



CONGRATULATIONS on protecting your new appliance investment with:

## The Excelsior™ Service Experience for Appliances

Invoice #: \_\_\_\_\_ Date: \_\_\_\_\_

Service : 1-800-661-7313 service@soswarranty.com

SOS Warranty Services Inc. commits to the owner of the new appliance(s), for residential use only, that it will provide the coverage as outlined, according to these terms and conditions, depending on the coverage purchased whether a 3 or 5 year Excelsior™ Service Plan.

### DEFINITION OF SERVICES

In consideration of payment of the Excelsior™ Service Plan price and the coverage term (3 or 5 years) purchased by the plan owner, as identified in the corresponding invoice, should the appliance covered by this Service Plan become inoperable due to a defect in material or workmanship or is covered under the BONUS coverage of the specified appliance, SOS Warranty Services Inc. will either repair or replace the unit or any part(s) of the unit with a similar or comparable unit or part(s), up to the original purchase price of the item before taxes, during the term of the selected plan and subject to the terms and conditions set out herewith.

1. The amount payable for the replacement or repair(s) will not exceed the original purchase price (before taxes) of the covered appliance. The coverage for all Excelsior™ service plans is for parts and labour, except in cases where the appliance or its parts are still under the manufacturer's warranty.
2. SOS WARRANTY SERVICES INC. also agrees to reimburse the plan owner for frozen food spoilage, up to a maximum of \$250 per contract period, for the freezer section only of a refrigerator and up to a maximum of \$500 per contract period for a stand-alone freezer should the appliance cease operating as a result of mechanical failure, not power shortages.
3. SOS WARRANTY SERVICES INC. further agrees to provide service for special BONUS coverage for specific items including:
  - i. For Dishwasher, bonus coverage of 1 time repair for a broken cutlery basket;
  - ii. For Refrigerator and Freezer, bonus coverage of up to 2 time repair for broken shelves and drawers;
  - iii. For Stove, Range, Small Oven and Cooktop, bonus coverage of 1 time repair for broken doors and shelves, up to 6 time repair for broken drawer wheels, and up to 6 time repair for broken temperature control knobs.
4. Service must be necessitated by product failure during normal, non-commercial usage. It shall be at the sole option of SOS WARRANTY SERVICES INC. whether parts will be replaced as opposed to being repaired. To be eligible for coverage under this plan, the covered appliance must be purchased "new" and be covered by an original manufacturer's warranty of at least 90 days. To qualify for service, the owner of this service plan must provide the original invoice for the appliance, which indicates the service plan number.
5. The total combined coverage period of this plan and the original manufacturer's warranty, including appliances that come with the SIGNATURE Service Plan, shall not exceed the period specified under the selected plan (3 or 5 years). In the case where the manufacturer's warranty is less than one (1) year, the total service plan term will be for the period specified under the selected plan, less the manufacturer's warranty period. For appliances that have a manufacturer's two (2) year warranty or more for both parts & labour, the total combined coverage of the selected plan will be extended by one (1) year. The service plan period on remote controls is limited to one (1) year against defects in quality of materials or workmanship and does not cover misuse or preventable damage.
6. Service will be provided under this plan at an authorized service center designated by SOS WARRANTY SERVICES INC. All products to be serviced must be delivered to and picked up from, at the owner's expense, the designated service center unless in-home service is specified. Parts, at SOS WARRANTY SERVICES INC.'s discretion, may be replaced with new, refurbished, or non-original manufacturer's parts of like kind and quality that perform to the factory specifications of the product. Service at authorized service centers will be provided during normal business hours.
7. In the event that the plan owner requires in-home service and the plan owner fails to keep an in-home service appointment, the plan owner will be responsible for paying the cost of the service call based on the prevailing rate within the industry at the time of the service request. Major appliances, over the range microwave ovens and built-in appliances covered by an in-home manufacturer's warranty shall receive in-home service under the EXCELSIOR™ Service Plan. In the case of in-home service, the plan owner must provide a safe, non-threatening environment, as determined solely by the authorized technician, in order to receive service.
8. SOS WARRANTY SERVICES INC. cannot be held responsible should the original manufacturer cease operations and/or parts become unavailable. In such cases, SOS WARRANTY SERVICES INC.'s sole liability will be to make available a comparable feature product of current production, based on the terms and conditions of the type of service coverage purchased by the original plan owner.

