

# PEACE OF MIND

## PROTECTION PLAN



### PEACE OF MIND PROTECTION PLAN

Drive DeVilbiss Healthcare (“Drive”) power mobility products (power wheelchairs and power scooters) are designed to withstand the rigors of daily use. Your Provider has purchased Drive’s Peace of Mind Product Protection Plan (“Plan”) for you. Should you have any problems, you can be assured that we will see to it that under the Plan any technical or service issues will be remedied promptly and completely.

Under the Plan, Drive will repair, service or replace product - or product components - due to mechanical and electrical breakdowns or defects in material and workmanship, effective for up to 14 months from date of purchase.\* This Plan does not replace the Warranty that was delivered in conjunction with the purchase of a Covered Product (as defined below) – it supplements it.

### USING THE PLAN

The Plan offers professional troubleshooting and service by trained industry professionals with years of product experience and no out-of-pocket expense for repairs or replacements – you will only incur costs if you need to ship the product to us.

#### Using the Plan is simple:

- Have the model, serial number, date of purchase and the name of the dealer ready
- If you choose to call: Have the product nearby so that troubleshooting can begin promptly
- Call (866) 621-4933 to reach a Peace of Mind Service Technician directly
- Tell the service technician that the product is protected under the Peace of Mind Protection Plan
- You can go online to <http://www.drivemedical.com/osc/catalog/pom> and look for the link to the “Online Form”.
- If you prefer email, contact us at [peaceofmind@drivemedical.com](mailto:peaceofmind@drivemedical.com).

When speaking to the service technician, they will evaluate the situation with the product and take necessary steps to remedy the problem. Often, our trained technical service representatives can diagnose the problem over the phone.

If the problem cannot be solved over the phone, the service technician will explain the quickest, most efficient solution for getting the product running again.

These solutions may include, but are not limited to, shipment of an easy-to-install replacement part, service by an authorized service technician or service at our facility.

*\* Damage resulting from neglect, misuse, and failure to follow manufacturers’ instructions or normal wear and tear (tires, fabric/upholstery, bearings, ABS plastic shrouds, footrests, fuses, bulbs, bumpers, aesthetics, etc.) are excluded from coverage. Coverage also excludes battery or charger installation or maintenance service.*

### PLAN FEATURES

- A single phone number for troubleshooting, replacement parts or repairs available Monday through Friday from 8:30 a.m. to 5:30 p.m. EST.
- Professional troubleshooting and service by trained professionals with years of product experience
- No out-of-pocket expense for repairs or replacements unless you need to ship the product to us, which will be at your expense.

# FULL PLAN TERMS & CONDITIONS

## A. PLAN BASICS

This document sets forth the terms and conditions governing the Plan. Drive will provide the services described in this document only in the continental United States for a power wheelchair and power scooter (each a "Covered Product"). This Plan does not replace the Warranty that was delivered in conjunction with the purchase of a Covered Product (the "Warranty"). The Plan is not a warranty or extended warranty or modification to any warranty applicable to the Covered Product, is not sold directly to any consumer, and is designed for the benefit of the ultimate consumer. This Plan can only be purchased by the Provider.

## B. PLAN COVERAGE; PLAN PERIOD

The Plan may be purchased by the Provider in conjunction with all power wheelchairs and power scooters sold by Drive when purchased new and unused. Once the Plan is purchased for an eligible product, that product becomes a "Covered Product". Coverage under the Plan begins at the time of the actual sale of the Covered Product by the Provider to the initial consumer and lasts for a period of twelve (12) months (the "Plan Period"). Under no circumstances shall the Plan be viewed as an extension of any applicable warranties.

## C. EXCLUSIONS FROM PLAN COVERAGE

THE PLAN DOES NOT COVER REPAIRS NECESSITATED BY WEAR AND TEAR RESULTING FROM NORMAL USAGE OF THE COVERED PRODUCT, VANDALISM, NEGLIGENCE, MISUSE, OR ANY ABUSE OR MODIFICATION OF THE COVERED PRODUCT. THE PLAN DOES NOT COVER BATTERY RECHARGING. THE PLAN DOES NOT COVER THE INITIAL SETUP OF THE COVERED PRODUCT OR ANY ADJUSTMENTS TO INITIAL SETUP. THE PLAN DOES NOT PROVIDE ANY CONSUMER EDUCATION OR TRAINING FOR THE COVERED PRODUCT. THE PLAN DOES NOT PROVIDE IMMEDIATE "IN THE FIELD" ASSISTANCE TO THE CONSUMER.

