

**New Hampshire Insurance Company**  
**Gateway Extended Service with Accidental Damage Service Plan**  
**Business Services**

Throughout this Gateway Extended Service with Accidental Damage Service Plan (“Plan”) the words “we”, “us”, and “our” refers to the New Hampshire Insurance Company. The words “you” and “your” refer to the purchaser of this Plan.

This Plan extends the term of the manufacturer’s limited warranty coverage and extends coverage to include failure of the product to perform to the manufacturer’s specifications due to normal use and handling of the product, as well as provides for those coverages described below for the Gateway or eMachines-branded personal computer or other Gateway or eMachines-branded hardware identified on your invoice. The product covered by this Plan and the term of this Plan are described in your invoice. This Plan, your invoice and any other evidence of purchase of the Plan constitute the entire agreement relating to this Plan.

**Protection Period:**

The term of your Plan begins on the date your product is shipped by Gateway and lasts for the period stated on your Gateway invoice.

**What is covered?**

- We will repair or replace eligible parts in your Gateway product that fail to perform to manufacturer’s specifications due to normal use or handling during the term of this Plan. Eligible parts covered under this Plan consist of components originally included in your Gateway product. Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- We will arrange to ship replacement parts or products to and from you in the United States, and will pay the shipping costs. We will not reimburse you for shipping costs you incur.
- This Plan covers manufacturer’s defects in material and workmanship that are a result of normal usage or from a power surge (when protected by an operational surge suppressor).
- We will repair or replace eligible parts in your Gateway product that are inoperable due to accidental damage from handling.
- This Plan does not provide coverage for normal wear and tear.
- We will provide a one-time replacement of the battery for your laptop computer if we determine, in our sole discretion, that the original battery fails to perform to specifications.

**What is not covered?**

- Product failures caused by theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and us or our service providers.
- Product failures caused by natural disasters or casualties such as flood, wind, earthquake, lightning, fire, war or civil insurrection, governmental seizure or destruction, or nuclear reaction, radiation or radioactive contamination.
- Any equipment or components that were not included in your Gateway product as sold by Gateway.
- Gateway products with altered, modified, or removed serial numbers.
- Product failures resulting from the use of your Gateway product in a manner for which it was not intended.
- Normal wear or cosmetic damage and/or other damage that does not affect functionality. This Plan does not cover consumables, such as fuses, or the results of normal usage that do not materially alter the product’s functionality.
- Product failures caused by your failure to follow all instructions contained in the product’s user guide or unauthorized parts or service.
- Damages that occurred to your Gateway product before you purchased this Plan (a pre-existing condition).
- Damage to or loss of software, data, removable media, consumables, portable docking stations (other than integrated docking bases which are covered under the Plan), carrying cases, or any non-

Gateway-branded products such as joysticks, printers, scanners, speaker systems (other than speakers included in standard PC configurations), etc.

**Customer Requirements:**

- To obtain service under this Plan, you must contact Gateway Technical Support, which is available 24 hours a day, 7 days a week. Click on the Gateway web site at <http://www.gateway.com/support> or call 1-877-485-1464. We will determine how and where repair services are provided, and you may be required to deliver your product to a Gateway repair facility.
- You must assist us in diagnosing issues with your Gateway product and follow our warranty processes. If we determine that you need a replacement part, we will ship the part and installation instructions to you. If we reasonably determine you are not able to install a replacement part yourself, we may, at our discretion, dispatch a service representative to your home or office to install the part. If necessary to resolve your issue, you may be required to ship your Gateway product to a service facility. If we ask you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. We will charge you for replacement parts or products if you fail to do so.
- You should back up all files stored on your Gateway product before obtaining services from us. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- We will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. To prevent damage during shipping, ship your Gateway product in suitable packing materials. You are responsible for any damage to your Gateway product that occurs during shipment. **WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT BEFORE WE PERFORM SERVICES.**
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.

**Limitations:**

- If we are unable to repair or replace parts for your Gateway product for any reason, our maximum liability to you under this Plan will not exceed the original purchase price of your Gateway product.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- If you request service outside the United States, the level of service available to you may vary. In particular, you may be required to pay shipping costs to and from us to obtain service.
- No deductible applies to this Plan.

The New Hampshire Insurance Company can be contacted at: 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund, or if you are otherwise dissatisfied, you may make a claim directly to the insurance company.

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