

Home Medical Equipment Protection Program Terms and Conditions

The Administrator of this Home Medical Equipment Protection Plan (hereinafter this “Plan”), Consumer Priority Service, Inc., located at 3101 Emmons Avenue, Brooklyn, New York 11235 (hereinafter “Administrator”, “Us”, or “Our”), agrees to provide the purchaser of this Plan (hereinafter “Owner”, “You” or “Your”) service for the product(s) covered under this Plan that experience a mechanical breakdown, due to manufacturer’s defects in materials and workmanship, power surge, and normal wear and tear that are the result of normal usage for a period selected by 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. Administrator will repair or replace the product, or any parts thereof, as required, subject to the terms and conditions of this Plan. Administrator is not obligated to renew this Plan; however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the covered product. A large print version of this Plan can be obtained at no charge by contacting us at support@medguardplans.com.

This Plan applies exclusively to products located in single-family dwellings, individual condominium/apartment units, townhouses, and/or modular home(s), located in the United States, that the Owner resides in at the time of their purchase of this Plan.

THIS PLAN IS A LEGAL CONTRACT BETWEEN YOU AND THE ADMINISTRATOR. COVERAGE INCLUDES ONLY THOSE ITEMS STATED AS COVERED ON YOUR SALES RECEIPT, EXCLUDING ALL OTHERS. IN ADDITION TO THE GENERAL CONDITIONS AND EXCLUSIONS STATED BELOW; DEPENDING ON THE COVERAGE YOU SELECT AND THE PRODUCT COVERED UNDER THIS PLAN, DIFFERENT TERMS, CONDITIONS, AND EXCLUSIONS MAY APPLY TO SPECIFIC PRODUCTS. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. THIS PLAN, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS, AND THE SALES RECEIPT CONSTITUTE THE ENTIRE AGREEMENT.

General Conditions:

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

- a. This Plan coverage is provided for the eligible product referenced on your sales receipt, purchased contemporaneously with this Plan.
- b. Coverage begins on the 31st day after purchase of this Plan and continues for the period indicated on Your sales receipt. All claims placed within 30 days from the date of purchase of Your Plan will be excluded from coverage.
- c. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, this Plan continues to provide some of the manufacturer’s benefits as well as certain additional benefits listed within this Plan’s terms and conditions.
- d. If the covered product covered under this Plan has been deemed too large to be shipped to an authorized repair facility by the Administrator and the original product manufacturer provides in-home service during their coverage period, this Plan will provide in-home service at time of claim.
- e. 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 (except where a replacement only plan has been purchased).
- f. Administrator is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
- g. Product replacement under this Plan will fulfill this Plan, with regard to the covered product. Once a replacement/settlement has been provided, there shall be no further obligations under this Plan for said product.

- h. 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.
- i. Administrator, at its sole discretion, shall offer a replacement option of like kind and function or a monetary settlement equal to the current market value (hereinafter “CMV”) of the covered product as determined by the Administrator.
- j. 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.
- k. If 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.

Registration:

While registration is not required, we encourage You to register the Plan within 30 days of Your Plan purchase date. To register Your Plan, visit <https://client.cpscentral.com/registerwarranty> and click the “Register” button. If You prefer to register by telephone with a representative, please call (888) 851-5083. If You choose not to register this Plan and experience a failure that requires service, You may be asked to provide proof of purchase of the product, prior to receiving claims services.

Transferability:

This Plan is not transferable to a subsequent owner.

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, non-residential or commercial use of 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 costs incurred during Plan ownership, shall be fully deducted from the pro-rated refund amount. In the event that the service costs under Plan ownership exceed the pro-rated refund amount, no refund shall be issued.

To Arrange for Service:

For prompt service please use Our online claim submission portal at <https://client.cpscentral.com/login> or call (888) 851-5083. 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 (888) 851-5083 for assistance. Failure to properly follow this procedure may delay or cause denial of Your reimbursement request.

Service Call Fees:

There is no service call fee required to obtain replacement and/or service for Your covered product except for the following equipment: electric wheelchairs, mobility scooters and other power operated vehicles (POVs).

A service fee of \$125.00 (“Service Call Fee”) will be required to obtain service for electric wheelchairs, mobility scooters and other power operated vehicles (POVs) under this Plan. With specific regard to electric wheelchairs, mobility scooters and other power operated vehicles (POVs), You will be required to pay the Service Call Fee for each service request submitted. No service shall be authorized by Administrator prior to collection of the Service Call Fee. If your estimate for reimbursement has been approved but the Service Call Fee has not yet been collected, the Service Call Fee will be deducted from the approved reimbursement amount. If Your covered product requires additional service related to a previous repair performed under the Plan within 30 days

after completion, You will not be responsible for paying an additional Service Call Fee.

