

Courts Aircon Protection Plan - Terms & Conditions

Courts (Singapore) Pte Ltd ("Courts") has two (2) plans under the Courts Aircon Protection (AP) Program for Aircon product categories:

- (i) the "Courts Aircon Protection (AP) Basic Plan Contract", and
 - (ii) the "Courts Aircon Protection (AP) Premium Plan Contract".
- hereinafter refers as the "Coverage Plan(s)"

You have indicated your choice of the Contract you require for the Product purchased (the "Product") on the sales receipt/tax invoice and have agreed to be bound by the terms and conditions relevant to the contract chosen as set out in this Contract. The term of the Contract is between 2 to 6 years from the installation date (inclusive of the manufacturer's warranty period), depending on the term selected as set out in the sales receipt/tax invoice. The Product must be purchased new from Courts and the Contract purchase must be made within 30 days from the installation date of the Product.

I. DEFINITIONS

In this Contract, the following words have the following meanings:

1. "We", "us" and "our" refer to Courts;
2. "You" and "your" refer to the purchaser of the Contract;
3. "Basic Coverage" means coverage for mechanical and electrical defects.
4. "Excess" means the amount you have to pay for every claim.
5. "Extended Coverage" means Accidental Damage (defined below) and Power Surge Protection Coverage (defined below).

If you have selected the Courts Aircon Protection Basic Plan Contract, you are entitled to Basic coverage with Excess of \$50 or 30% of Claim Amount whichever is higher that is payable by You for each and every claim (but coverage for mechanical and electrical defects is up to the purchase price paid for your Product ("Product Limit"). If you have selected the Courts Cover Aircon Protection Premium Plan Contract, you are entitled to (1) Basic Coverage with no applicable Product Limit for mechanical and electrical defects and (2) Extended Coverage. "For avoidance of doubt, all coverage plan as mentioned herein applies only to repairs and replacement done in Singapore, and for Products used within the territory of Republic of Singapore only."

II. COVERAGE FOR AIRCON PRODUCTS

A. BASIC COVERAGE (APPLICABLE TO ALL CONTRACTS)

The coverage is for mechanical and electrical defects. If you have selected the Courts Cover Aircon Protection Basic Plan Contract, coverage for all repairs and replacements made to your product shall not exceed the Product Limit. We have the sole option to repair or replace your Product with another of like kind, quality, and specifications. Due to technological advances, the replaced product may be of a lower retail value than the faulty Product. Replacement parts may be new, original, or non-original manufacturer's parts that conform to factory specifications and shall be determined at our discretion.

If the Product is beyond economical repair, we will replace the faulty Product in the manner stated above. A service request for the replacement of functional part(s) as covered under the Contract may be determined by us to be equivalent to one repair but exclude to the Product's accessories, including but not limited to power adaptor and remote control.

Coverage will be effective from the date of expiry of the manufacturer's warranty period until the expiry of the Contract unless the coverage is no longer applicable as provided under the terms and conditions of this Contract.

B. COMPLIMENTARY COVER FOR ACCIDENTAL DAMAGE AND POWER SURGE PROTECTION (APPLICABLE ONLY TO THE COURTS COVER AIRCON PROTECTION PREMIUM

PLAN CONTRACT:

- (i) This complimentary coverage plan applies to the following:
Mechanical or electrical failure or defects of the Product due to accidental physical impact or spillage of liquids,
- (ii) Mechanical or electrical failure of the Product caused by sudden power surges ("Power Surge Protection").

The complimentary coverage for Accidental Damage shall commence from the date of installation of the Product and expire 3 years from such date of installation or upon the expiry or termination of the Contract (whichever is earlier). The complimentary Power Surge Protection will commence from installation date and expire 5 years from such date of installation or upon the expiry or termination of the Contract (whichever is earlier). You are only entitled to make one claim for Accidental Damage and one claim for Power Surge Protection during the term of the Contract. Accidental Damage Protection does not cover damage due to your negligence, omission or default in your use or care of the Product.

C. EXCLUSIONS FROM COVERAGE

No coverage will be provided for/if:

- Non-operating and cosmetic items, paint, color, or Product finish, accessories used in or with the Product, external cables and cords, or add-on options incorporated to the Product; or
- Hardware that has been added after the purchase of the original Product; or
- External faults such as wiring, electrical connection or piping, trunking, fitting, and consequential loss of any kind; or
- Accidental or intentional physical damage and damage by water unless specifically covered in the Contract; or
- Failure caused by a voltage converter and/or applying incorrect voltage to the Product.

The following Clauses III to VI are applicable to all Contracts:

III. GENERAL EXCLUSION

Notwithstanding anything contained in this Terms and Conditions, the Coverage Plan(s) shall not be applicable under the following circumstances:

- Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty still in effect; or
- Any repair, maintenance and/or services done by any unauthorised party without written consent from our company; or
- Any failure to follow the manufacturer's instruction on the installation, operation and/or maintenance of the Products; or
- Any failure to grant access to our authorised repairer for assessment or repair; or
- Any defects that are the subject of the manufacturer's recall; or
- There has been unauthorised modification(s) to the Product, the serial number of the Product has been altered without authorisation, failure to follow manufacturers' instructions on installation, operation or maintenance of the Product, repairs to the Product performed by a non-authorised repairer, any items not affecting the function of the Products; or
- You fail to comply with the manufacturer's recommendations on routine maintenance, inspection, cleaning, lubrication, external adjustments, and any other instructions relating to the use and/or upkeep of the Product; or
- Commercial use (multi-user organisations), public rental, use for profit or communal use for multi-family housing; or
- Shipping charges, damage charges, express service charges, transportation damage, removal, installation or reinstallation of the Product, products on loan during the repair process; or

