# HOME PROTECTION SERVICE AGREEMENT **TERMS & CONDITIONS**

#### **DEFINITIONS**

Throughout this document, the following capitalized words in bold have the stated meaning:

- A. "We", "Us", "Our", "Obligor", "Provider": the party or parties obligated to provide service under this Contract as the home service contract provider, TMI Solutions, LLC, 360 Market Place, Roswell, GA 30075. EXCEPT AS OTHERWISE SPECIFIED IN THE "SPECIAL STATE REQUIREMENTS" SECTION.
- "Administrator": the entity responsible for administrating benefits to You in accordance with the terms and conditions of this Contract, TMI Solutions, LLC, 360 Market Place, Roswell, GA 30075. EXCEPT AS OTHERWISE SPECIFIED IN THE "SPECIAL STATE REQUIREMENTS" SECTION.
- "You", "Your": the purchaser of this Service Agreement that is listed on the attached Declaration of Coverage who is to receive the benefits outlined herein.
- "Service Agreement", "Agreement": this home protection service agreement terms and conditions document.
- "Declaration of Coverage": the separate document provided by Us that lists important information regarding the coverage that is to be provided under the terms and conditions of this Service Agreement. THIS AGREEMENT IS NOT VALID WITHOUT A DECLARATION OF COVERAGE
- "Residential", "Residence": refers to the single family home, townhome, condominium, multi-family property (i.e. duplex or triplex), or mobile home attached to a permanent foundation that is occupied by You or Your authorized occupant.

  "Covered System(s)": the Residential plumbing, central home air conditioning, central home heating, interior electrical, external sewer line,
- and/or external water line system(s) that is/are covered under this Service Agreement; in accordance with the BASE COVERAGE PLAN and OPTIONAL COVERAGE UPGRADE(S) You have purchased, as confirmed on Your Declaration of Coverage.
- "Covered Product(s)": the residential appliance or electronic item(s) that is covered under this Service Agreement; in accordance with the BASE COVERAGE PLAN, and if applicable to You, OPTIONAL COVERAGE UPGRADE, that You have purchased and as confirmed on Your Declaration of Coverage.
- "Covered Component(s)", "Component(s)": the specific parts and/or mechanisms in association with Your Covered Product(s) and/or Covered System(s) that are covered under this Service Agreement. I.
- "Breakdown": the mechanical or electrical breakdown of Your Covered Product / Covered System to perform its intended function including defects in materials or workmanship and normal wear and tear, occurring during its normal use.
- "Claim": a demand for payment in accordance with this Service Agreement sent by You.
- "Emergency Claim": a Breakdown (or suspected Breakdown) of Your Covered Product or Covered System that affects the safe inhabitability of Your covered Residence; including, the Breakdown of a central home air conditioning Covered System or central home heating Covered System when the temperature outside the covered Residence exceeds 90 degrees Fahrenheit or drops below 40 degrees Fahrenheit; respectively.
- M. "Waiting Period": the period of time starting on the Agreement purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Service Agreement.
- "Trade Service Fee": the deductible amount You are required to pay, per Claim, to the Administrator prior to receiving covered services under this Service Agreement (if any), as indicated on Your Declaration of Coverage.

# **COVERAGE ELIGIBILITY**

In order for a system or appliance to be considered eligible for coverage under this Agreement, the system or appliance must:

- Be located within a Residence, as defined;
- Be "Domestic Grade" (meaning, items that are manufactured and marketed solely for use in a residential, single-family dwelling);
- Be located within the confines of the main foundation of the Residence or Residence's garage (with exception to the exterior air conditioner, pool equipment, spa equipment, exterior water line, or exterior sewer line; as applicable to Your coverage plan selection and purchased by You and confirmed on Your Declaration of Coverage.
- Not be an "Excluded Property" (meaning, any home/building listed on a historical register or used in whole or in part for business purposes; such as, but not limited to: day care, group home, rest home, church, school, or sorority/fraternity, or that is designated as a common area whereby the location or items within the location are intended to be shared by non-purchasers of this Agreement).
- The appliance or system must be reasonably clean and accessible at the time of service.

For central home air conditioning system: system must be the main centrally ducted electric air conditioning system of the Residence (includes heat pump) and rated at five (5) ton capacity or less in order to be eligible for coverage under this Agreement.

For central home heating system: system must be the main forced air central heat source (natural gas, electric, oil or propane) of the Residence, or a natural gas, electric, oil or propane space heater that is rated for residential use and is the primary source of heat for the Residence in order to be eligible for coverage under this Agreement.

# **COVERAGE PERIOD & BILLING**

This Service Agreement contains a Waiting Period of thirty (30) days that begins upon initial receipt of Your Service Agreement fee. During this Waiting Period, no Claims are eligible for processing under this Agreement.

Upon expiration of the Waiting Period, coverage under this Agreement begins ("Effective Date"), and continues for the period of time outlined below that is applicable to Your Agreement purchase and confirmed on Your Declaration of Coverage ("Term"):

