



MDSShield™
PROTECTION
PLAN

MD >>>
HearingAid®



FOR YOUR RECORDS

MDHearingAid® Model: _____

Hearing Aid #1

Serial Number: _____

Purchase Date: _____

Hearing Aid #2

Serial Number: _____

Purchase Date: _____

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ACCIDENTS HAPPEN

No worries, you're protected.

MDSHield™ Protection provides 100% coverage against any defect, malfunction, or accidental damage to your hearing aids. If they get chewed up by your puppy, sucked up by the vacuum cleaner, or you accidentally wear them swimming, we've got you covered.



PROTECTION PLAN FAQs

What does this Service Contract cover?

Almost everything regarding the **hearing aid body**, including defects in materials and workmanship past the 90-day warranty period, and all types of accidental damage.

What isn't covered?

This service contract **does NOT cover**:

- Loss of the hearing aid
- Accessories supplied with your hearing aid (e.g. tubing, domes, tips, batteries, etc.)
- Unauthorized repairs (e.g. attempts to repair the hearing aid yourself or by other hearing aid dispensers)

See Section 2.3 for more detail.

How long does the coverage last?

If you purchased a 1-Year Protection Plan, your service contract lasts for one (1) year from the date of your hearing aid purchase. If you purchased a 2-Year Protection Plan, your service contract lasts for two (2) years from the date of your hearing aid purchase. To renew your plan for an additional year, contact support at **312-366-3899** or **support@MDHearingAid.com**.

What will MDHearingAid® do?

We will repair or replace any damaged, defective, or malfunctioning part on the hearing aid body, or send you a new hearing aid at no charge.

HOW TO GET SERVICE

If your hearing aid stops working, contact us for a **Return Merchandise Authorization (RMA)** number and instructions. If it is necessary to send the aid to us, you are required to pay for postage and processing to MDHearingAid®.

For fastest service e-mail:
service@MDHearingAid.com

Or, call: **312-366-3899**
Mon.–Fri. 8:00am–4:30pm (CST)

Repair Facility:

RMA # 

MDHearingAid

PO Box 5014

Southfield, MI 48086

*Do not mail to
this address
without a
RMA number.*

Packaging Guidelines

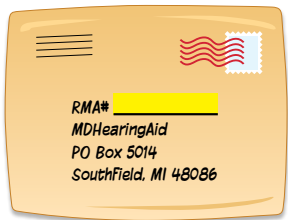
Please use the following guidelines when mailing to our repair facility.

Do:

- Send **ONLY** the **Hearing Aid Body**
- Use a **small padded envelope**
- Write **RMA number** on the **OUTSIDE** of envelope

DO NOT send:

- Batteries or other accessories (unless otherwise instructed)
- Travel case
- Packing materials



1. SERVICE CONTRACT PERIOD & COVERAGE

This Protection Plan is offered by:

MDHearingAid[®], Inc.
Chicago, IL

This agreement describes the terms and conditions of product service contract provided by **MDHearingAid**, Inc., hereinafter referred to as “**MDHearingAid**”, “We”, “Us”, or “Obligor”, and the Service Contract Holder, hereinafter referred to as “Customer”, “You”, or “Your”.

This Protection Plan provides You with complete peace of mind regarding the function of Your hearing aid.

- 1.1.1 Products – 1-Year Protection Plan: One (1) year from the date of the original invoice for Your hearing aid.
- 1.1.2 Products – 2-Year Protection Plan: Two (2) years from the date of the original invoice for Your hearing aid.
- 1.2 This Policy covers and acknowledges only genuine **MDHearingAid** and LifeEar[®] hearing aid devices.
- 1.3 **MDHearingAid** reserves the right (at its sole discretion) to replace defective parts of the product with either new or refurbished spare parts, or the product with another similar product.