## D. HOW THE PLAN WORKS

In the event covered parts or services are required during the Plan Period, the consumer should contact the Drive service department by calling the telephone number listed above. Once contacted by the consumer, our trained service technicians will evaluate the repair or maintenance issue and, if necessary, take steps to remedy the problem. Drive, in its sole discretion, shall determine the best method and party for remedying a problem with the Covered Product. Examples of possible methods for remedying a problem with the Covered Product include, but are not limited to, the following:

1. Troubleshooting between a Drive service technician and a consumer to identify a problem with the Covered Product which may include shipping a part to a consumer and talking the consumer through a simple part replacement or repair;
2. Replacement of the Covered Product by Drive with a new or refurbished product of the same model, after the return of the Covered Product to Drive by the consumer (all costs and actions necessary to return the Covered Product to Drive, including but not limited to packaging the Covered Product for shipment, delivering the Covered Product to a delivery company, and insuring and shipping the Covered Product to Drive, shall be the sole responsibility of the consumer, while the cost of shipping the replacement product to the consumer shall be the responsibility of Drive);
3. Repair of the Covered Product at the Drive service center after the return of the Covered Product to Drive by the consumer (all costs and actions necessary to return the Covered Product to Drive, including but not limited to packaging the Covered Product for shipment, delivering the Covered Product to a delivery company, and insuring and shipping the Covered Product to Drive, shall be the sole responsibility of the consumer, while the cost of shipping the repaired product to the consumer shall be the responsibility of Drive);
4. Arranging for the repair of the Covered Product after the delivery of the Covered Product by the consumer to a local Drive approved dealer or third party service center or
5. Arranging for a service call by a trained service technician from a local dealer or other third party.

## E. TRANSFERABILITY

The Plan is being delivered by Drive to the Provider and may not be transferred or assigned to any other person or party other than the purchaser of the Covered Product. Further, the Plan may not be assigned or transferred from product to product. Notwithstanding anything to the contrary contained in this document, Drive and the Provider acknowledge that this Plan will be delivered by the Provider to the initial consumer of the Covered Product and that the initial consumer only, and not the Provider, will be the party utilizing the services described in this document. The initial consumer of the Covered Product may not transfer this Plan to any subsequent consumer without the express, written consent of Drive.

## F. CANCELLATION AND RETURNED PRODUCT

At any time within the first thirty (30) days after the Provider purchased this Plan, the Provider may cancel the Plan for a complete refund of the cost paid for the Plan, if Drive has not provided any services for the Covered Product within that period. If a consumer returns the Covered Product to the Provider, Drive will issue a credit to the Provider's account with Drive for the Plan's cost depending on the remaining Plan period. Drive will credit the full price of the Plan if the product is returned within the first thirty (30) days of the Plan's purchase and if Drive has rendered no services under the Plan. If the product is returned after thirty (30) days, or if services have been rendered in that first thirty (30) days, no refund will be issued. The foregoing are the Provider's sole cancellation options. If the Provider desires to cancel, return this Plan and a copy of the applicable invoice together with a written request for a refund of the fees paid (or if paid on account, for a credit to the applicable account with Drive) to the address below. Drive may cancel this Plan for fraud, material misrepresentation or non-payment or if required to do so by any state, federal or other regulatory authority.

## G. LIMITED SERVICES; DISCLAIMER OF WARRANTIES

DRIVE WARRANTS ONLY THAT THE SERVICES DESCRIBED IN THIS PLAN WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. NO OTHER EXPRESS WARRANTIES ARE PROVIDED. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS PLAN. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO THE PROVIDER BY DRIVE OR ITS CONTRACTORS WILL CREATE A WARRANTY BY DRIVE OR INCREASE THE SCOPE OF THIS PLAN. THIS PLAN GIVES THE PROVIDER SPECIFIC LEGAL RIGHTS AND THE PROVIDER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## H. LIMITATION OF LIABILITIES

DRIVE'S LIABILITY FOR ANY CLAIM UNDER THIS PLAN SHALL BE LIMITED TO THE COST TO REPAIR OR REPLACE THE COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS PLAN, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE COVERED PRODUCT AND THE PLAN BY PROVIDER. ANY AND ALL DISPUTES RELATED TO THIS PLAN SHALL BE RESOLVED BY DRIVE IN ITS SOLE DISCRETION. UNDER NO CIRCUMSTANCE WILL DRIVE BE JOINTLY OR SEVERALLY LIABLE FOR THIRD-PARTY CLAIMS AGAINST THE PROVIDER FOR LOSS OR DAMAGES OR LOSS OF, OR DAMAGE TO, THE PROVIDER'S RECORDS, FILES OR DATA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRIVE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS PLAN, DELAY IN FURNISHING SERVICES OR FAILURE TO FURNISH SERVICES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF DRIVE IS INFORMED OF THE POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY IN SOME CASES.

## I. MISCELLANEOUS

1. Compliance with HIPAA. Part 164.512 of the Health Insurance Portability and Accountability Act ("HIPAA") allows for otherwise protected consumer health information to be disclosed to enable service work for any FDA regulated product.
2. Subcontractors. Drive, in its sole discretion, may subcontract any services provided under the Plan.
3. Governing Law. This document and the Plan shall be governed by, construed and interpreted in accordance with the laws of the State of New York.
4. Severability. In the event that any provision of this Plan is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## DRIVE CONTACT INFORMATION

Drive DeVilbiss Healthcare  
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