



# Summary Page

## Customer Information

Customer Name:	Fort Thomas Independent School District	Agreement Prepared by:	Timothy Oesterreich
Address:	28 North Ft Thomas Ave	(Phone):	602-410-8765
	Fort Thomas, KY 41075	(e-mail):	toesterreich@gocare.com

## Protection Plan Summary

Device	Coverage Details	QTY	Price per unit	Sub Total
Apple MacBook Air MJVE2LL/A 13.3-Inch Laptop 128 GB	Term length:1 year   Coverage type: Extended Service (Warranty) + Accident Protection (Full)   Deductible: ES/ADH: \$25	1,750	\$ 57.51	\$ 100,642.50
<b>Grand Total:</b>				<b>\$ 100,642.50</b>



# Service Agreement

## Customer Information

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Address:	28 North Ft Thomas Ave	(Phone):	602-410-8765
	Fort Thomas, KY 41075	(e-mail):	toesterreich@gocare.com

## Protection Plan Summary

Plan term:		Customer #:	421344410
Activation date:	07/01/15	PO #:	
Expiration date:	07/01/16		
<b>Coverage:</b>	Extended Service Plan (Warranty) Accidental Damage	Pricing, deductibles and costs are listed on the summary page.	

## Additional terms and conditions

DEP device value is \$900. This value may decrease, depending on future Apple DEP pricing or if you are no longer required to purchase replacements through the DEP program.

## Service Agreement Acceptance

Recipient signature: _____	GoCare signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signed Date: _____	Signed Date: _____

This service agreement consists of the protection plan and its benefits, terms and conditions, pricing and deductibles. By signing this service agreement, you agree that you have read, understood and accept the service agreement, benefits, terms and conditions (below), and summary page with pricing (separate).



# Service Agreement

## GOCARE PROTECTION PLAN TERMS & CONDITIONS

Keep these Terms & Conditions with the Service Agreement You received when You purchased Your Protection Plan. This information will serve as a valuable reference as to what is covered by the Service Agreement.

**Obligor:**

GoCare Warranty Group, Inc.  
3240 N. Colorado Street, Suite 101  
Chandler, AZ 85225

In Oklahoma and Florida:

Lyndon Southern Insurance Company  
10151 Deerwood Park Blvd., Bldg  
100, Suite 300  
Jacksonville, FL 32256

**Insurer:**

Lyndon Southern Insurance Company  
10151 Deerwood Park Blvd., Bldg 100,  
Suite 300  
Jacksonville, FL 32256

In California:

Dealers Assurance Co.  
3518 Riverside Drive, P. O. Box 21185  
Upper Arlington, OH 43221

### 1. DEFINITIONS

- “You” and “Your” refers to the customer as listed in the Service Agreement.
- “Abuse” means to wrongfully use, to misuse or neglect the device, whether by the customer or by another member of the household or by someone else who is allowed to handle or use the device.
- “Accident” means damage affecting the normal operation of the device due to an incident that was not reasonably preventable.
- “Administrator” means GoCare Warranty Group, Inc. or a GoCare representative, appointed to administer this membership agreement.
- “Cash Settlement” is an amount paid by check or electronic payment that is intended to satisfy a replacement claim by providing You an amount that We deem sufficient to obtain a comparable replacement device, that may be New, Pre-owned or Refurbished, of comparable features and functionality.