Limit of Liability:

For any single claim, the limit of liability under this Plan is the least of the cost of (1) authorized repairs, (2) replacement with a product of like kind and quality that performs to the factory specifications of the original product, (3) reimbursement for authorized repairs or replacement of Your product, or (4) the price that the Owner paid for the product (excluding sales tax and any delivery charges). The total liability under this Plan is the purchase price You paid for the product, excluding sales tax and any delivery charges; in the event that the total of all repairs exceeds the purchase price You paid for the product, excluding sales tax and any delivery charges, or we reimburse You for a product with another product, we shall have satisfied all of Our obligations under this Plan. Coverage under this Plan will terminate if, and when total repair cost(s) for the covered product equals or exceeds the CMV for that product as determined by Administrator.

- a. Administrator, Obligor and/or Insurer shall not be held responsible or 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 held 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 shall not be held 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: All Products

The following are expressly excluded from coverage under this Plan:

- a. Failures resulting from 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 and NIV Devices) 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. 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 (except as specifically set forth in the Assistive Furniture coverage section);
- c. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product(s) including firmware or software;
- d. Consumables such as batteries, light bulbs, fuses, filters, tires or any other components with a pre-determined life expectancy or otherwise designed to diminish over time;

- e. Losses 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;
- f. Any loss resulting from collision with another object or any damage while the product is in transit;
- g. Costs and damages related to installation and/or reinstallation of products;
- h. Any losses resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs;
- i. Any 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; and/or
- j. Product 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 existing system or equipment; 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.

Eligible Product Coverage:

Products in the following categories are eligible for coverage under this Plan: Eyewear, Hearing Aides; Wheelchairs (Power and Manual); Assistive Furniture; Mobility Scooters; Chairlifts; Noninvasive Ventilation (NIV) Devices; Electric Blankets; Glucose Monitors; Pill Dispensers; Insulin Pumps; Cholesterol Monitors; Oxygen Machines; Dental Instruments; Handheld Massagers; Medical Alert Buttons; Air Purifiers; and Humidifiers.

Electronics Conditions:

- a. To be eligible for coverage under this Plan all electronic products must be in good working order at the time of Plan purchase.
- b. If after service is performed, it is determined that the cause of the problem was software related, including but not limited to, errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, peripheral equipment, internet access or USB devices, Owner shall be responsible for all costs incurred.
- c. Repair or replacement of Your product will apply toward the aggregate claim limit under the Plan Limits of Liability.

Electronics Exclusions:

The following are expressly excluded from coverage under this Plan:

- a. Replacement of consumables such as batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums, or any other products with a pre-determined life expectancy or otherwise designed to diminish over time;
- b. Charges incurred for set up or installation, reformatting of hard drives, system and software configuration or data recovery or transfer;
- c. Data loss or hard drive recovery;
- d. Burn-in damage to displays or monitors; and/or
- e. Gross misuse, neglect, and intentional physical damage.

Assistive Furniture Coverage:

Assistive Furniture is defined as lift chairs, overbed tables, adjustable beds, hip chairs, and recliners used to assist individuals with various physical conditions. With regard to Assistive Furniture, this Plan also includes the following enhanced coverages and terms:

- a. Structure of wood and metal furniture; structural defects to frames, cases, seat and back construction; dovetail construction; shelving and legs such as warpage, frame breakage or separation of frame components; separation of joints and welds; hinges and mechanisms to include all moving parts and metal hardware;
- b. Finishes to solid wood veneered or plastic laminated furniture; lifting, cracking, peeling, or scaling of solid woods, laminated finishes, and veneer; minor heat marks up to one inch in length;
- c. Fabric or vinyl upholstered furniture; seam separation and slippage; loss of latex backing to fabrics and vinyl; rips or tears; excessive loss of foam, latex and spring resiliency of backs and cushions;
- d. Frames, including structural defects, warping, cracking, and breaking to frames and legs;
- e. Leather upholstered furniture; seam separation, slippage or early wear-through in leather, cracking, lifting and peeling; minor heat marks up to one inch in length; and
- f. Stain coverage: stains caused from beverages, food, human bodily fluids; mold; and mildew. We will repair the product or reimburse You with a gift card for authorized repairs or replacement of the product, at Our discretion, when required due to a breakdown.

Assistive Furniture Coverage Conditions:

- a. On-site service is provided for the full term of this Plan;
- b. You may be required to send a picture of the covered breakdown prior to on-site service being performed, at Our discretion;
- c. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly;
- d. At Our sole discretion, we may require that You return the covered product to Us as a condition to receiving a replacement product; and
- e. We shall be responsible for the delivery or cost of the delivery of the covered product to Us for replacement.

