# **PERFORMANCE SERVICE PLAN**

# 5-Year Parts & Labor Coverage

~	Product	SKU
	Major Appliances	
	Top/Bottom Mount Refrigerator	4225582
	Dishwasher	4225617
	Dryer	4225671
	Laundry Pair/Stackable	4225635
	Range	4225573
	Side by Side Refrigerator	4225591
	Washer	4225662
	Freezer	4225644
	Kitchen Package (refrigerator, range & dishwasher)	4225608

# 3-Year Parts & Labor Coverage

/	Product	SKU
	Major Appliances	
	Compact Refrigerator (Carry-In)	4221595
	Top/Bottom Mount Refrigerator	4225109
	Dishwasher	4225207
	Dryer	4225458
	Laundry Pair/Stackable	4225396
	Range	4225074
	Side by Side Refrigerator	4225154
	Washer	4225449
	Freezer	4225421
	Wine Cooler/Beer Dispenser	7193299
	Kitchen Package (refrigerator, range & dishwasher)	4225289

Customer Information	
NAME:	
ADDRESS:	
PHONE:	

NAME OF NEW OWNER:

SIGNATURE OF ORIGINAL OWNER:

The Plan is transferable to another owner for the product identified by serial number on this validated Performance Service Plan. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner.

NATIONWIDE SERVICE
1-888-BESTBUY (2 3 7-8 2 8 9)



BestBuy.com®

# **BENEFITS**

## Normal Wear and Tear/Usage

Complete coverage if your product fails due to normal wear and tear/usage.

## **Power Surge Protection**

Covers product damage due to power fluctuation or surge.

#### Nationwide Service

For in-home service on all applicable products call

#### 1-888-BESTBUY

#### Transferable

Increases resale value. Great when given as a gift.

#### No Lemon Policy\*

If your product requires more than three repairs, Best Buy will provide for a replacement. \*See reverse side for Terms & Conditions.

Purchaser Recor
Brand/model/serial n
CASH REGISTER ENDORSE

EMENT/VALIDATION:

PLAN PRICE:

PURCHASE DATE:

EXPIRATION DATE:

This is a legal contract. By purchasing it, 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.

EMPLOYEE	NAME:
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REV. 91641 (9/06)

1950-0111088



# PERFORMANCE **SERVICE** PLAN





**APPLIANCE PRODUCTS** 

AIG WarrantyGuard, Inc. 300 South Riverside Plaza, Chicago, Il 60606-6613 1-888-237-8289

See inside for Terms and Conditions.

Sample Terms and Conditions. To receive a copy of the terms and conditions you received with the purchase of your service contract please call 1-888-B STRUY (1-888-237-8289).

**TERMS & CONDITIONS** 

Sample Terms and Conditions. To receive a copy of the terms and conditions you received with the purchase of your service contract please call 1-888-BESTBUY (1-888-237-8289).

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### Parts & Labor Coverage 5- or 3-Year Plan

Throughout this Performance Service Plan ("Plan") the words "we," "us" and "our" refers to AIG WarrantyGuard, Inc. ("AIGWG"), the Obligor and Administrator of this Plan. AIGWG can be contacted at 300 South Riverside Plaza, Chicago, Il 60606-6613, (800)250-3819.

"Best Buy" refers to Best Buy Stores L.P. The words "you" and "your" refer to the purchaser of this Plan.

The sales receipt containing the length of the service contract, commencement date and product identification constitute the entire agreement.

This is a legal contract. By purchasing it, 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.

Service and Coverage: To arrange nationwide factory authorized in-home service on major appliances, call 1-888-BESTBUY, 24 hours a day, 7 days a week. All other Plan repairs will be performed on a carry-in basis and must be arranged through a Best Buy store or service center. Repairs or replacements will be performed at our discretion by a Best Buy service center or authorized third party servicer.

- Coverage under this Plan expires three (3) or five (5) years from the original product purchase date as stated on your purchase receipt.
- 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 the manufacturer's benefits
  as well as certain additional benefits listed within the Plan's terms and conditions.
- In some cases, you may be required to ship your product for repair at our cost.
- Products, including those within the original manufacturer's warranty period, may be replaced with
  a new or rebuilt comparable product that meets the manufacturer's specifications of the original
  product, or you will receive a reimbursement (including but not limited to a check, voucher or gift
  card) in an amount equal to the original product's purchase price at our discretion.
- Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the
  factory specifications of the product at our option.
- This Plan covers manufacturer's defects in materials and workmanship that are the result of normal usage.
- This Plan provides complete power surge protection from the date of purchase on the product covered.
- This Plan provides pixel repair based upon the manufacturer's guidelines.
- This Plan provides coverage for product failures due to dust, internal heat, internal humidity/condensation and normal wear and tear.
- International coverage is available on a limited basis. For details call 1-888-BESTBUY.
- We are not responsible for personal items left in the product to be repaired.
- No deductible applies to this Plan.
- Some products may need to be removed from the home to be repaired.
- You must provide a safe, non-threatening environment for our technicians to receive service.
- In some situations we may require you to secure your replacement product with a credit card number until we receive the defective product from you. If we do not receive your defective product your credit card may be charged the value of the replacement.

