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www.violins.com

## PROTECTION PLAN TERMS AND CONDITIONS

Lisle Violin Shop will maintain the covered instrument, bow, and/or case in excellent playing condition. Lisle Violin Shop will repair or replace with items of comparable make, quality, and condition, the covered instrument, bow, and/or case in the event of accidental damage, fire, or theft, according to the Terms and Conditions stated on this page and as referenced by invoice for the purchase of this Protection Plan. **Strings which, under normal use, break, unwind or become false will be replaced at no charge with Lisle Violin Shop brand strings.** All covered charges will be paid by the Protection Plan. There is no deductible.

Instruments, bows, and/or cases purchased or rented from Lisle Violin Shop are eligible for Protection Plan coverage. Accessory items are not eligible for inclusion in the Protection Plan. For purchasers, if the Protection Plan is not purchased at the same time as the instrument, repairs at the expense of the purchaser may be required before the instrument is eligible for full coverage under the Protection Plan. Damage sustained and unrepaired prior to the purchase of the Protection Plan will not be covered by the Protection Plan. **Instruments, bows, and/or cases used in performance for pay are not eligible for coverage under the Protection Plan.** The Protection Plan is available only to the original Renters or Purchasers from Lisle Violin Shop and cannot be transferred nor may any fees paid be refunded.

The Customer, at his/her expense, is responsible to present instrument bow, and/or case to Lisle Violin Shop, at its regular business location(s), in person or by common carrier, for repair or replacement as required. Lisle Violin Shop may also provide other pickup and delivery services for the convenience of its customers.

Suspension of the Protection Plan will occur if Rental or Revolving Charge Customers are more than thirty days past due. Reinstatement will be effective upon receipt of all delinquent charges, including additional Finance and/or Late Charges as provided in the customer's contract. Loss or accidental damage during a time of suspension will not be covered and repair or replacement costs at the usual and customary rates will be the responsibility of the customer.

**Exclusions from maintenance and replacement protection are cosmetic damage that does not impede the tone or playability of the instrument,** loss due to negligence, mysterious disappearance, damage from repair by unauthorized persons, arson, vandalism, intentional abuse, civil insurrection, military or warlike action, or nuclear accident. Coverage for any modifications made to the instrument, bow or case including but not limited to pickups or other electronic modifications are excluded under the Protection Plan. This plan does not cover installation for any modifications. **This plan excludes damage to items caused by mishandling by third party baggage or shipping personnel as well as heat damage resulting from improper care or storage of items. Any repairs necessary to fix damage resulting from the above will be the responsibility of the plan participant. The Protection Plan is only valid within the United States of America. Damage occurring to items under the Protection Plan while outside of the United States of America will not be covered.**

Proof of Loss is required for loss by theft or fire. **In the event of theft, the customer must contact the appropriate law enforcement agency within 30 days of the theft and provide us with a copy of the official report.** In the event of fire, the remains of the instrument, bow, and/or case must be presented. In all events, theft, fire, or accidental damage, the customer must provide a signed, detailed statement describing the circumstances in which the loss occurred. If other insurance coverage is provided, the customer grants to Lisle Violin Shop the right to recover repair and replacement costs as provided by his/her insurance carrier, or from any responsible third party. Neither Party shall have any right to consequential damages by reason of nonperformance of this agreement, including loss of playing time or inconvenience to the customer.

Lisle Violin Shop's Liability shall, in no event, exceed the lesser of restoration to playing condition or replacement. Lisle Violin Shop will be the sole judge of the applicability of the terms and conditions of the Protection Plan. The selection of repair or maintenance method or the selection of a replacement instrument, bow, and/or case is solely at the discretion of Lisle Violin Shop. Terms and Conditions of the Protection Plan do not express or imply a cash settlement. Lisle Violin Shop reserves the right to cancel protection if the customer is determined to be negligent or intentionally abusive. Lisle Violin Shop also reserves the right to pursue any legal means of recourse to protect its ownership or security interest, if applicable, in the instrument, bow, and/or case.

REV: 05/24/2024