

## Protection plans Standard Terms of Service

### Declaration of Coverage Standard Protection

Covered Product(s)	Max Limit
Refrigerator	\$2,500
Dishwasher	\$700
Oven	\$1,500
Microwave	\$500
Garbage Disposal	\$100
Kitchen Exhaust Fan	\$200
Clothes Washer	\$1,000
Clothes Dryer	\$750

### Declaration of Coverage Essential Protection

Covered Product(s)	Max Limit
Refrigerator	\$2,500
Dishwasher	\$700
Oven	\$1,500
Microwave	\$500
Garbage Disposal	\$100
Kitchen Exhaust Fan	\$200

## Plan Terms and Conditions

This Plan is a legal contract. By purchasing this Plan, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. Unless amended by the State Variations or revised by Us with at least thirty (30) days advance written notice to You, this Plan, along with the Declaration of Coverage, sets forth the entire contract between You and Us and no representation, promise or condition not contained herein shall modify these terms. This is not a contract of insurance.

**Obligor:** The Company obligated under the Plan is listed on the Declaration of Coverage.

**I. Definitions:**

1. “We”, “Us” and “Our” shall mean the Obligor and Plan Provider of this Plan.
2. “Administrator” shall mean the entity listed as Administrator on the Declaration of Coverage.
3. “You”, “Your” shall mean the individual or entity who purchased this Plan or the individual or entity to whom this Plan was properly transferred in accordance with these Terms and Conditions.
4. **Puls Service Pro:** The service provider We assign in response to request due to a Service Event (“Service Request”).
5. **Breakdown:** A mechanical or electrical failure, of the covered system, component, or appliance under this Plan; to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
6. **Coverage Expiration Date:** This is the last date of coverage under the Plan.
7. **Covered Product(s) or Product(s):** The product(s) or type(s) of product(s) covered by this Plan.
8. **Coverage Start Date:** This is the date when coverage starts under this Plan. The Coverage Start Date is the latter of the Plan Purchase Date, or the date following the completion of any Wait Period and/or manufacturer’s warranty, unless expressly provided otherwise.
9. **Coverage Term or Term:** This is the length of time the Covered Product(s) are eligible for claims, starting on the Coverage Start Date.
10. **Declaration of Coverage:** This is the document that summarizes Your Covered Product(s), Covered Term, Coverage Start and Expiration Dates, along with any Service Fee, Wait Period and/or other coverage terms specific to Your Plan.
11. **Monthly Payment Amount:** This is the monthly amount You pay of the Total Plan Price.
12. **Payment Terms:** This describes the way You elect to pay the Total Plan Price for this Plan, either in one payment or in equal monthly payments for the Term.
13. **Plan:** This is the definition described in Section II.
14. **Plan Purchase Date:** This is the date You Purchased this Plan.
15. **Plan Seller:** This is the company You purchased the Plan from.
16. **Retail Cost:** The purchase price of the Product(s), exclusive of taxes and fees.
17. **Service Event (“Service Request”):** The uniquely identified action of diagnosis and/or performance of the work, including parts and/or labor, to repair or replace any Covered Product in accordance with the provisions set forth in this Agreement.
18. **Service Fee:** The applicable service charge to be paid by You, if any, for each Service Event under the plan.
19. **Settlement:** This is the method of which We determine how to fulfill a Service Request in lieu of repair or replacement. Examples include, but are not limited to, check, gift card, and/or store credit.

20. **Total Plan Price:** This is the total price for this Plan You pay in one payment or in equal monthly payments for the Term.
21. **Wait Period:** The amount of time between the Plan Purchase Date and the Coverage Start Date. If during the Wait Period a pre-existing condition renders the item ineligible for coverage, the Plan Seller will cancel Your Plan and provide You with a full refund of the Total Plan Price.

**II. The Plan:** The terms and conditions of this Plan and the Declaration of Coverage govern the Covered Product's mechanical and electrical failure and power surge coverage. This Plan includes coverage for appliances that are listed on the Declaration of Coverage Page under Covered Product(s). If you have more than one of any appliance type and would like them covered, you must pay an additional fee to have them covered by this Plan. We will repair up to the max limits of the selected appliance per plan term for diagnosis, repair, or replacement of any covered appliance, unless otherwise noted. You are responsible for payment of any costs in excess of the max limit for any required replacement of an appliance. The Covered Product shall include any accessories included in the original packaging. Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer's hardware warranty.

**III. Coverage Period:** Your Plan coverage begins on the date You purchased Your Covered Product, after any applicable Wait Period, and/or after the manufacturer's warranty has expired, depending on the type of Plan purchased. Your Coverage Start Date is listed on Your Declaration of Coverage. Your Plan expires at the end of the Coverage Term from the date on which it started, unless it is renewed or cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with section X hereof.