- “Check” is defined as any promise to pay from a consumer or business checking account. These promises may come in the form of a paper check, demand draft, ACH, EFT, debit/credit, wire transfer, automated payment or any negotiable instrument.
- “Coverage Amount” is the maximum amount We will spend for a replacement device or Cash Settlement, which may be specified on the Service Agreement.
- “Covered Product” or “Covered Device” as used in this Agreement, means any device(s) listed on the Service Agreement as having active protection.
- “Coverage Term” is the duration of coverage listed in the Service Agreement, determined by the start and end date.
- “Customer” means the person or entity that the Administrator has documented as being the owner of the protection plan.
- “Deductible” means the fee You must pay if You file a claim.
- “Failure” means a permanent Mechanical or Electrical Failure of Covered Product, with the inability to consistently operate due to a faulty part or workmanship, when operated according to the manufacturer’s instructions. This excludes intermittent issues.
- “Loss ratio” is defined as the total cost of claims paid divided by the total earned premium.
- “Normal Use” means using Your device in a manner that is proper, careful, protective and in accordance with any equipment usage guidelines provided by the manufacturer of Your device.
- “Obligor” means the company obligated under this plan.
- “Purchase Price” means the amount you paid for the protection plan, which is indicated on the Service Agreement provided to You at the time You purchased Your plan.
- “Recertified Devices” or “Re-certified Devices” means aesthetically and/or mechanically remanufactured or restored devices conforming to manufacturer specifications that come with a warranty for the remainder of the term of the Service Agreement with GoCare or at least a 90-day limited warranty from GoCare or another retailer or manufacturer.
- “Replacement Cost” is the amount that We would pay based on what it would cost to purchase the covered device(s) today, in new, re-certified or pre-owned condition, at our discretion, of like kind, quality and functionality.
- “Replacement Device” is a device that may be new, re-certified, or pre-owned, of like kind, quality, and functionality.
- “Service Agreement” is the entire document that provides the specific coverage details regarding the type of plan purchased, deductibles, device(s) covered, term, specials terms, and standard terms and conditions.
- “Service Facility” means the location or locations that are registered and serve as a repair facility for the Administrator.
- “Settle” or “Settlement” means to resolve or satisfy a claim by either cash, repair or replacement.
- “Term” means the protection effective date through protection termination date.
- “Term Year” means the one year anniversary date of when You purchased Your protection plan.
- “We”, “Us”, and “Our” mean the Company obligated under this Agreement, **GoCare Warranty Group, Inc.**, at 3240 N Colorado St. Ste 101, Chandler, Arizona, 85225, in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256], [(800) 888-2738], and in California where it is **Dealers Assurance Co.**, 3518 Riverside Drive, Upper



Arlington, OH 43221.

- “You” and “Your” refers to the customer as listed in the Service Agreement.

## 2. LIMIT OF LIABILITY

- a. The total amount that We will pay for any replacement or cash settlement shall not exceed the lesser of the Coverage Amount or Replacement Cost, unless specified in Your Service Agreement.
- b. There is no limit to the number of times we will repair or replace Your covered device(s). Comparable replacement devices will be eligible for continued coverage under Your plan.
- c. The limit of coverage for Your protection plan applies to all losses arising from any one event. If multiple devices are damaged from the same incident, Our total liability is equal to the replacement cost of any one device of the highest value involved in the incident that is currently covered under Your protection plan.
- d. We shall not be liable for any incidental or consequential 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.

## 3. REPLACEMENT AND PAYMENT OPTIONS

- a. When an identical device is no longer manufactured, not available or out of-stock, and a replacement device was not specified in the Service Agreement, we will issue a settlement for the lesser of the cost of a new, pre-owned or re-certified Replacement Device. In no event will we pay more than the limit of liability (see Section 2. Limit of Liability).
- b. If You purchase protection for a device and the coverage amount is less than what We can obtain a replacement for, You will receive a Cash Settlement up to Your coverage amount limit.
- c. If repair is not an option, We reserve the right to offer either a Replacement Device or issue a Cash Settlement.

## 4. WHEN COVERAGE BEGINS AND ENDS

- a. Coverage Term
  - i. Coverage begins on the activation date and concludes by the expiration date listed in Your Service Agreement.