Assistive Furniture Exclusions:

The following are expressly excluded from Assistive Furniture coverage under this Plan:

- a. Assistive furniture located outside or in screen rooms where the furniture may be directly or indirectly exposed to the elements;
- b. Burns and heat marks longer than one inch;
- c. Glass contained in/on furniture, including but not limited to, tabletops and cabinet doors;
- d. Stains caused by the delivery process of the covered item and as a result of acid, body oils, caustic solutions, dye, paint, suntan oils, bleach, nail polish remover, nail polish, ink, cosmetics, wax, odors; and/or
- e. Products subject to commercial use, public rental, or communal use in multi-family housing or multi-user organizations.

Accidental Damage From Handling Coverage:

This Plan includes Accidental Damage From Handling Coverage for Mobile Electronics (defined below) as well as NIV Devices (defined below), which shall cover certain damages resulting from unintentional impacts and liquid spills. Mobile Electronics are defined as those products that require batteries either internal or external and are intended to be portable. NIV Devices are defined as CPAP, APAP, BiPAP, and ASV devices.

Accidental Damage From Handling Conditions:

Accidental Damage From Handling Coverage is provided for new Mobile Electronics and NIV Devices, that are in good working condition at the time of Plan purchase.

Accidental Damage From Handling Exclusions:

The following are expressly excluded from Accidental Damage From Handling coverage under this Plan:

- a. Products that have been lost or stolen;
- b. Intentional damage;
- c. Fire damage;
- d. Saltwater damage;
- e. Products used in a way the manufacturer never intended;
- f. Damage incurred by natural disasters (i.e., hurricanes, tornadoes, earthquakes, fires, etc.);
- g. Damage that is incurred by an animal or pet (i.e., dog chewing); and/or
- h. Mobility devices including but not limited to manual wheelchairs, electric wheelchairs, mobility scooters, any power operated vehicles (POVs) and other equipment designed to aid the movement of individuals with various physical conditions.

Insurance:

The Administrator of this Plan is Consumer Priority Service, Inc., located at 3101 Emmons Ave Brooklyn NY, 11235. Obligations of this Plan are guaranteed under a Contractual Liability Insurance Policy issued by Plateau Casualty Insurance Company. 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, Plateau Casualty Insurance Company, located at 2701 N. Main St. Crossville, TN 38555 (888) 398-3632. The obligor of this Plan is MHHC Warranty and Service Inc. (MHHC), located at 400 Union ST SE Olympia, WA 98501 (800) 743 -7480.

State Specific Information:

Alabama only: In the event that we cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by you, we shall provide you with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by us or our subcontractors. Neither we, our assignees, nor our subcontractors will cancel or void coverage under this Plan due to our failure to provide correct information or our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

California only: This service contract can be cancelled by the contract holder for any reason. If you decide to cancel this service contract, and a cancellation notice is received by the administrator with thirty (30) days for a home appliance or a home electronic, or within sixty (60) days for all other products, of the date you received the service contract, and no claims have been made against the service contract, you will be refunded the full service contract price. If you cancel your service contract after thirty (30) days for a home appliance or home electronic, or after sixty (60) days for all other products, from the date you received this service contract, you shall receive a pro-rata refund of any amount of the service contract price, less any claims paid, less an administrative fee of ten percent (10%) of the service contract price or \$25, whichever is less, unless otherwise precluded by law.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the covered product is in our custody while being repaired. You may pursue arbitration to settle disputes between you and us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in

writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

Hawaii only: In the event we cancel this Plan, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation. If a refund is not paid by us within forty-five (45) days after your return of the Contract to Us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: The obligor in Nevada is MHHC Enterprises, Inc. If you are not satisfied with the manner which the provider is handling the claim on the contract, you may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234. If a refund is not paid by us within forty-five (45) days after your return of the contract to us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event we cancel this Plan, no cancellation fee shall apply and we shall provide you with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, we shall be excused from performance hereunder and you shall receive a refund of the purchase price paid by you for the product.

New Mexico only: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) you engage in fraud or material misrepresentation in obtaining this Plan; or 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If a refund is not paid by us or credited to your account within sixty (60) days after your return of the contract to us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period, or portion thereof that the refund remains unpaid.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon only: Any controversy or claim arising out of or relating to this contract shall be settled by arbitration only upon your and our mutual agreement, in accordance with the Oregon Uniform Arbitration Act, and in your county of residence or another location in Oregon mutually agreed to by you and us.

South Carolina only: If you purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event we cancel this Plan, we shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that we can also cancel this contract during such time period for nonpayment of premium by mailing you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, we may cancel this contract by mailing a cancellation notice to you at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to you at your last known address and contain all of the following: (1) the contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.

Washington only: In the event we cancel this Plan, we shall provide you with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin only: This service contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us.