#### **IV. Your Responsibilities**

1. Purchase the correct Plan for Your Product(s).
2. Retain and provide Us or Our Plan Administrator with a complete copy of proof of purchase if requested at time of Service Request.
3. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
4. Make Product(s) safely accessible to the Puls Service Pro to service.
5. You are required to pay the Total Plan Price at the start of the Plan for the initial Contract Term as indicated on the Declaration of Coverage, unless You elect to pay the Total Plan Price in equal monthly payments for the Term.
6. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XV. if you have not paid Your Monthly Payment Amount by its due date.

#### **V. To Obtain Service:**

When a failure occurs, turn the covered item off and protect it from further damage and immediately initiate a service request via [www.puls.com](http://www.puls.com), via text at 214-974-3854, by email at [support@puls.com](mailto:support@puls.com), or by calling 800-958-6350. Should You fail to protect the covered item from further damage, the consequential damage is not covered.

You are obligated to provide information relating to the cause, nature, and timing of any breakdown. In accordance with the terms and conditions of this Plan, We will repair or replace the Covered Products under the following conditions:

1. Product (s) are in good, safe, and proper working order on the Plan Effective Date (as that term is defined on the Declarations Page) of this Plan;
2. Become inoperative from normal wear and tear after the Plan Effective Date;
3. Are classified by the manufacturer as residential (we do not cover products classified as commercial);
4. Are not covered by any other entity such as manufacturer, distributor, builder, any other extended warranty, or homeowner's insurance policy;
5. Are reported during the term of this Plan;
6. Any applicable Service Fee has been paid; and
7. The Plan is paid in full or You have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Total Plan Price due from You; regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Plan, at Our sole discretion.

We will not pay for any services or parts provided without Our or Our Plan Administrator's prior authorization.

All covered repairs will be serviced by a Puls Service Pro.

After the Puls Service Pro's diagnosis, if it is determined that coverage under this Agreement does not apply, or no Breakdown is discovered, You are required to pay the Puls Service Pro directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

If work performed by a Puls Service Pro under this Plan fails within sixty (60) days from the date of repair completion, We or Our Plan Administrator will make the additional necessary repairs for no additional Service Fee.

**VI. What is Covered:** This Plan covers parts and labor costs to repair Your Product in the event Your Product experiences a breakdown, which is not concurrently covered under any insurance policy, manufacturer's warranty and/or any other Plan. Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Covered Product either on-site, via mail-in or at local repair service, at Our discretion. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly;
- Provide a Settlement reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount, or
- Replace Your Product with a product of like kind, quality and functionality. If We choose to replace Your product:

- Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
- Replacement products and parts may be new or refurbished, at Our discretion, which meet the manufacturer's specifications of the Covered Product or parts; and
- Covered Products and parts which are replaced become Our property except where prohibited by law.
- We are responsible for unit replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions or brand.
- We are not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.

Coverage includes only Covered Products, excludes all others, and is subject to limitations, exclusions, and provisions set forth in this Plan.

## KITCHEN APPLIANCES

1. Dishwasher  
Description of Covered Items: All mechanical components and parts, except:  
**Conditions and Items Not Covered: racks; rollers; baskets.**
2. Built-In Microwave Oven  
Description of Covered Items: All mechanical components and parts, except:  
**Conditions and Items Not Covered: racks; meat probe assemblies; rotisseries.**
3. Range/Oven/Cooktop  
Description of Covered Items: All mechanical components and parts, except:  
**Conditions and Items Not Covered: meat probe assemblies; sensi-heat burners; cracked cooktops.**
4. Range Exhaust Fan  
Description of Covered Items: All mechanical components and parts, except:  
**Conditions and Items Not Covered: screens.**
5. Garbage Disposal  
Description of Covered Items: All mechanical components and parts
6. Kitchen Refrigerator w/ Ice Maker & Dispenser  
Description of Covered Items: All mechanical components and parts including ice maker and ice and water dispenser, except:  
**Conditions and Items Not Covered: any removable components and components which do not affect the primary function; interior thermal shells/insulation; food spoilage; multi-media center; wine chillers; filter housing; filters; light bulbs.**

## LAUNDRY APPLIANCES

1. Clothes Washer  
Description of Covered Items: All mechanical components and parts, except:  
**Conditions and Items Not Covered: plastic mini-tubs; soap dispensers; filter screens; lint screens; knobs and dials; venting; damage to clothing.**

2. Clothes Dryer

Description of Covered Items: All mechanical components and parts, except:

**Conditions and Items Not Covered: plastic mini-tubs; filter screens; lint screens; knobs and dials; venting; damage to clothing.**

**In addition, this Plan also covers the following:**

**Power Surge:** If Your Product is electrically powered and plugged into a power surge protection device, this Plan covers parts and labor due to failure of Your Product as a result of power surge, as determined by an Puls Service Pro.

