Consumer Priority Service
Terms and Conditions
Commercial

The Administrator of this PLAN is Blueshield Corp., located at 1502 Kings Highway, Second Floor, Brooklyn, NY, 11229.

Should the ADMINISTRATOR fail to pay or provide service on a claim, including claims related to the return of unearned portion of the premium, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the service contract reimbursement insurance company, Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. For the following states, the Obligor for this Plan is Lexington National Warranty Services, LLC, located at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030: FL, NV, and NY.

ADMINISTRATOR agrees with the purchaser of this Plan (Hereinafter "OWNER"), to service registered products that experience a mechanical breakdown, due to manufacturer's defects in materials and workmanship and normal wear and tear that are the result of normal usage for a period selected by the OWNER subject to a maximum coverage period of five (5) years. The Plan covers eligible products purchased as new and manufactured for use in the United States, which at the time of purchase included a Manufacturer's original written warranty valid in the United States providing minimum coverage of thirty (30) days parts and thirty (30) days labor. The Plan begins on the expiry date of the Manufacturer's Warranty and is between ADMINISTRATOR and the OWNER. This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles or cosmetic parts. ADMINISTRATOR will repair or replace the unit or any parts thereof, as required, subject to the terms and conditions of this Plan. ADMINISTRATOR is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product.

This plan applies exclusively to products located in single-family dwelling, individual condominium units, town houses, modular homes and in a commercial setting in the United States and Canada.

THIS PLAN (HEREINAFTER "PLAN") IS A LEGAL CONTRACT BETWEEN YOU AND THE ADMINISTRATOR. COVERAGE INCLUDES ONLY THOSE ITEMS STATED AS COVERED, EXCLUDING ALL OTHERS. IN ADDITION TO THE GENERAL CONDITIONS AND EXCLUSIONS STATED BELOW; DEPENDING ON THE COVERAGE YOU SELECT AND THE ITEMS YOU CHOOSE TO INCLUDE IN THIS PLAN, DIFFERENT TERMS, CONDITIONS, AND EXCLUSIONS MAY APPLY TO SPECIFIC PRODUCTS. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY.

General Conditions:
Along with the wording of original equipment manufacturers' written warranty, the following terms and conditions will apply:

a. Plan coverage is provided for authorized products only.
b. Plan coverage for all products begins upon the expiration of the manufacturer's warranty not to exceed 6 years in total coverage.
c. If service under the Plan is provided on-site at your location, a person who has reached the legal age (18 years old) must be present at all times during the service call.
d. ADMINISTRATOR reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. ADMINISTRATOR reserves the sole right to determine, according to the terms and conditions of the Plan, whether a covered item will be repaired or replaced.
e. ADMINISTRATOR is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
f. Product replacement under this Plan will fulfill this agreement for the claimed product only. Once a replacement/settlement has been released, there shall be no further obligations under this Plan for said claimed product.
g. If no defect is found (no fault found) or service cannot be approved based on the terms and conditions of this Plan, OWNER shall be responsible for service costs incurred.

h. In the event that a covered product is damaged by a power surge, coverage under this Plan will apply, excluding software or data, provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.
i. Plan coverage is provided for authorized products only and does not cover any accessory such as special connective cables, mounts or remote controls. This plan does cover the replacement of the power adaptor and battery.
j. Should parts no longer be available for a Covered Product, ADMINISTRATOR, at its sole discretion, shall offer a replacement option of like kind and function or a monetary settlement equal to the original invoice price of the covered product as determined by the ADMINISTRATOR.
k. While covered under this Plan, if a product requires covered service on three (3) separate occasions for the same component and then requires a fourth (4^{th}) repair for the same component, as determined by our authorized service center, ADMINISTRATOR will replace the product. Authorized service repair receipts from three (3) separate repair incidents must be sent to and approved by ADMINISTRATOR in order to qualify for replacement.