## 5. WHAT IS COVERED:

- a. New and used devices listed in the Service Agreement are covered as long as they are 100% functional at the time You purchase protection, have not been modified and are not currently damaged. Any devices received for claim evaluation may be denied if previous repairs were not performed satisfactorily. Supporting documentation will be provided for any related denials.
- b. Accidental Damage from Handling (ADH) if listed in Your Service Agreement:
  - i. Damage from drops, liquid spills or submersion associated with the handling and use of Your Product.
- c. Mechanical Breakdown, if listed in Your Service Agreement::
  - i. Mechanical and electrical failures (when operated according to manufacturer's



- recommendations)
- ii. Defects in manufacturer's material or workmanship.
- iii. Failure due to a power surge or fluctuation (when operated according to manufacturer's recommendations)
- d. Specific details about the coverage You selected are provided in Your Service Agreement. For coverage exclusions, refer to **What Is Not Covered**.

## 6. HOW PROTECTION WORKS:

- a. **Repair:** When accidental damage or failure occurs, You must ship or bring Your device to the service location We specify after Your claim is approved.
- b. **Replacements:** If a replacement is made, we will take ownership of your original device and replace it with a new, pre-owned or re-certified device.
- c. **Cash Settlement:** We have the right, at our sole discretion, to settle any claim with a cash settlement. The settlement will be based on replacement cost or coverage amount, whichever is less, and the payment to You will settle Your claim in full. If Your Service Agreement states you are to receive a cash settlement based on Full Coverage Amount or DEP, in the event Your device is not repaired, You will receive a check or electronic payment for the exact amount listed on Your Service Agreement.
- d. Any device tracking and locking systems, such as "Find my iPhone" must be deactivated from the damaged device before any replacement or payment can be issued.

## 7. SERVICING YOUR DEVICE

- a. Claims can be filed at any time by accessing Your account at [www.gocare.com](http://www.gocare.com) using the Login/register link. Each question on the Claim Form must be answered with as much detail as possible. If you wish to file a claim over the phone, please call 1.855.462.2731 and one of our representatives will assist you in filing a claim.
- b. You will receive status updates, instructions, or requests for further information by email from our claims representatives while Your claim is in process. Please respond promptly to our communication to ensure your claim is not denied due to inactivity or insufficient information.
- c. We may provide a replacement or loaner device to You, prior to receiving Your damaged device, if so stated in Your Service Agreement. We may require a temporary hold on Your credit card and will release the hold once We receive Your damaged device.
- d. When your claim is approved, We will provide instructions for sending the damaged device to an approved repair facility for initial diagnostic testing. Customers requesting expedited shipping will be responsible for the fees associated with this service.
- e. We will return Your repaired device or replacement device to You using our standard shipping method. Customers requesting expedited shipping will be responsible for the fees associated with this service.
- f. We may request proof that Your phone had active service with Your carrier, during the 30 days prior to Your claim. We may request a copy of your last invoice or billing statement from You for verification. Failure to provide this, if requested, may result in denial of Your claim.



## 8. DEDUCTIBLES AND FEES

- a. Your Service Agreement will list whether deductibles are due at the time of claims filing or if they are invoiced monthly. If the deductible is due at the time a claim is filed, this must occur before Your claim can be processed.
- b. A claim should be filed immediately after an incident occurs. Claims must be filed within 30 days of any damage or failure to a device covered by Us, otherwise the claim for that particular device may be denied.
- c. Deductibles are shown on Your Service Agreement. All deductible payments are non-refundable.
- d. If You file a dispute or chargeback for any electronic payments You made to GoCare, any protection plans or claims You have active with Us will immediately be suspended until the dispute is resolved and removed. You will be charged a \$35 service fee for each dispute You file, regardless of the resolution of the dispute.
- e. When a check or electronic payment, hereinafter referred to as a check, is returned to GoCare, a \$35 service charge will be assessed. You have ten days from the date of the notice to make full payment by credit card or cashier's check. Any protection plans or claims You have active with Us will immediately be suspended until the payment is processed by Us.

