

## INTRODUCING OUR NEW PEACE OF MIND PROTECTION PLAN

# PEACE OF MIND

## PROTECTION PLAN



Drive and ActiveCare branded power mobility products are designed to withstand the rigors of daily use and include a comprehensive limited warranty to ensure years of service. Should you have any problems, you can be assured that we will see to it that any technical or service issues will be remedied promptly and completely.

Our new Peace of Mind Product Protection Plan begins March 15, 2012. Effective for up to 14 months from date of purchase, Drive will repair, service or replace product - or product components - due to mechanical and electrical breakdowns or defects in material and workmanship. The plan is required for all residential deliveries of Drive and ActiveCare branded power mobility products.

### USING THE PLAN

To use the Plan, follow these simple steps:

- 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 to [drivemedical.com \(https://drivemedical.com/catalog/pom/\)](https://drivemedical.com/catalog/pom/), look for the link to the 'Online Form' and complete.
- Or, if you prefer email, you can email [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.*

### INDUSTRY-LEADING WARRANTY

We offer a limited lifetime warranty to the original purchaser for the frame on your Drive and ActiveCare Mobility scooter. We also include a fourteen (14) month limited warranty for the drive train components (transaxle, motor, wiring harness, and brake) and six (6) months warranty on the battery. This warranty does not extend to purchasers of used equipment. The limited warranty does not cover labor charges.

### 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 highly trained industry professionals with years of product experience
- No out-of-pocket expense for repairs or replacements—your only costs occur should you need to ship the product to us

### DELIVERY OPTIONS

With Peace of Mind, you are able to select from two (2) delivery options:

#### **Inside Delivery (standard with all residential deliveries)**

Includes lift gate service and delivery into the first threshold of the individual's residence

#### **White Glove Service**

Includes lift gate service, delivery into the room of choice, complete product set-up, a product tutorial by a trained technician, and, if you choose, removal of packaging materials. This exceptional service is available for an additional fee.



# FULL PLAN TERMS & CONDITIONS

## A. PLAN BASICS

This document sets forth the terms and conditions governing the Drive Medical, Inc. Peace of Mind plan (the "Plan"). Drive Medical, Inc. ("Drive") will provide the services described in this document only in the continental United States. This Plan does not replace the Warranty (defined below). The Plan is not a warranty or extended warranty, 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, to outsource its non-reimbursed labor, service, parts and repair operations during the Warranty period for certain Drive products when purchased new and unused. All references to the "Warranty" herein are to that certain warranty delivered in conjunction with the purchase of the Covered Product.

## B. PLAN COVERAGE; PLAN PERIOD

The Plan may be ordered 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. Subject to any limitations in the applicable Warranty, the Plan only covers all required Warranty parts and services for the Covered Product until the earlier of (i) the expiration of the Warranty period, or (ii) fourteen (14) months from the date the actual sale of the Covered Product by the Provider to the initial consumer (the "Plan Period"). Under no circumstances shall the Plan be viewed as an extension of any applicable warranties. The Plan does not provide coverage after expiration of any applicable Warranty.

## 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 EQUIPMENT 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. THE PLAN DOES NOT COVER ANY PARTS OR SERVICES IF THE COVERED PRODUCT'S CONDITION OR USE IS EXCLUDED FROM COVERAGE UNDER THE LIMITATIONS CONTAINED IN ANY WARRANTY, INCLUDING BUT NOT LIMITED TO EXCLUSION OF ANY LABOR, SERVICE, PARTS OR REPAIRS REQUIRED DUE TO NORMAL WEAR AND TEAR, ABUSE OR MODIFICATION OF THE PRODUCT. PLEASE REVIEW THE WARRANTY IN FULL TO UNDERSTAND THE EXCLUSIONS IN THE WARRANTY.

## D. HOW THE PLAN WORKS

Upon purchasing the Plan, Drive will provide the Provider or a designated initial consumer with information regarding the Plan. 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 provided to the consumer. 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 an 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 to 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 to Drive and the Provider and may not be transferred or assigned to any other person or party. 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. LIMITED SERVICES WARRANTY; 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.

## G. 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 and warranty work for any FDA regulated product.
2. No Warranty. Nothing in this document shall be construed as a warranty, extended warranty or as a modification to any warranty applicable to the Covered Product.
3. Subcontractors. Drive, in its sole discretion, may subcontract any services provided under the Plan.
4. Governing Law. This document and the Plan shall be governed by, construed and interpreted in accordance with the laws of the State of South Carolina.
5. 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.

## H. DRIVE CONTACT INFORMATION

Drive Medical, Inc.  
99 Seaview Blvd.  
Port Washington, NY 11050  
Power Hotline: 866.621.4933