### 3 EASY WAYS TO MAKE A SERVICE CLAIM... 24 / 7 accessibility to service claim registration

Have your invoice number readily available and do one of the following within 14 days of noticing an applicable covered issue:

1. Go to [www.excelsiorservice.com](http://www.excelsiorservice.com) and follow the prompts/buttons (ENGLISH – SUBMIT – CANADA – REGISTER NOW). Submit your claim by creating an account, registering the coverable items and then completing all the required fields on the submit a claim form including a photo if possible; or
2. Contact our Customer Care Department at 1-800-661-7313, press option 2 and then option 1 to reach your dedicated customer service specialist, who will be more than happy to start the claim process with you. Our call center is open on regular business days Monday to Friday 9am to 5pm eastern time. All other hours, we would recommend using option 1 or option 2 from above or emailing your service specialist at [service@soswarranty.com](mailto:service@soswarranty.com)
3. You can also e-mail us directly at [service@soswarranty.com](mailto:service@soswarranty.com)

At a certain stage in the service process, the owner of this service plan may be required to provide proof of purchase in the form of the original invoice, which provides relevant information about the item being serviced and details on the manufacturer that may expedite the time delay required to provide service. Additionally, the owner agrees to reasonably cooperate with SOS Warranty Services Inc. and / or Phoenix A.M.D. International Inc. in their efforts to perform their obligations under this service plan. The owner of this service plan acknowledges and agrees to allow SOS Warranty Services Inc. and / or Phoenix A.M.D. International Inc. to share the service plan information including registered information about the owner of the service plan, with the retailer where the original purchase was made. The owner of this service plan also acknowledges that Phoenix A.M.D. International Inc. may use the owners contact information to share updates and new product information that may be of interest to the owner.

### Lemon Clause

Under the Excelsior™ plans, if the same part(s) of the appliance has been replaced three (3) times and if the part should fail a fourth time, as determined by an authorized service technician, SOS WARRANTY SERVICES INC. will replace the unit with a similar or comparable unit (up to the original retail amount before taxes).

### Transferable

This service plan is transferable from owner to owner without charge by phoning 1-800-661-7313. To qualify for service, the new owner must provide the original invoice for the appliance, which indicates the service plan number, as well as a letter from the original owner confirming transfer of ownership.

### Renewal

This service plan may be renewable prior to reaching its expiration date. If applicable, the plan price quoted will reflect the age of the product and the current service costs at the time of the renewal. The plan owner agrees to allow SOS WARRANTY SERVICES INC. to provide their name and address to a third party for the purpose of offering to renew or extend the plan.

### Limit of Liability

ONCE THE ORIGINAL APPLIANCE COVERED BY THIS SERVICE PLAN HAS BEEN REPLACED OR HAS INCURRED REPAIR EXPENSES EQUAL TO THE ORIGINAL PURCHASE PRICE BEFORE TAX, AS A RESULT OF A CLAIM(S) AGAINST THIS SERVICE PLAN, THIS PRESENT SERVICE PLAN WILL BE DEEMED AS HAVING FULFILLED ITS OBLIGATIONS TO THE ORIGINAL ITEM PURCHASED.

The maximum liability of the plan will be for "parts and labour coverage" and no more than the original purchase price of the original appliance before taxes as per the corresponding invoice. In the event of replacement, the owner may be given the option to purchase a new service plan for the replaced item. SOS WARRANTY SERVICES INC. is not responsible for any personal items left in the appliance to be repaired.

### General Exclusions

The following are specifically excluded from coverage under the terms of the Excelsior™ Service Plans:

