

New Hampshire Insurance Company
Gateway Extended Service Plan
Consumer Electronics Products

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

This Plan extends the term of the manufacturer’s limited warranty coverage for Gateway branded consumer electronics products or eMachines-branded personal computer, server or other Gateway or eMachines-branded hardware identified on your invoice. For products and/or Plans purchased directly from Gateway, the product covered by this Plan and the term of this Plan are described in your invoice. This Plan together with your invoice or other evidence of purchase of the Plan shall collectively constitute the entire agreement relating to this Plan. For products purchased directly from Gateway, Plan coverage commences on the date your product is shipped by Gateway. For products purchased from an authorized Gateway reseller, Plan coverage commences on the date you purchased your product. The Plan will expire after the term stated on your Gateway invoice. This Plan covers manufacturer’s defects in materials and workmanship that are the result of normal usage.

Limited Warranty:

Please refer to the Gateway Limited Warranty Agreement for the duration and terms of your limited warranty. The limited warranty is provided by Gateway and not by us.

Customer Requirements:

You must contact us to obtain service under this Plan. Please note that when contacting us via telephone, long distance and other charges may apply, depending upon your calling area.

- You must assist us in diagnosing issues with your Gateway product and follow our Plan guidelines. If we determine your product requires service, you must deliver it to our designated service facility. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to our service facility. We will pay the costs of returning the product to you from the service facility. If your Plan includes in-home service, we may, at our discretion, dispatch a service representative to repair or replace the product. Replacement parts will be, at our discretion, new, rebuilt (serviceably used) or non-original manufacturer’s parts that perform to the factory specifications of the product.
- You are responsible for properly maintaining your product and protecting it from damage.
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.

Limitations:

- This Plan does not cover damages caused by your failure to follow all instructions contained in the product’s user guide, accident, misuse or abuse, or unauthorized parts or service.
- This Plan does not cover consumables, such as fuses, or the results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images and pixel failure within designed specifications or that do not materially alter the product’s functionality.
- This Plan does not cover defects to the product that you knew about before you purchased this Plan (a pre-existing condition).
- You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your Gateway product. You may not renew or extend this Plan.
- 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.
- This Plan may not be available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.

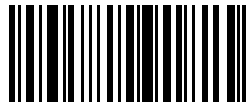
- This Plan does not cover incidental or consequential damages.
- This Plan does not provide coverage for normal wear and tear.
- No deductible applies to this Plan.

Cancellation:

You may cancel this Plan for any reason at any time. To cancel, you must send written notice to us, c/o: Gateway Service Contract Cancellation, Customer Service Department, 610 Gateway Drive, North Sioux City, SD 57049. Unless otherwise specified under applicable law, if you cancel within 30 days after you received this Plan, we will issue a full refund of the Plan purchase price less the cost of parts/services provided during the first 30 days (the "30-Day Refund"). If we fail to pay you the 30-Day Refund within 45 days of your cancellation of this Plan and the Plan is deemed void under applicable law, you may also be entitled to a monthly penalty equal to 10% of the Plan purchase price in addition to the 30-Day Refund. If you cancel after 30 days, we will refund a pro rata portion of the Plan purchase price based on the time expired (measured on a weekly basis) less a cancellation charge of \$25 or 10% of the Plan purchase price (whichever is less), and less the cost of any parts/services actually provided to you prior to cancellation. We cannot cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by a regulatory authority. If Gateway cancels this Plan, we will give you 30 days advance notice and refund a pro rata portion of the purchase price based on the time expired (measured on a weekly basis).

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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