This Protection Plan and service provided herein is provided by Living Well Stores, Inc. and not the manufacturer of the Mobility Product.

Coverage under the terms specified herein is conditionally based on an eligible Product and/or Protection Plan having been purchased on or after November 1, 2015. Unless amended by State or Territory Specific Provisions, this Protection Plan sets forth the entire agreement and no representation, promise or condition not contained herein shall modify these terms. This agreement is governed by the laws of the state of Florida, Duval County.

PRODUCT INFORMATION (To be completed by the customer)

| Brand/model number: |
|-----------------------------------------------------------------------------|
| Product Serial number: |
| Original date of purchase: |
| Applicable plan: |
| ☐ Basic plan with in-shop service. |
| ☐ Plan with in-home service upgrade. |
| $\ \square$ Plan with in-home service, tire/wheel coverage and emergency ke |
| replacement upgrade. |





Living Well Stores, Inc. • Jacksonville, Florida

(800) 704-8432

www.livingwellstores.com

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Form F39 rev 5_22



Power Mobility Product Protection Plan

This Protection Plan covers mechanical or electrical failure of any of the following items that may be present on your power scooter, or power wheel-chair which we refer to in this document as "Mobility Product" or "Product":

- Batteries
- 2. Frame and hardware
- 3. Platform
- Frame welds
- Seat swivel & structureSeat arms and hardware
- . Seat arms and nardware
- . Wiring harnesses
- 8. Electrical controls/gauges 16. Tires and wheels†

9. Controller

10. Battery Charger

11. Motor and gearbox

12. Nuts, bolts, fasteners

14. Steering mechanism

15. Fuses and lightbulbs

13. Bearings and bushings

 $\ensuremath{\dagger}$ If the optional in-home service with tire /wheel coverage and emergency key replace-

ment upgrade has been purchased.

Please read this information carefully so that you fully understand your coverage and limitations. Possession of this document does NOT assure coverage. You must have a purchase receipt indicating payment was made in order to have coverage.

REGISTER YOUR WARRANTY AT

www.livingwellstores.com/register

IF YOUR MOBILITY PRODUCT REQUIRES REPAIR

You must contact us at hello@livingwellstores.com or by calling us at (800) 704-8432. Most issues can be resolved by telephone without the need for service. We will attempt to troubleshoot the problem you are experiencing. During this process we will require yours or a caregiver's assistance. If we cannot resolve the problem, we will arrange to have your Product repaired.

HOW YOUR MOBILITY PRODUCT WILL BE REPAIRED

If we determine that your Product needs repairs which are covered by this Protection Plan and depending on the Product and circumstances of the failure, at our sole choosing, we will do one of the following:

- a. Provide the parts and instructions to you to replace the broken parts or;
- Have you send us the defective component for service using shipping materials we will provide;
- c. Arrange for a technician to repair your scooter using parts we provide;
- d. Provide a new or refurbished Product of equal features and functionality or;
- e. Provide a cash settlement reflecting the pro-rated price you paid for the Protection Plan and/ or the Product.

Service, when required, will be provided by Living Well Store's nationwide service network. At our sole option, replacement parts may be new, rebuilt, or non-original manufacturer's parts that perform to the factory specifications. Repairs will be performed by the service technician at their shop unless you have purchased a service upgrade. If the service facility determines the Product is in working condition or repairs are not covered by your Protection Plan, we will return the Product to you or dispose of it as you direct.

POWER SYSTEM / BATTERY SERVICE

If we determine that your batteries need replacing, depending on the configuration of the batteries we will do one of the following for a flat shipping and handling charge of \$49.95:

- a. Send you a shipping carton with prepaid label to return your battery pack and battery charger to us. We will replace the batteries with new batteries, test and if necessary, replace the charger and return them to you or;
- Send you a set of replacement batteries; along with instructions explaining how to install them.

WHERE YOUR MOBILITY PRODUCT WILL BE REPAIRED

Basic Product Protection Plan

We will arrange for your product to be repaired at no additional cost to you by a servicer located generally within 50 miles of your location. You would be responsible for transporting your Power Mobility product to the servicer.

In-home Service Upgrade

Service on your power mobility device will be provided at the residential or commercial address that you specify in any of the 50 U.S. States and certain Canadian provinces at the time service is required. Should the Servicer determine that repairs for your particular power mobility device must be performed in their shop, they will pick up your power mobility device, service it and then return it to you when service has been completed at no additional cost to you.

We will make our best efforts to complete all service as quickly as possible. If on-premise service is not available at your address, our sole obligation to you is to provide a refund on a prorated portion of this plan based on the price you paid for upgrade divided by four and then times the number of wheel repairs previously provided under this plan.

THIS IS NOT A ROADSIDE ASSISTANCE WARRANTY.