- a. Loss or damage resulting from the failure to perform manufacturer recommended maintenance. The plan owner shall perform all maintenance recommended by the manufacturer to maintain the product in good operating condition. Appliances and/or parts that remain subject to manufacturer's warranty are not covered by this service plan and are the sole responsibility of the plan owner and the original manufacturer. If a request for service is made, and the unit and/or its parts are still under a manufacturer's warranty, the plan owner is responsible for paying the cost of the service call based on the prevailing rates within the industry at the time of the service call, including, but not limited to, any charges for parts, labour and mileage expenses incurred if applicable.
- b. Loss or damage resulting from the product being used for purposes other than those it was designed for. This plan applies only to the operation of the specified product for the purpose and under conditions for which it was designed.
- c. Loss or damage resulting from misuse, mishandling or abuse, including, but not limited to, accidental or intentional physical damage, spilled liquids, or use of cleaning products or other products not recommended by the manufacturer.
- d. Loss or damage resulting from external causes such as, but not limited to, defective or inadequate wiring, outages as a result of public utility company action or inaction, fire, flood, windstorm, hail, lightning, earthquake, theft, or connection to other products not recommended for interconnection by the manufacturer of the product covered under this service plan.
- e. Any damage caused by or subsequent to scratches, dents, chipping, burns, discoloring / yellowing / fading, deterioration of appearance, general soiling, stains, damage due to poor maintenance, animal damage, fraud, abuse, hostilities, confiscation by authorities, risk or contraband, illegal activities, normal wear and tear, radioactive contamination, insect infestation, inherent defect, consequential damage, bodily injury or property damage to third parties, punitive damage and legal fees, and any exclusions as stated in the product(s) manufacturer's warranty terms and conditions.
- f. Loss or damage due to breakage of non-mechanical components that do not prevent the mechanical operation of the unit, other than those included in BONUS coverage. These components include, but are not limited to, trim, hinges, knobs, handles, door liners, shelving, and drawers and include scratching, cracking, splitting, and warping or buckling of cabinets or enclosures.
- g. Loss or damage due to rusting of any surface or components.
- h. Repair, replacement, or cleaning of light bulbs, fuses, filters, shelving, drawers, batteries, cables, or any add-on devices or peripherals are not eligible for service, with the exception of the bonus coverages described below. Nothing herein shall obligate SOS WARRANTY SERVICES INC. to repair or replace parts normally designed to be replaced periodically by the plan owner during the life of the product.
- i. Repair, replacement and labour charges which are covered under any other existing warranty, contract or insurance policy.
- j. Appliances used for commercial applications, whether or not this use is in the plan owner's residence, are not eligible for service.
- k. All software and data recovery are not covered by this plan.
- l. Glass cleaning is not covered by this plan.
- m. Consequential damages or loss of use resulting from the failure of the product or from SOS WARRANTY SERVICES INC.'s inability or delay to make the necessary repairs.
- n. Work performed by an unauthorized person.
- o. Pair/set and stackable laundry units clause: In case of loss or damage to any consumer product(s) which are part of a pair or set, the measure of loss or damage to the product shall be a reasonable and fair proportion of the value of the set, but in no event shall the loss or damage be construed to mean total loss of the set or pair which includes stackable laundry units.
- p. Installation or un-installation of the appliance requiring repairs or replacement is not covered under this service plan.

### "NO FAULT FOUND"

In the event that the plan owner requests a service call and that:

- a. the authorized technician finds that the appliance or its parts are still under the manufacturer's warranty; or
- b. if the technician finds no problem with the appliance or its parts; or
- c. the technician determines that the problem found with the appliance or its parts is not covered under the terms and conditions of this service plan, the plan owner will be responsible for paying the cost of the service call based on the prevailing rate within the industry at the time of the service request including, but not limited to, any charges for parts, labour and mileage expenses incurred if applicable.

### REIMBURSEMENT OF MONIES

IN THE EVENT THAT THE PLAN OWNER REFUSES TO PAY ANY MONIES OWED TO SOS. WARRANTY SERVICES INC. OR THE TECHNICIAN DISPATCHED BY SOS WARRANTY SERVICES INC. BASED ON THE TERMS AND CONDITIONS SET OUT HEREWITH, THE PRESENT SERVICE PLAN WILL BE TERMINATED, WITHOUT ANY REIMBURSEMENT TO THE PLAN OWNER.

### RESPONSIBILITY OF PLAN OWNER

The purchaser of the appliance covered by this service plan is entirely responsible for:

- a. operating the appliance in accordance with the manufacturer's instructions;
- b. performing routine maintenance as recommended by the manufacturer; and
- c. performing all necessary servicing and repairs not covered by this service plan. FAILURE TO COMPLY WITH THESE CONDITIONS WILL VOID COVERAGE. The owner shall reasonably cooperate with SOS WARRANTY SERVICES INC. in their efforts to perform their obligations under this agreement. Unauthorized repairs may void this agreement. If repairs are denied under the terms and conditions of this plan, the plan holder will be responsible for all costs that are incurred. You may be directed to a factory authorized service center. The plan owner may be asked to return the damaged goods at their own expense.

### LEGAL SUBROGATION IN CASE OF REPLACEMENT

In the case where, for whatever reason, SOS WARRANTY SERVICES INC. was to replace the item purchased under this agreement, the owner agrees by this present agreement, to transfer the ownership of said item to SOS WARRANTY SERVICES INC. and agrees as well that SOS WARRANTY SERVICES INC. will be subrogated in all the rights of the original owner.

### ENTIRE AGREEMENT

These terms and conditions set forth the entire agreement between the parties and any representation, promise or condition, whether oral or written, not contained herein shall not be binding upon the parties.