Registration:
This Plan must be registered properly and completely within 30 days of your Plan purchase date. To register your Plan, visit www.cpscentral.com and click the "Register" button. If you prefer to register by telephone with a representative, please call (800) 905-0443. Failure to properly register this plan may restrict your coverage benefits.

Transferability:
This Plan is transferable to a subsequent owner but not for a new or different product. You may transfer this Plan to a new owner of the covered product(s) by emailing notice of transfer to cs@cpscentral.com or calling **(800) 905–0443**. You must provide The ADMINISTRATOR the serial number, proof of purchase of the Plan, the name, address, telephone number and email address of the new owner. A transfer fee of $25.00 will apply.

Cancellation:
OWNER may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. ADMINISTRATOR may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will provide the Plan owner with a pro-rata refund. All service related costs incurred during Plan ownership, shall be fully deducted from the Pro-rated refund amount. In the event that the service related costs under Plan ownership exceed the pro-rated refund amount, no refund shall be issued.

To Arrange for Service:
For prompt service call (800) 905-0443. Please have your Plan information available so that our customer service representative can assist you in scheduling proper authorized service for your covered product.

Service Reimbursements:
You may obtain and submit estimates of repair to ADMINISTRATOR for review and approval. All submitted estimates must receive prior approval from ADMINISTRATOR before service has been performed in order to qualify for reimbursement under this Plan. Please call (800) 905-0443 for assistance. Failure to properly follow this procedure may delay or cause denial of your reimbursement request.

Limit of Liability:
Our obligations under this agreement will be considered fulfilled upon one of the following events determined solely by us; product replacement; or, reimbursement of the original invoice price of the covered product.

a. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be held liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.
b. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, including, but not limited to loss of income, utility bills, additional living expenses, personal and/or property damage.

c. ADMINISTRATOR, OBLIGOR and/or Insurer is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond ADMINISTRATOR, OBLIGOR and/or Insurer's control such as weather.

Binding Arbitration:
This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law that would require the application of the laws of any other jurisdiction. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) only in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding. Service of process in connection with any such action, suit or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

General Exclusions:

a. This Plan does not cover failure as a result of: misuse, abuse, user induced damage, rust or corrosion, mistreatment, including but not limited to, removal of parts and damage by people, pests, or pets, spilled liquids (except for mobile electronics) or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, or any use of the product not authorized by the manufacturer.
b. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
c. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product(s) including firmware or software.
d. Loss occurring during the manufacturer's warranty period and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan.
e. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
f. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan.
g. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
h. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.
i. System or appliance upgrades, or repairs or replacements required:
    a. when the malfunction is due to missing components, parts, or equipment;
    b. when the malfunction is due to lack of capacity in the appliance; or
    c. to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements, except as otherwise specified in this contract.

Appeal Protocol:
If at any time a dispute arises between OWNER and ADMINISTRATOR on claim adjudication, OWNER has full rights under this policy to file an appeal through ADMINISTRATOR by emailing appeals@cpscentral.com and requesting an appeal form. ADMINISTRATOR will review and respond to all appeals within 48 business hours. ADMINISTRATOR will make reasonable efforts to resolve appeals amicably within the confines of the terms and conditions stated herein.

Commercial Exclusions:

a. Routine maintenance (you are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer)
b. Flues, venting, chimneys, and exhaust lines

c. Repair or remediation of cosmetic defects
d. Thermal glass breakage
e. Consumer and or user replaceable parts
f. Dishwasher racks
g. Door or door track assemblies
h. Removable accessories (such as filters, air filter, lint filter, etc.)
i. Accidental damage

Obligor and Insurance Statement:
Obligations of this plan are guaranteed under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation. Should the ADMINISTRATOR fail to pay or provide service on a claim, including claims related to the return of unearned portion of the premium, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the service contract reimbursement insurance company, Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. For the following states, the Obligor for this Plan is Lexington National Warranty Services, LLC, located at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030: FL, NV, and NY.