

PROVIDER:

Assurant Services of Puerto Rico, Inc.

Plaza Scotiabank, #273 Ponce de León, Suite 1300, San Juan PR 00917-1838

**Wireless Equipment Service Agreement
Schedule Page**

Service Contract Holder's Name and Address:

Retailer's Name and Address:

Service Contract Number:

**Thank You for Your Purchase
THIS IS NOT A BILL!**

PRODUCT COVERED BY THIS SERVICE CONTRACT DESCRIPTION MAKE/MODEL		MODEL NUMBER	TYPE OF COVERAGE	CONTRACT START DATE	CONTRACT EXPIRATION DATE, IF ANNUAL COVERAGE
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual		

LOCATION WHERE SERVICE WILL BE PERFORMED	PRODUCT PURCHASE PRICE	SERIAL NUMBER	CONTRACT TERM	PRODUCT PURCHASE DATE
<input type="checkbox"/> Mail <input checked="" type="checkbox"/> Authorized Repair Center			Monthly	

SERVICE CONTRACT PRICE	MANUFACTURER'S WARRANTY DATE	MAXIMUM NUMBER OF REPLACEMENTS <i>(within a twelve (12) month period beginning on the date of loss of the first replacement under the program)</i>	DEDUCTIBLE
<input type="checkbox"/> \$5.99 <input type="checkbox"/> \$9.99 <input type="checkbox"/> \$11.99		(2) REPLACEMENTS	<input type="checkbox"/> \$50.00 <input type="checkbox"/> \$75.00 <input type="checkbox"/> \$100.00 <input type="checkbox"/> \$150.00

THIS SERVICE CONTRACT PROVIDES SERVICES DURING THE MANUFACTURER'S WARRANTY TERM, IT DOES NOT REPLACE IT (MANUFACTURER'S WARRANTY), ALTHOUGH IT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS NOT PROVIDED BY THE MANUFACTURER'S WARRANTY DURING ITS TERM.

This service contract is issued in conformance with the terms and conditions of the service request submitted by you. In consideration of the services performed or available hereunder, you agree to pay the amounts prescribed in your order and specified above. This service contract must be made available for inspection when you require service. You must notify in writing to the above referenced address if your address changes.

For service under this contract, contact the phone number listed below:

1-877-677-2527

**THIS SERVICE CONTRACT IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH
ON THIS PAGE AND THE ENCLOSED TERMS AND CONDITIONS.
PLEASE READ THEM CAREFULLY.**

TERMS AND CONDITIONS

“You” and “Your” indicates the service contract holder and purchaser of this service contract, as shown on the Schedule Page.

“We”, “Us”, and “Our” indicates the provider, Assurant Services of Puerto Rico, Inc., Plaza Scotiabank #273 Ponce de León Ave., Suite 1300, San Juan PR 00917-1838.

TERM: Protection starts on the Contract Start Date as shown on the Schedule Page. If Your billing option of this service contract is monthly, the term of this service contract is renewed by Your payment of the monthly charge. If the monthly charge is not paid, coverage will terminate.

WHAT IS COVERED: Service performed hereunder shall consist of labor and parts necessary to restore or replace Your wireless product and similar wireless equipment as listed on the Schedule Page to normal operating condition, up to the maximum number of replacements established in the Schedule page, within a twelve (12) month period beginning on the date of loss of the first replacement under the program.

REPLACEMENT OPTION: At Our option, We may replace Your covered product with a new or refurbished product of like kind and quality if We are unable to repair Your product, or where the cost for repair may exceed the current retail replacement value of Your covered product. The price of the replacement product shall not exceed the retail purchase price of the original covered product. The new product replacement will automatically be considered as covered property under this Contract, except where You opt to cancel Your Contract, in such case We will proceed as stated in the Cancellation section of this document. The maximum number of replacements specified in the Schedule Page will be reduced by each covered product replacement performed under another wireless protection program, regardless its warranty or insurance protection. If We replace Your covered product, the original product will become Our property.

PARTS NON-AVAILABILITY: In the event that replacement parts needed for repair cannot be attained within a period of thirty (30) days, We will proceed as stated in the “REPLACEMENT OPTION” section of this contract. In neither event shall the retailer and/or provider be liable for any damages as a result of the unavailability of replacement parts.

ACCIDENTAL DAMAGE: The service contract provides protection against accidental damage to the covered product (for example: falling off Your hands, or a car, or water damage) resulting from the handling of such product and that is not intentionally caused by You.

IF YOU NEED SERVICE: To locate or arrange for service, **call the toll free number on the Schedule Page.** We will select an Authorized Repair Center which will contact You to arrange for Your service. You should contact Us if the completion of Your repair is not satisfactory.

TYPES OF SERVICE AND SERVICE LOCATION: Service can be provided in an Authorized Repair Center (Carry-In Service) or Vendor’s location, or by mail.

In the event You purchased service in an Authorized Repair Center (Carry-In Service), as indicated in the Schedule Page, repairs will be performed at an Authorized Repair Center. You are responsible for the delivery of Your product to the repair center for performance of the repairs and for pickup of the product following completion of the service work. Should You be required to ship a product to an Authorized Repair Center, You will be responsible for any shipping charges incurred.