If you have purchased the In-home Service with Flat Repair and Emergency Key Replacement Upgrade

In addition to providing in-home service, you will also receive:

FLAT TIRE / WHEEL COVERAGE

We will repair up to four (4) wheels by providing tire / tube / wheel repairs/replacements as needed over the duration of this Protection Plan as follows:

Should the tire, tube or wheel on your power mobility device fail in such a way as to result in the power mobility device not being operable as intended, we will provide replacement parts at no charge to you. If you are not able to install those parts, we will arrange for the parts to be installed at no charge to you. See "Where your Mobility Product will be repaired", above.

EMERGENCY KEY REPLACEMENT

In the event you require a replacement key for your power mobility device, we will provide one (1) replacement key on a no-charge basis sent via next business day delivery. Delivery will be made to the U.S. or Canadian residential, commercial or post office box address you specify.

COVERAGE START & LENGTH

This Protection Plan provides coverage for five (5) years from date product was placed into service except as follows:

- a. Products that fold and/or that are powered by lithium Ion batteries are covered for three (3) years starting on the date the Product is delivered to its original owner/user.
- Power Wheelchairs are covered for three (3) years starting on the date the Product is delivered to its original owner/user.

This Protection Plan does not replace the manufacturer's warranty but rather provides certain additional benefits during the manufacturer's warranty and after it has expired. In order to obtain repairs, you may be asked to provide proof of ownership and purchase as well as the serial number of your Product.

WARRANTY REGISTRATION AND TRANSFERABILITY

This Protection Plan is assigned to the original purchaser or owner. The plan may be transferred from the original purchaser to another party within 45 days of initial delivery of the Product by advising Living Well Stores via email of the name and address of the new owner/user. This Protection Plan is not transferable after 45 days.

PLAN CANCELLATION

We may cancel this Plan at our option for nonpayment, fraud, material misrepresentation by you or if you have sought or received reimbursement for the purchase of your Product from any insurance company or Medicare. If we cancel your Protection Plan, there will not be a refund due you.



WHAT THIS PLAN DOES NOT COVER

- 1. PLASTIC COMPONENTS INCLUDING BUT NOT LIMITED TO BATTERY CASE, SHROUDS, CONSOLE, FOOTRESTS AND PLASTIC TRIM, AND NORMAL WEAR AND TEAR ITEMS SUCH AS UPHOLSTERY, ARMREST COVERS, TIRES/WHEELS*;
- 2. BATTERIES THAT HAVE NOT BEEN CHARGED AT LEAST WEEKLY, THAT HAVE BEEN EXPOSED TO TEMPERATURES BELOW 30 DEGREES FOR LONGER THAN SEVEN DAYS OR BATTERIES NOT SUPPLIED BY THE PRODUCT MANUFACTURER OR US:
- 3. MOBILITY PRODUCTS USED BY PERSONS WHOSE WEIGHT EXCEEDS 85% OF THE MANUFACTURER'S RATED MAXIMUM WEIGHT CAPACITY FOR THE PRODUCT:
- 4. In-home service†;
- 5. Transportation to/from the servicer†;
- Changes to or unusual sounds from the scooter when the scooter is otherwise operating properly;
- 7. Incidental or consequential damages, including but not limited to, property damage, loss of use of the product or from delays in providing service;
- 8. Provision of a loaner while your Product is being serviced;
- 9. Service performed without consulting Living Well Stores;
- 10. Assembly and/or instruction in the use of the Mobility Product;
- 11. Routine customer-performed maintenance as specified by the manufacturer;
- 12. Damage caused by exposure to rain, snow, vandalism, animal or insect infestation; or use in a manner not in accordance with the manufacturer's specifications and owner's manual;
- 13. Theft or loss of the Product or its accessories;
- 14. Failure to properly clean or maintain the product as recommended by the manufacturer:
- Damage caused by the owner/user; negligence, misuse, abuse; improper electrical/ power supply; modifications, attachments, assembly or disassembly;
- 16. 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) or any other peril not related to the Mobility Product;
- 17. Products placed into commercial service or rented;
- 18. Products with removed or altered serial numbers;
- 19. Products located outside of the fifty United States or Canada;
- Manufacturer defects or equipment failure which are covered by manufacturer's warranty, manufacturer's recall, or factory bulletins;
- 21. Products owned by customer who has sought or received reimbursement from insurers or Medicare for purchase of the Product.
- † Unless the in-home service upgrade was purchased.
- * Unless in-home service with tire /wheel coverage upgrade was purchased.

LIMITS OF LIABILITY

The total amount that we will pay for repairs or replacement made in connection with all claims that you make pursuant to this Protection Plan shall not exceed the price you paid for the Product. In the event that we make payments for repairs which, in the aggregate are equal to the purchase price of the Product; or provide a cash settlement, we will have no further obligations under this Protection Plan.