## 9. REPAIRS

- a. We have designated repair facilities for the diagnosis and repair of Your damaged devices. Unless otherwise stated in your Service Agreement, Our Authorized Repair Facilities are the only repair options approved under your Service Agreement.
- b. We may choose, at any time, to have damaged devices sent to any of our Authorized Repair Facilities depending on repair times, parts availability or other factors.
- c. Some devices may require on-site repairs by an Authorized Repair Facility. We will notify You in this event and arrange the appointment at your location, during Your normal business hours. On-site service may require the transportation of your device to the Authorized Repair Facility's location to complete repairs.

## 10. YOUR RESPONSIBILITIES:

- a. All device serial numbers must be provided to Us within 14 business days of the effective date listed in your Service Agreement. If the devices have MEID or IMEI numbers, these must be provided as well. Photo verification may be required for devices whose serial numbers were not provided within 14 days of the effective date of coverage. Claims for devices with unreported serial numbers may be denied.
- b. Properly maintain, store and use your device according to the manufacturer's instructions.
- c. If a device is directly exposed to or damaged by liquid in any way, it should be turned off IMMEDIATELY. No attempt should be made to turn it on after it has been exposed to liquid. Report any exposure or damage to Us as soon as possible. If Your device has a removable battery, please remove it after any exposure.
- d. Claims must be filed within 30 days of an incident. Liquid damage claims must be filed within 7 days of the incident. You should **not** put Your device in rice, attempt to dry it out





- or try and get it to work. This may void Your protection for the device.
- e. You must send our Authorized Repair Facility Your device within 5 business days, following receipt of Our shipping instructions.
- f. You are responsible for evaluating Your repaired devices upon their return to You. Any workmanship claims related to a repaired device must be reported to Us within 10 business days.

#### **11. OTHER TERMS AND IMPORTANT INFORMATION:**

- a. As long as Your device is 100% functional with no prior problems, issues or damage, you may purchase protection for Your device, if available.
- b. This Service Agreement will not directly or indirectly benefit anyone other than the person or entity who purchased the protection. If this person or entity has assigned the covered device(s) to be used by others, this permission must be in writing from the person or entity who originally purchased the protection stating that the users authorized are permitted to be the beneficiaries of any claim settlement and not the entity or person who paid for the membership agreement.
- c. The terms and conditions contained in your Service Agreement are applicable at the time of purchase and shall be in effect for each plan. During the course of Your coverage, both You and GoCare will be obligated to adhere to these terms. Neither You nor GoCare may modify these terms, unless mutually agreed upon in writing.

#### **12. WHAT IS NOT COVERED:**

- a. Any product fraudulently described or materially misrepresented by You;
- b. Accidental damage including liquid damage, unless included with Your coverage as shown on your Service Agreement.
- c. Conditions that were caused by You intentionally, or known by You prior to purchasing this Protection Plan;
- d. Consumer replaceable or consumable batteries unless that specific coverage has been listed in your Service Agreement and purchased at the time of sale with your Protection Plan;
- e. Devices with removed or altered serial numbers, IMEI, MEID or other unique numbers, or any alteration to make the device appear to be the original covered device.
- f. 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);
- g. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data.
- h. Loss or damage related to transportation or shipping, when You pay for the shipping services.
- i. Loss or damage related to devices You improperly package for shipment or transportation.
- j. Customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis,