In the event service is by mail, the repair or replacement will be provided by standard mail. We will ship you a postage paid shipping labaled box with the instructions for You to return the Product to a authorized repair center, at no cost to You.

AVAILABILITY OF SERVICE: Service will be available Monday through Saturday 9:00am – 9:00pm local time.

DELAYS: We shall not be liable for any damages arising out of delays; and in no event shall We be liable for consequential damages. In the event Your repair requires more than thirty (30) days to complete, the expiration date of Your service contract will be extended by the repair time in excess of thirty (30) days, except when parts needed for repair cannot be attained, in which case We will proceed as stated in sections “PARTS NON-AVAILABILITY” and “REPLACEMENT OPTION”.

PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor’s inventory of new or rebuilt parts and components.

MANUFACTURER’S WARRANTY: During the manufacturer’s warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer’s warranty. If You should call for service on an item covered under the manufacturer’s warranty We will refer Your call to the manufacturer.

WHAT IS NOT COVERED: (1) Parts, units, components, batteries, or subassemblies of the product that are covered by the manufacturer's, dealer's, or repairer's warranty; (2) service costs where it has been determined that repairs were not necessary; (3) merchandise that does not have a limited warranty; (4) any accessory, other than accessories included at no extra cost in Your wireless equipment purchase package, unless such accessory is listed on the Schedule Page; (5) any antenna connected to or used with the covered product; (6) property held in inventory or property held as Your stock in trade; (7) used products or products that do not have a manufacturer's warranty; or (8) injuries to a person or damages to property caused by any covered or non-covered part.

SERVICES NOT COVERED: This service contract does not cover service, maintenance, repair, or replacement necessitated by any loss or damage occurring prior to the issuance of this service contract and resulting from (1) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, abuse, neglect; (2) unauthorized repair by others; (3) lack of manufacturer's recommended maintenance; (4) any commercial use or use other than that of a personal, domestic, or household nature unless otherwise selected on Schedule Page; (5) inherent design defect in the product; (6) rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft or burglary, negligence, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, any intentional acts caused by You, power reductions or fluctuations, lightning, flood, malicious mischief, civil commotion, arson or explosion. IN NO EVENT SHALL THIS SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. This service contract does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product from the manufacturer. This service contract does not cover repair or replacement caused by defects that existed prior to this contract purchase.

WHAT YOU MUST DO: Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product is Your responsibility.

CANCELLATION:

- a. You may cancel this contract at any time for any reason by mailing a request for cancellation and the original copy of this contract to the Us. If You cancel within ten (10) days of delivery or twenty (20) days from the date of mailing of this service contract, and have not made a claim under the contract, You will receive a refund in the amount of one hundred percent (100%) of the contract purchase price.
- b. If Your billing option is annual and You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under the contract You will receive a refund based on the remaining term of Your contract and taking into consideration the term of the original manufacturer's warranty of Your product that has not yet expired. The method that We will use to calculate the earned amount will be determined using the lesser of the following: (1) If the portion of the earned pro rata rate is greater than the multiplied ratio of \$65.00 over the elapsed term (in years) before the manufacturer's warranty expires, We will retain the product of this ratio as the earned rate; or (2) If the portion of the earned pro rata rate is smaller than the multiplied ratio of \$65.00 over the elapsed term (in years) before the manufacturer's warranty expires, We will retain the earned pro rata rate.

If Your billing option is monthly and You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under this contract, We will refund the unearned amount of the charge.

A 10% penalty per month shall be added to a refund, added to the total purchase price, if we do not pay the refund within thirty (30) days after We receive from You the request for cancellation and the original copy of the contract.

- c. We may cancel for (1) nonpayment; (2) material misrepresentation; or (3) fraud. If We cancel, We shall mail written notice at least fifteen (15) days prior to the effective date of cancellation and You shall be refunded as described in item b. of this section.
- d. If this contract was inadvertently sold to You on a product which was not intended to be covered by this contract, We will have the right to cancel during the enrollment period and if during this same period You have not made a claim a claim under the contract. We will return the full purchase price of the contract to You. If a claim has been made, We will proceed as described in item b. of this section.

DEDUCTIBLE: If Your service contract has a deductible it will be specified in the Schedule Page and You are responsible for payment of that deductible each time a repair or replacement is completed. Payment is due to Us.

REPEAT SERVICE: If Your product requires service more than once within a sixty (60) day period, it must be completed by the original Authorized Repair Center.

TRANSFER: This service contract is not transferable.

SPECIAL PROVISION: Obligations of Assurant Services of Puerto Rico, Inc. under this service contract are guaranteed under a service contract reimbursement insurance policy. If Assurant Services of Puerto Rico, Inc. fails to pay or provide

service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company, Caribbean American Property Insurance Company, at the following address 273 Ponce de León Ave. Suite 1300 San Juan, PR 00917-1838, or call the Toll Free number at 1-800-981-8888.