

## **Power Tools Protection Plan Terms & Conditions**

**Definitions:** Throughout this Extended Protection or Replacement Protection Plan ("Plan") the words "We," "Us" and "Our" refer to AIG Warranty Guard, Inc. ("AIGWG"); "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. "N.E.W." refers to the Administrator under this Plan; namely, in all states, except AL, AZ, and WI: National Electronic Warranty Corporation; in AL, AZ, and WI: N.E.W. Warranty Service, Inc.

**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.

AIGWG is the Obligor except in Oklahoma. AIGWG can be contacted at: 300 South Riverside Plaza, Chicago, IL 60606-6613. Telephone 1-800-250-3819.

**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. 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 manufacturers' delays, shipping to a regional service facility, or acts of God.

- These Plans cover parts and labor costs resulting from a mechanical or electrical failure of the Product caused by defects in workmanship and materials.
- 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 are inclusive of the manufacturer's warranty. It does not replace the manufacturer's warranty. After the manufacturer's warranty expires, this Plan continues to provide the manufacturer's benefits, as well as certain additional benefits listed within the Plan's terms and conditions.
- 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:**

**Power Tool Extended Protection Plan:** Two (2) or four (4) year coverage commences after the expiration of manufacturer's parts and labor warranty: Coverage includes:

- If on-site service is provided for the full term of Your manufacturer's warranty, then it will be provided under this Plan.
- Fix It Fast guarantee. A one-time payment over the life of this Plan of \$25 will be sent to You in the event Your power tool is not repaired within fourteen (14) days of the servicer receiving or examining your product.
- Complete power surge protection from the date of purchase on the Product covered.

**Replacement Protection Plan:** Replacement Protection Plans provide for a 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, including power surge protection from date of purchase.

Conditions:

- In some cases You may be required to ship Your covered Product for repair. For repair only, if you are required to ship Your Product, You will be provided with a pre-paid shipping label by the Administrator.
- 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 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) replacement of the Product due to 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 or loss; (16) liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Product; (17) cost of preventative maintenance, or damages caused by improper preventative maintenance; (18) seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants; resulting from using stale, contaminated, or improper fuel; or resulting from freezing or overheating; and (19) Products with safety feature(s) removed, bypassed, disabled or altered; (20) Products or parts with a lifetime manufacturers' warranty.

**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 a 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 pro rata refund, less the cost of any service received. 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:**

**N.E.W.**

**LOWE'S Extended Protection Plan**

**P.O. Box 1970**

**Ashburn, VA 20146-1970**

**Attn: Customer Care**

**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.

**Contractual Liability Insurer:**

If You reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 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 You are otherwise dissatisfied, You may make a claim directly to the insurance company.

If You reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 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 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.

#### **STATE VARIATIONS**

**The following state variations shall control if inconsistent with any other terms and conditions:**

**ARIZONA RESIDENTS:** If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan.

**CONNECTICUT RESIDENTS:** The expiration date of this Plan shall automatically be extended by the duration that the Product is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of the Plan.

**GEORGIA RESIDENTS:** Cancellation will comply with Section 33-24-44 of the Georgia Code.

**KANSAS RESIDENTS:** This Plan is not an insurance policy.

**NEVADA RESIDENTS:** This Plan is not an insurance policy. If the Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. For emergency service: If the emergency involves the loss of cooling, repairs will commence within 24 hours after the report of the claim.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**OKLAHOMA RESIDENTS:** This Plan is not issued by the manufacturer or wholesale company marketing the Product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either You or We cancel this Plan, the return of the Plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the Plan, less the cost of any service received. Lowe's is the Obligor under this Plan.

**SOUTH CAROLINA RESIDENTS:** To prevent any further damage, please refer to the Owner's manual. In the event the Service Plan Provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within sixty (60) days of proof of loss, the Plan holder may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**TEXAS RESIDENTS:** If You purchased this Plan in Texas, unresolved complaints concerning an obligor or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

**UTAH RESIDENTS: NOTICE:** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible.

**WISCONSIN RESIDENTS:** This Agreement is subject to limited regulation by the Wisconsin office of the Commissioner of Insurance. This Plan shall not be canceled nor can coverage be denied due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

For service call 888-77 LOWES (888-775-6937)

Administered by: N.E.W.

PO Box 1970, Ashburn, Virginia 20146-1970 • 1-888-775-6937

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