#### **Product Specific Benefits:**

- Plans for conventional washers include three (3) or five (5) years of protection beyond the manufacturer's warranty for the transmission or drive motor for front-loading washers (parts only).
- Plans for refrigerators and freezers include up to a \$200 food spoilage allowance per service repair.
   You are required to submit an itemized food list for each food spoilage claim. Food spoilage claims must be verified by an authorized service technician.
- Three (3) or five (5) years of protection beyond the manufacturer's warranty are provided for the compressor (parts only).

**Purchaser Records:** You must have this validated Plan and all original receipts to receive any product replacements, exchanges or voucher credits.

**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, manufacturer's delays, product availability, shipping, or Acts of God.

Manufacturer's Responsibilities: Products, accessories, and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

**No Lemon Policy:** After three (3) service repairs have been completed on an individual product and that individual product requires a fourth (4th) 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 new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. 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. The original product and purchase receipts must be returned to Best Buy 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, ice makers, computer keyboards, speakers, non-consumable laptop battery or mouse repairs/replacements, computer software related problems and repairs done outside the U.S.A. are not considered repairs for the purposes of the No Lemon Policy. This benefit does not apply to Renewal PSPs.

General Exclusions: This Plan does not cover repairs due to damage caused by accidental damage, intentional physical damage, external condensation/humidity, fire, viruses, loss or damage to stored data, or computer hardware that is added after the original purchase, spilled liquids, insect infestation, rodents, misuse, abuse, altered or missing serial numbers, rust or damage caused by non-authorized repair personnel. Also not covered are replacement costs for lost or consumable parts (knobs, buttons, bags, belts, etc.) cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs.

- This Plan is not available or valid on products used for commercial purposes (multiuser organizations), public rental or communal use in multifamily housing.
   Use of a product for these purposes will void this Plan, unless noted specifically as a commercial Plan on the original purchase receipt.
- This Plan excludes products that are not listed on this Plan, including products attached to the covered product.
- This Plan does not cover consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, downtime and charges for time and effort.
- This Plan does not cover any fees related to third party contracts; "no problem found" diagnosis; image burn; pre-existing conditions; cleanings and alignments unless otherwise noted; loss and/or theft; Acts of God; cracked or physically damaged screens.
- This Plan is fulfilled when a product is replaced after the expiration of the manufacturer's warranty.
- This Plan does not cover batteries unless expressly provided for herein.
- This Plan does not cover any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall.

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement or (4) the price that you paid for the product as indicated on your receipt. The total liability under this Plan is the purchase price you paid for the product; in the event that the total of all authorized repairs exceeds the purchase price paid for the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

**Renewable:** Most Plans are renewable at the expiration of this Plan. Renewal terms and conditions may vary from this Plan. Renewal inquiries or purchases can be made by calling 1-888-BESTBUY.

**Transferable:** This Plan is transferable to another owner for the product identified by the serial number on this validated Plan. There are no restrictions provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner. Call 1-888-BESTBUY or visit your nearest Best Buy store.

No cancellation fee applies to this Plan.

Cancellation: This Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair of covered equipment shall 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 sending to us notice of cancellation: (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.

Mail cancellation request along with this document and all original receipts to:

Performance Service Plan P.O. Box 9312 Minneapolis, MN 55440-9312 ATTN: Customer Care

Cancellation requests by you, which are processed via the mail request, may take up to 4 - 6 weeks for completion.

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, OK, NV, NH, NI, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by an 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 an 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.

#### 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. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

CALIFORNIA RÉSIDENTS: 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 this Plan, 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. National Electronics Warranty Corporation ("NEW") is the administrator. NEW can be contacted at: P.O. Box 1543, Ashburn, Virginia, 20146-1543.

**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: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. **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.

NEW MEXICO RESIDENTS: 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.

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. Best Buy 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 (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, they 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 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 (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. UTAH RESIDENTS: NOTICE. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. 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. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation

WASHINGTON RESIDENTS: You may apply directly to the insurance company.
WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE
WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be
cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced
by your failure to obtain such authorization. We will not exclude unauthorized repair of the
covered equipment, unless we are prejudiced by your failure to obtain such authorization.
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.