- non-intermittent issues that are not product failures;
- k. Pre-existing conditions or damage that occurred to Your device prior to the effective date of Your protection plan, as listed in your Service Agreement. If You purchase protection or make a claim on a lost or stolen device or a device with a bad MEID or IMEI number, we will void your protection and you will be issued a refund.
  - l. Failures related to cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception).
  - m. Claims for devices with a damaged or missing SIM tray may be denied.
  - n. Accessories such as cases, headphones, chargers, power cords, dock stations, etc.
  - o. Any issues solely related to software or data. You are advised to backup your data if possible before sending in your device for repair, unless it experienced liquid damage.
  - p. Abuse, recklessness, neglect, illegal acts or damage caused by extreme sports or extreme activities. This includes abuse by a family member, friend or someone who used the device with or without Your knowledge or permission.
  - q. Claims made under any improperly or incorrectly purchased Protection Plan.
  - r. Any act done purposely that contributes to the damage of the covered device. .
  - s. Improper power supply, unauthorized repairs, opening of the device or removal of any part, except for user-removable batteries or sim cards, hardware modifications.
  - t. Cosmetic damage of covered device, however caused, that does not impact the mechanical or electrical function of the Covered device. This may include such things as scratches, marring, indentations, bent corners, discolorations or cracks in the housing, mid frame or casing.
  - u. Equipment that is received dismantled or that appears to have been taken apart prior to being shipped to Us will be considered intentional damage. Coverage for this device will end and any pending or active claims will be denied.
  - v. Claims resulting from misleading, willful concealment of information, misrepresentation of any material information or attempt to defraud us, either before or after filing a claim. This includes withholding information about the history of a device or not fully disclosing all material information relating to a claim.
  - w. Failure caused by cosmetic change (such as custom faceplates) changes enhancements in color, texture, finish, expansion, or contraction, or any modification that would void the manufacturer's warranty.
  - x. Damage or failure caused by gradual deterioration, insect or vermin, battery leakage or act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes).
  - y. Coverage purchased for a device located outside the continental United States.

### **13. REFUNDS AND CANCELLATIONS:**

- a. You must provide a Written notice of intent to cancel your plan 30 days in advance.
- b. A full refund will be issued to You if We receive Your written request to cancel Your protection plan within 30 calendar days from the effective date listed on Your Service Agreement. If claims have been filed during the first 30 days, the claims cost will be deducted from Your refund.
- c. Written requests of Cancellation received by Us 31 calendar days after the effective date



listed on Your Service Agreement are subject to the following:

- i. All outstanding deductibles, shipping charges, loaner device fees, or other approved fees will be deducted from Your refund.
- ii. You may continue to file claims until the plan cancellation date, however, all claim costs will be deducted from Your refund.
- iii. The standard monthly rate, listed in Your Service agreement will be used to calculate earned premium per device, per month (or partial month) for the term of Your plan coverage.
- iv. Refunds of unearned premiums are issued on a pro-rata basis less all discounts including prepayment of annual and multi-year protection plans, referral and promotional discounts.
- v. Refunds are calculated using the standard monthly rate listed in Your Service Agreement, divided by days in the year and multiplied by the number of days the plan was in effect. This total is subtracted from the total You paid for the plan, less any claims expense. Refunds are processed within 45 days.

*Example: 2 year iPad 2 Plan purchased at \$130  
30 day written notice provided to cancel at the end of month 6. Current monthly cost for iPad 2 Plan is 9.00. Current customer use of plan was 6 months, totaling \$54.00. No claims were submitted; a refund of \$76.00 is issued to the customer*

- d. We have the right to cancel Your coverage if Your loss ratio is significantly higher than expected or if We expect your loss ratio to exceed 100%.
- e. We have the right to cancel Your coverage for nonpayment, fraud, or material misrepresentation made by You or with Your knowledge in obtaining the policy, or in presenting a claim under the policy.
- f. If a Protection Plan was inadvertently sold to You for a product which was not intended to be covered by this Protection Plan, We will cancel the Service Agreement.
- g. If We cancel Your coverage, We will provide notice, We will settle any outstanding claims that have been approved, and calculate a pro-rated refund of Your premium. Notice of cancellation will state the effective date of cancellation and reason for cancellation. The termination of your coverage will be effective whether or not you have been paid the refund.
- h. If You are billed monthly and Your payment fails, You have up to one billing period to pay your outstanding balance. You will continue to accumulate billing charges during this period and any claims made during this period will not be approved until payment is received. If Your payment has not been received after one billing period, Your Service Agreement may be cancelled or suspended.

#### **14. SHIPPING:**

- a. Ground shipping is provided to and from Your primary location to Our Authorized Repair facility. Expedited shipping is available at an additional cost.