**VII. What's Not Covered**

- A. Normal wear and tear;**
- B. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Plan;**
- C. Natural flaws, inherent design defects or manufacturer's defects;**
- D. Intentional damage;**
- E. Lost, stolen or irretrievable items;**
- F. Any Product that is fraudulently described or materially misrepresented;**
- G. Secondary or collateral damage;**
- H. Maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;**
- I. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, fire, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;**
- J. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;**
- K. Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;**
- L. Damage caused by cleaning methods, products or materials;**
- M. Defects due to the installation, assembly or hookup of Your Product;**
- N. Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;**
- O. Claims made under any improperly or incorrectly purchased Protection Plan;**
- P. Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating**

function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;

- Q. Accidental damage;
- R. Consumer replaceable or consumable items including but not limited to filters;
- S. Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
- T. Product(s) with removed or altered serial numbers;
- U. Manufacturer defects or equipment failure, which is covered by manufacturer's warranty, manufacturer's recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- V. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
- W. A Product that is no longer in Your possession;
- X. Electronic or computerized systems connected to the Covered Product (s) such as but not limited to appliance management systems;
- Y. Direct or indirect damages arising out of or in connection with any: (a) act or omission by You, or another person or company; (b) provision or failure to provide services; (c) interruptions or failures in accessing or attempting to access any services;
- Z. Costs related to gaining access to the Covered Product(s) for repair; and
- AA. Any failure, damage, repairs or loss that is covered under any other Plan, warranty, service plan and/or insurance.

**VIII. Wait Period:** A Wait Period applies to this Plan if listed on Your Declaration of Coverage Page.

**IX. Service Fee:** For each separate Service Event, You are responsible to pay Puls via credit card the Service Fee listed on the Declarations of Coverage. The Service Fee will be due and payable to Puls at the time of scheduled service request. If the Puls Service Pro cannot access the property at the time of the scheduled service request, You may be required to pay an additional Service Fee to reschedule an appointment. The Service Fee will be required to be paid prior to any Service Request being approved.

**X. Limit of Liability**

The limit of liability for each Covered Product under this Plan is the lesser of (1) the cost of authorized repairs, (2) the cost of Product replacement with a product of similar features, (3) the cost of reimbursement for authorized repairs, or (4) the Max Limit for the Product that is listed in Section VI. In the event that the total of any and all authorized repairs, parts, and other coverage and benefits (e.g., Food Loss, Power Surge, etc.) exceeds the Max Limit for the Product, or We replace the Product with one of equal or similar features and functionality, the obligations of the Plan Provider, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us for each such Product. In the event the limit of liability is reached for one or more Covered Products, this Plan will remain effective for any remaining Covered Products until the Coverage Expiration Date or the Plan is otherwise terminated. **THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED AGGREGATE MAX LIMITS FOR ALL COVERED PRODUCTS UNDER ANY CIRCUMSTANCES. IN NO EVENT WILL THE PLAN PROVIDER, PLAN SELLER, OR PLAN ADMINISTRATOR BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT**

**LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME, AND CHARGES FOR TIME AND EFFORT RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.**

The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**XI. Transfer of Plan:** This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer, call 800-958-6350. Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner. The remaining Limit of Liability applies to the new owner.

**XII. Renewal of Plan:** This Plan may only be renewed at Our discretion.

**XV. Cancellation of Plan:** You may cancel this Plan for any reason at any time. To cancel the Plan, contact the Plan Seller by calling 800-958-6350 or mailing Your cancellation request to 849 E Stanley Blvd #203 Livermore, CA 94550 Attn: Plan Cancellations.

1. If You cancel this Plan within 30 days of the Contract Start Date, You will receive a 100% refund of the Total Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
2. After 30 days from the Contract Start Date:
  - a. If You cancel after the first thirty (30) days from purchase of this Plan, You will receive a pro rata refund of the Monthly Payment Amount paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received and less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan Price, whichever is less. The cancellation of a Plan containing multiple Products, cancels coverage on ALL Products previously covered by the Plan.
  - b. If You are paying on a monthly basis, Your contract will run out through the end of the month paid and You will not be charged again; and You will not receive a refund.

NOTICE: If You cancel this Plan during a time in which there are unpaid Monthly Payment Amounts of the Total Plan Price due from You; regardless of whether such Monthly Payment Amounts are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Total Plan Price, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Total Plan Price. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. If You



are paying the Total Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel this Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Total Plan Price or Monthly Payment Amount(s) paid by You.

**XVI. Insurance:** This Plan is not a contract of insurance, but it is secured by an insurance policy provided by the Insurer listed on the Declaration of Coverage (the “Insurer”). If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the Insurer.

### **XVIII. State Variations**

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

**New York:** You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to You at the time of sale or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and We shall refund to You the full purchase price of the Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to Us. This return and penalty provision shall only apply to the original purchaser of the Plan.

**Washington:** This right to void the Plan is not transferable and applies only to the original Plan Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. If We cancel this Plan for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this Plan.

**California:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. For home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within thirty (30) days of the receipt of these Terms and Conditions, 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.

**Illinois:** You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan Price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed

months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

**Texas:** You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase and You have not made a claim under this Plan, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202.

**California:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. For home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within thirty (30) days of the receipt of these Terms and Conditions, 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.

**Illinois:** You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan Price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

**Texas:** You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase and You have not made a claim under this Plan, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less any claims paid and a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202.