Note: During the above service contract period for the above-mentioned Products Types, if the product proves to be damaged or defective due to improper materials or workmanship, MDHearingAid (at its sole discretion) will repair or replace the product or its defective parts, without charge for labor or parts, based on the local, normal service lead time, commencing from the day product was received by MDHearingAid. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, size, or model), and may be new or remanufactured. In the event that a covered Hearing Instrument(s) is replaced, the coverage for that Hearing Instrument(s) will automatically terminate. Coverage is provided on the replacement up to one (1) year from the original date of purchase of the hearing aid on a 1-Year Protection Plan, and on the replacement up to two (2) years from the original date of purchase of the hearing aid on a 2-Year Protection Plan. All premium under that portion of the Policy is considered earned on the replacement and no refund of the unearned premium is due.

2. TERMS AND CONDITIONS

2.1 This service contract is valid only if

- i) The product type or serial number and the product have not been defaced, modified, cut, or removed.
- ii) Evidence of purchase is produced at point of service:

The original invoice/sales receipt (indicating the invoice number and date of purchase, product type, and customer name).

2.2 **MDHearingAid**[®]'s service contract obligations are conditioned upon **MDHearingAid**'s receipt of written notice from the Customer describing the defect or non-conformity in reasonable details. **MDHearingAid** invoice details must be sent back together with faulty hearing instruments to **MDHearingAid** when seeking repairs. **MDHearingAid** reserves the right to refuse service contract repair services if the above conditions are not fulfilled.

2.3 Exclusions from Coverage under this Limited Warranty:

- i) Hearing aid is lost or stolen;
- ii) Attempting to repair hearing aid yourself or by a hearing aid dispenser without authorization from **MDHearingAid**;
- iii) Finishes or consumables (e.g. batteries, tubing, domes, etc.) supplied with this **MDHearingAid** product;

- iv) Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of Hearing Instrument(s);
- v) Personal or bodily injury or sickness due to the use of the Hearing Instrument(s);
- vi) Damages claimed for any loss, cost, or expense incurred by You or others due to withdrawal, recall, inspection, repair, replacement, adjustment, removal and/or disposal of the Hearing Instrument(s) by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

2.4 The Customer is allowed to cancel the Service Contract under the following circumstances:

- i) Within 30 days after its purchase, if no service has been provided, a full refund of the service contract consideration will be provided.
- ii) At any other time and a pro rata refund of the service contract consideration for the unexpired term of the service contract, based on the number of elapsed months, less the value of any service received, and less a 10% cancellation fee will be paid to the service contract holder.

3. TITLE PASSAGE, RISK OF LOSS, INSPECTION, AND DAMAGE IN SHIPMENT

Risk of loss or damage passes to **MDHearingAid** when the goods are received by **MDHearingAid**. Shipping with insurance and tracking is highly recommended.

4. LIMITATION OF LIABILITY

If **MDHearingAid**'s examination of the goods shows that the defect or nonconformity was caused by unauthorized repairs or other factors beyond the scope of **MDHearingAid**'s service contract, then Customer shall bear the cost of examination and repair at **MDHearingAid**'s normal rates for repairs of the Hearing Aids.

MDHearingAid makes no warranties other than those expressly set forth in this agreement, and shall supersede all other warranty implied. Subject to receipt of notice, **MDHearingAid** shall repair or replace, at **MDHearingAid**'s option, any defective or nonconforming goods at **MDHearingAid**'s premises.

Transportation costs of returning goods to **MDHearingAid**'s premises shall be borne solely by the Customer. Customer shall bear the risk of loss in transit. No goods shall be returned to **MDHearingAid** without prior authorization and shipping instructions from **MDHearingAid**. Any goods replaced by

MDHearingAid will become property of **MDHearingAid**. Replacement goods may differ from the replaced goods provided the specifications are met.

The decision of **MDHearingAid** on all questions relating to defects, workmanship or materials respecting **MDHearingAid** shall be final and conclusive and Customer shall abide by **MDHearingAid's** final decision.