#### **15. EXISTING WARRANTIES:**

- a. If there is existing manufacturer's warranty coverage at the time of a claim, We may require that warranty be used to resolve the claim.

#### **16. TRANSFER OF DEVICE COVERAGE:**

- a. We will honor Your coverage on any replacement device given to You by Us or Your manufacturer or retailer, provided it is the same model and type of device. You are required to submit documentation, such as a receipt, showing that it was a replacement device from Your manufacturer.
  - i. You must notify Us of any intent to transfer coverage before any transfer may be granted.
- b. You may transfer coverage at any time to a different device, provided We offer coverage on such a device. The device must be a replacement device from Us or Your manufacturer. The transfer can be made by notifying GoCare of Your intent to transfer coverage, along with sufficient information, such as a receipt for the new device and the corresponding serial number. There will be no transfer fee. We will only charge for the prorated difference in coverage cost, if any, on the new device if the cost of coverage is more than it was for Your old device, which will be based on current prices. Your transfer of coverage will not be effective until You receive written confirmation of the transfer.
- c. If You transfer coverage because You are changing devices or models (such as upgrading from an iPad 3 to an iPad Air), You may be required to purchase new coverage and may receive a pro-rated credit for your old plan.
- d. If at the time of transfer Your current plan is no longer available, You may not transfer and You must purchase new coverage. You will receive a pro-rated refund for Your old plan.
- e. For any transfer, We must first review Your eligibility for coverage on the new device.

#### **17. RENEWALS:**

- a. Protection plans, as outlined in Your Service agreement, may not be subject to automatic renewal. We reserve the right to review plan performance and decline or refuse coverage for any reason.

#### **18. GUARANTEE:**

- a. This is not an insurance policy. Our obligations under this Service Agreement are guaranteed under a contractual liability insurance policy issued by Lyndon Southern Insurance Company and this insurer or obligor underwrites Our performance of this Service Agreement.

**ENTIRE CONTRACT:** Unless amended by State or Territory Specific Provisions, this Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.



### **ADDITIONAL MEMBER BENEFITS:**

GoCare is further obligated to provide you with the following additional member benefits:

#### **LOANER PHONES**

- GoCare will provide, at your request, a loaner phone to be used for your convenience. You will be presented with this option when you file a claim. Loaner phones are optional and there may be small fee to receive one. Costs may vary. See website for details.
- When sending you a loaner phone, we may require a pre-authorization hold on a charge card.

#### **TECHNICAL SUPPORT**

- GoCare will provide limited technical support regarding proper operation of your device including any related functions on the device such as syncing, backing up, taking photos, setting up email accounts, etc.

#### **DATA RECOVERY**

- GoCare will provide limited data recovery services in the event your data can be salvaged following a covered claim. If we deem that we cannot recover the data, we are not obligated to reimburse you for any data lost or pay for any advanced data recovery services from another company.

#### **BUY-BACK AND TRADE-IN COVERAGE**

- GoCare will provide buyback coverage for GoCare members, at the highest price possible for us to give, only for covered devices, but guarantee the following prices. If the device is 0 - 6 months old, you may sell us your device for cash at 50% of the retail value. If the device is 6 - 12 months old, you may sell us your device for cash at 40% of the retail value. If the device is 12 - 18 months old, you may sell us your device for cash at 30% of the retail value. If the device is 18 - 24 months old, you may sell us your device for cash at 20% of the retail value. We do not guarantee buyback coverage for devices older than 24 months.
- For any of the ranges, you will receive the quoted percentage ONLY if your device is 100% functional with no prior claims, damage, issues, or problems, of any kind. To receive the quoted percentage, your device must be in good to excellent condition, with minimal signs of wear cosmetically. You may elect to sell your device at any time. Once you sell us your device and receive cash settlement, the standard transfer and upgrade policy applies to any new device you obtain, as described in the transfer policy section. Buy-Back and trade-in coverage only applies to Apple iPhone and iPad products.