- Any loss or damage due to burglary, theft, corrosion, animal and insect infestation, misuse, neglect, and abuse; or
- Diagnostic fees where no defect has been found or noted under the Service Contract; or
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless specifically covered in the Contract; or
- Any loss or damage to the Product resulting from fire or flood, howsoever caused; or
- Any loss or damage to the Product resulting from fire and an act of God (including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion); or
- Any loss or damage due to burglary, theft, corrosion, Insect infestation, pet damage (unless specifically covered by the Contract), misuse, neglect, and abuse.

IV. LIMITATION OF LIABILITY

We will not cover any direct or indirect loss or injury to a person or loss or damage to property or any incidental, contingent, special or consequential damages including, but not limited to, losses incurred due to any delay in rendering any services related to this Contract and/or loss of use during the period that your Product is at an authorized repairer and/or while awaiting replacement parts, even if you might have informed us of the possibility of such loss or damage.

We will replace your Product with one of like kind, quality and/or specification if the Product is not repairable or beyond economical repair. The replaced Product (the spoilt unit) shall become our property. We reserve the right to pay you the original purchase price of the Product if we are unable to give you a replacement product that matches the quality and specifications of the faulty product. We will not be liable under the Contract if you do not submit the Product to us for repair (a) before the expiry of the Contract or (b) within 30 days if a breakdown report has been submitted before the expiry of the Contract.

Notwithstanding anything herein contained and to the fullest extent as permitted by law, the total aggregate liability of Courts under this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the "Product Limit".

V. TERMINATION

The Contract will terminate if any of the following events occur:

- upon expiry of the term of the Contract; or
- when you have made a claim for repair for mechanical and electrical defects up to the Product Limit (Courts Cover Protection Basic Plan Contract); or
- when the Product has been replaced (only Courts Cover Aircon Protection Basic Plan Contract); or
- If you sell or transfer your Product to another person without the written consent from Courts; or
- if your Product is surrendered; whichever is earlier; or
- any breach to the terms and conditions of this Contract.

We may, at our discretion, terminate this Contract if any installment payment for the service fee for this Contract remains unpaid for a period of three (3) months. Neither the Courts Aircon Protection Basic Plan Contract nor Courts Cover Aircon Protection Premium Plan Contract is an insurance policy or guarantee. Each Contract is a service contract. It is neither a guarantee nor a promise relating to the nature of the material, workmanship or performance of your Product covered by the Contract. Accidental Damage Protection and Power Surge Protection provided under the Courts Cover Aircon Protection Premium Plan are benefits extended to you on a complimentary basis.

VI. PERSONAL DATA PROTECTION

This Contract is subject to terms and conditions set out below. Kindly take a few moments to check that all the particulars, specifically your personal data printed in this Contract are correct. Failure to respond within 14 days from the date of this Contract will mean that all your personal data contained herein are complete, true, and accurate. Any personal information collected by and retained by us is for the purpose of fulfilling our obligations under this Contract as well as to update you on any of our related services.

You agree and consent that COURTS may collect, use, and process your personal data (whether obtained in this application form or otherwise obtained) and disclose such personal data (whether in or outside of Singapore) to the following:

- its group companies;
- its (or its group companies') service providers, reinsurers, agents, distributors, business partners;
- brokers, legal process participants and their advisors, other financial institutions;
- governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purpose stated in COURTS's Data Privacy Policy which include:

Processing, underwriting, administering, and managing your relationship with COURTS;

- Audit, compliance, investigation, and inspection purposes and handling regulatory governmental enquiries;
- Compliance with legal or regulatory obligations, risk management procedures and COURTS's internal policies; and
- Managing COURTS's infrastructure and business operations;

which in turn may be disclosed by COURTS to individuals, service providers and organisations associated with COURTS or any other selected third parties (within or outside of Singapore, including reinsurance & claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose. You understand that you have the right to obtain access to and to request correction of any personal data held by COURTS concerning yourself. Such request can be made by contacting us at: customercare@courts.com.sg.

By submitting your personal information, you are indicating your consent to allow COURTS and/or our authorised representatives to seek customer feedback in relation to products or services provided to you under this Contract. If you do not wish to be contacted by COURTS, you can opt out anytime by calling or writing to us, as the case may be. Note: Please refer to the full version of COURTS's Data Privacy Policy found at <https://www.courts.com.sg/privacy-policy/>.

VII. FOR AIRCON SERVICE, PLEASE CALL COURTS AIRCON PROTECTION PLAN HOTLINE (1800-222-6868)

When the product failure occurs due to an electrical or mechanical defect, you must call the Courts Aircon Protection Plan Hotline at (1800-222-6868) to report the product failure during office hours. Our Customer Service Representatives will be ready to guide you through the service process. To expedite service, please ensure that you have your contract details readily available before placing the call. If the product failure is not reported to us prior to repair, the repair will not be approved and will not be covered under the Contract. Nevertheless, notwithstanding that the Contract is in force, you are required to utilize the original manufacturer's warranty if it is still valid.