5. LIMITATION OF DAMAGES

In no event shall **MDHearingAid** be liable, in contract or in tort or under any other legal theory, for incidental, indirect, special or consequential damages; regardless of whether **MDHearingAid** knows about the possibility of such damages, and in no event shall **MDHearingAid** liability exceed an amount equal to the contract price.

6. SERVICE CONTRACT DISCLAIMER

6.1 **MDHearingAid** is not liable for any of the following events:

- i) Damages including but not limited to direct, indirect, accidental or consequential damages, loss of use of product, loss of profits or interruption of business;
- ii) Loss, damage or delay caused directly by force majeure, including but not limited to any war, strike, industrial

action, lock-out, fire, explosion, lightning strike, civil unrest, war, earthquake, riot, natural calamity, rebellion, sabotage, act of God or any other cause beyond the control of MDHearingAid.

- 6.2 MDHearingAid reserves the right to amend, change, and delete any of the above Terms and Conditions within this document as and when deemed necessary without prior notice whatsoever.
- 6.3 All rights to final interpretation for terms and conditions herein belong to MDHearingAid®.

7. APPLICABLE LAW

The law of the State of Illinois shall govern all questions of interpretation relating to, and all resolutions of disputes arising from, this agreement.

8. STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If Your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion

does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

ARKANSAS RESIDENTS: A claim against Us may include a claim for any unearned provider fee.

CALIFORNIA RESIDENTS: The Cancellation Provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. You have the right to cancel this Agreement if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Agreement, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

FLORIDA RESIDENTS: The Plan shall be cancelled by Us for fraud or material misrepresentation, including but not limited to

commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by emailing, mailing, or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, You will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If We cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If We determine in our sole discretion that Your product cannot be repaired or Your product provides for replacement instead of repair, We will replace Your product with a product of like kind and quality that is of comparable performance or reimburse You for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. This Plan can be cancelled by You at any time for any reason by surrendering or providing written notice to the retailer at the address where You purchased this Plan or to the administrator.

GEORGIA RESIDENTS: This Plan shall be non-cancellable by Us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing

and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

ILLINOIS RESIDENTS: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or (b) at any other time and a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00).

MAINE RESIDENTS: With respect to Maine contract holders, the Obligor under this Service Agreement is the Dealer.

MINNESOTA RESIDENTS: Only 5 days written notice of cancellation will be provided if the reason for cancellation is nonpayment, material misrepresentation, or a substantial breach of duties.

NEW HAMPSHIRE RESIDENTS: In the event that You do not receive satisfaction under this Agreement, You may contact the New Hampshire insurance department at 1-800-852-3416 or in writing at 21 South Fruit Street, Suite 14 Concord, NH 03301.

NEVADA RESIDENTS: If the Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engage in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance. We may not cancel this Agreement except for non-payment by You or for violation of any of the terms and conditions of this contract which state that such violation could result in cancellation.

OKLAHOMA RESIDENTS: If either You or We cancel this Plan, the return of the Plan price will be based upon one hundred percent (100%) of the unearned pro rata price of the Plan, less the cost of any service received. MDHearingAid[®] is the Obligor under this Plan.

SOUTH CAROLINA RESIDENTS: To prevent any further damage, please refer to the owner's manual.

TENNESSEE RESIDENTS: This Agreement is automatically extended while the product is being repaired plus two business days.

TEXAS RESIDENTS: If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-2906 or 800-803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

UTAH RESIDENTS: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify

within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. If We cancel this Plan due to fraud or material misrepresentation, You will be notified 30 days prior to the Plan cancellation. If We cancel this Plan due to non-payment, You will be notified 10 days prior to the Plan cancellation.

WASHINGTON RESIDENTS: If We cancel this Agreement We will mail You written notice of the cancellation including reason for and effective date at least twenty one (21) days prior to the effective date of such cancellation.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received.

WYOMING RESIDENTS: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us.

FOR SERVICE

E-mail: service@MDHearingAid.com

Or, call: 312-366-3899

Do not mail to this address without contacting us first for a RMA number.

Repair Facility:

RMA # 

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