or twelve (12) years depending on the model. Coverage includes re-installation labor in the event the water heater cannot be repaired and needs to be replaced; and power surge protection from the date of purchase.

Small Appliance Extended Protection Plan: Two (2) year carry-in coverage on eligible small appliances including floor care Products, countertop microwaves, room air conditioner, and compact refrigerators commences after the manufacturer parts and labor warranty coverage concludes. Coverage includes, from the date of purchase, a total \$100 food spoilage coverage and power surge protection.

Food Spoilage - You will be reimbursed for food losses, resulting from the covered failure of Your refrigerator or freezer, up to the amount and for the period of time specified under Your package on a per appliance/per incident basis and documented proof of loss will be required. Food spoilage coverage under the four (4) or two (2) year Extended Plans begin at the date of Product purchase. Food spoilage coverage does not apply to the Replacement Protection Plan.

Replacement Protection Plan: One-time replacement for eligible Products if required due to breakdown during the one (1) year period following expiration of labor coverage under the manufacturer's warranty on eligible small appliances, including floor care products, countertop microwaves, room air conditioners, and compact refrigerators. Includes power surge protection from the date of purchase.

You are responsible for shipping or delivering Your Product to and from either the store where the Product was purchased, or to and from a specified, approved service provider, per the instructions of the Plan Administrator.

## Conditions:

- In some cases You may be required to ship Your covered Product for repair.
- The Extended Protection Plans are considered fulfilled when a Product is replaced.
- Replacement Protection Plans are fulfilled when a Product is replaced or You are reimbursed for the original Product purchase price, including sales tax, on the receipt.
- You must provide a safe, non-threatening environment for Our technicians in order to receive service.
- We are not responsible for personal items left in the Product to be repaired.
- Some Products may need to be removed from the home to be repaired.

Purchaser Records: Your Plan sales receipt and these terms and conditions, including the provisions, limitations, definitions, and exclusions constitute the entire Plan. You must keep this Plan and applicable sales receipt and may be required to produce them to obtain service or replacement.

No Lemon Policy: After three (3) same major failure service repairs have been completed on three (3) separate occasions, within a twelve (12) month period, on an individual Product, and that individual Product requires a fourth (4<sup>th</sup>) repair, as determined by Us, We will replace it with a product of comparable performance, not to exceed the original purchase price. Replacement products may be, at Our discretion, new or rebuilt to meet the manufacturer's specifications of the original Product. Technological advances may result in a replacement product with a lower selling price than the

original Product. For clearance, open-box and other Products originally purchased at a discount, We reserve the right to issue a voucher for the original purchase price, including sales tax paid. The original Product and purchase receipts must be returned to Us, along with authorized service repair receipts from three (3) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement is the equivalent of one (1) repair. Keep Your service receipts! Copies of service receipts cannot be provided by Us. Preventative maintenance checks, cleanings, Product diagnosis, customer education, accessory repairs/replacements, and repairs done outside the U.S.A. are not considered repairs for the purposes of the No Lemon Policy.

Renewals: We are not obligated to renew Your Plan

General Exclusions: These Plans do not cover: (1) repairs caused by accidental or intentional physical damage, spilled liquids, insect infestation, misuse, abuse, Products with altered or missing serial numbers; (2) damage caused by unauthorized repair personnel; (3) replacement costs for lost or consumable parts (knobs, remotes, batteries, bags, belts, etc.); (4) cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs; (5) acts of God; (6) Products used for commercial purposes (multi-user organizations) public rental or communal use in multi-family housing (Use of a Product for these purposes will void this Plan, unless noted specifically as a commercial Plan on the original purchase receipt); (7) Products that are not listed on this Plan; (8) consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort; (9) any fees related to third party contracts; (10) "No problem found" diagnosis or failure to follow the manufacturer's instructions; (11) any failures, parts and/or labor costs incurred as a result of a manufacturer's recall; (12) repair or replacement caused by defects that existed prior to the purchase of this Plan; (13) service or replacement outside of the USA; (14) cleanings and alignments unless otherwise noted; (15) theft; (16) Hot water re-installation costs outside of labor, such as additional licensing, permits, or other parts required by local, county, or state regulations.

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of (1) cost of authorized repairs, (2) cost of Product replacement with a product with similar features, (3) cost of reimbursement for authorized repairs or replacement, or (4) the price that You originally paid for the Product. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT COVERED. In the event that the total of any and all authorized repairs and other coverage (i.e. food spoilage, surge protection reimbursement, rental reimbursement, etc.) exceeds the purchase price paid for the Product, or We replace the Product with another of equal or greater value, We shall have satisfied all obligations owed under this Plan.

Cancellation: This Plan may, at Our discretion, be cancelled by Us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment may, at Our discretion result in the cancellation of this Plan by Us. In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by mailing or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after thirty (30) days, You will receive a refund based on 100% of unearned pro rata premium, less any claims that have been paid, or less the cost of repairs made by Us. If We cancel after thirty (30) days, the return premium is based upon 100% of unearned pro rata premium.

No cancellation fee applies to this Plan. No deductible applies to this Plan.

Mail cancellation request along with this document and all original receipts to:

National Electronics Warranty Corporation of Florida  
LOWE'S Extended Protection Plan  
P.O. Box 1970  
Ashburn, VA 20146-1970

Transferable: This Plan may be transferred to a subsequent Owner of the Product at no additional charge. To transfer, call 1-888-77LOWES (888-775-6937). Proof of purchase receipt, as well as any service repair receipts must be transferred to the new Owner. Information provided by You must include the Plan number, date of transfer, new Owner's name, complete address and telephone number.

The New Hampshire Insurance Company can be contacted at: 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days We have not paid a covered claim, provided You with a refund, or if You are otherwise dissatisfied, You may make a claim directly to the insurance company.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

FOR SERVICE CALL 1-888-775-6937.

Administered by: National Electronics Warranty Corporation of Florida

P.O. Box 1970 • Ashburn, Virginia 20146-1970 • 1-888-775-6937

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### *Your Information*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

### *Product Information*

Product Code \_\_\_\_\_

Model No. \_\_\_\_\_

Manufacturer \_\_\_\_\_

Price of Product (excluding tax)