- Annual Term: coverage begins on the Effective Date and continues for eleven (11) months thereafter. In the event You elect to renew Your annual Term, coverage begins of the Effective Date and Continues for eleverit (17) months interesting. In the event rou elect to reliew rour annual Term, coverage will include twelve (12) months. NOTICE: Your annual Agreement fee is subject to change. In the event of change, You will receive written notice at Your current address in Our file (email or physical address as necessary) at least sixty (60) days prior to implementation. You then have the option to either: (a) pay the new annual fee amount when due and have coverage continue; or (b) cancel Your coverage by notifying us as outlined in the "XIV. CANCELLATION..." provision of this Agreement.
- Quarterly Term: coverage begins on the Effective Date and continues for two (2) months thereafter. In the event You elect to renew Your quarterly Term, coverage will include three (3) months. NOTICE: Your quarterly Agreement fee is subject to change. In the event of change, You will receive written notice at Your current address in Our file (email or physical address as necessary) at least sixty (60) days prior to implementation. You then have the option to either: (a) pay the new quarterly amount when due and have coverage continue; or (b) cancel Your coverage by notifying us as outlined in the "XIV. CANCELLATION..." provision of this Agreement.
- Monthly Term: coverage begins on the Effective Date and continues each new month as long as Your monthly Service Agreement fee is paid on time. NOTICE: Your monthly Agreement fee is subject to change. In the event of change, You will receive written notice at Your current address in Our file (email or physical address as necessary) at least thirty (30) days prior to implementation. You then have the option to either: (a) pay the new monthly amount when due and have coverage continue; or (b) cancel Your coverage by notifying us as outlined in the "XIV. CÁNCELLATION..." provision of this Agreement.

NOTE: If You submit a Claim during a time in which there are unpaid Service Agreement fee and/or Trade Service Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balance prior to providing coverage for Your Claim, at Our discretion.

# IV. AUTOMATIC RENEWAL

Your coverage under this Service Agreement will automatically renew as long as payment of the Service Agreement fee is received by the Administrator on or before the due date. If You wish to non-renew Your coverage under this Service Agreement, please call Our authorized representative at 1-888-508-8886 prior to Your next billing cycle due date.

#### V. YOUR RESPONSIBILITIES

You are required to keep Your Covered Product/Covered System properly maintained and installed in accordance with the manufacturer's or builder's specifications. This Agreement does not cover costs for such maintenance, and any Breakdown that has been determined by Us to be caused by the failure of keeping such maintenance and installation requirements will not be covered under this Service Agreement. You are required to notify the Administrator immediately in the event of a Breakdown or suspected Breakdown.

#### VI. TRADE SERVICE FEE

You are required to pay the Trade Service Fee to the Administrator for the handling of each Claim You initiate under this Agreement. The Trade Service Fee amount varies by "BASE COVERAGE PLAN" and "OPTIONAL COVERAGES", as shown in sections VIII and IX below, and is applicable to You in accordance with whichever plan and options You have purchased. You can confirm which plan and options You have purchased by referring to Your Declaration of Coverage.

#### VII. WHAT IS COVERED - GENERAL

In the event of a covered Breakdown or otherwise noted covered Claim, We will arrange for an authorized contracting servicer to provide Service for Your Covered Product/Covered System ("Service" includes costs associated with the access\*, diagnosis, repair, and installation of a Component in event of a covered Breakdown). At Our sole discretion, We may decide to provide a replacement or reimbursement towards the cost of replacement in lieu of Service. For any Claim, We reserve the right to obtain a second opinion at Our expense. We reserve the right to choose the qualified service contractor and to facilitate the Service associated with Your Covered Product/Covered System. (\*NOTICE: "access" as used above for "Service" does NOT include cutting walls and/or floors in order to get to any pipes that may be part of a Covered Product/Covered System)

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED..." This Service Agreement only provides coverage outlined in the "VII. BASE COVERAGE PLANS" and "VIII. OPTIONAL COVERAGE UPGRADES" sections below that have been selected and purchased by You, as confirmed on Your Declaration of Coverage.

Coverage described in this Agreement will not replace or provide duplicative benefits during any active manufacturer's or builder's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Agreement; regardless of the manufacturer's ability to fulfill its obligations. This Agreement will not provide duplicative coverage for perils or losses that are covered under any home owner's or other property insurance policies. PARTS USED TO REPAIR OR REPLACE COMPONENTS OF YOUR COVERED PRODUCT/COVERED SYSTEM MAY BE NEW, REFURBISHED, OR NON-MANUFACTURER PARTS THAT FIT THE SPECIFICATIONS OF YOUR COVERED PRODUCT/COVERED SYSTEM.

# ALL OPTIONS ARE SUBJECT TO THE "XI. LIMITATIONS OF LIABILITY" AND "XIII. WHAT IS NOT COVERED-GENERAL EXCLUSIONS" PROVISIONS.

- About Replacements: In the event We determine to provide a replacement in association with Your Covered Product/Covered System, such replacement will be of like kind and quality with similar features, functionality, capacity, and efficiency, but may not be the same brand or color or exact dimensions as Your original Covered Product/Covered System. Technological advances may result in a replacement product with a lower selling price than Your original Covered Product, and no reimbursements will be provided based on any cost difference. Any and all parts or units replaced under the provisions of this Agreement become Our property in their entirety.
- <u>About Reimbursements:</u> In the event We determine that Your Covered Product/Covered System cannot be repaired or feasibly replaced, We will
  determine the reimbursement amount based on standard Service costs for the same type of Breakdown or Claim, and deduct any previous Claims
  paid by Us the applicable Covered Product/Covered System, and provide You with the net amount. (Subject to the applicable Claim Maximum
  for the Covered Products/Covered Systems, as outlined in section "XI. LIMIT OF LIABILITY AND CONDITIONS".)



#### **VIII. BASE COVERAGE PLANS**

#### 1) "PLATINUM PREMIER PLAN"

List of Covered Products: Built-in microwave, kitchen exhaust fan, ceiling fans, range/oven/cooktop, dishwasher, range hood, garage door opener, refrigerator (including ice maker), garbage disposal, whole house humidifier, ductwork, and water heater.

Components Eligible for Coverage – Built-in microwave: door interlock electrical switch, touch pad/controller, control board, power supply, motor, and related electrical parts. Kitchen exhaust fan: all internal related electrical parts including belts, fan motors, motors, switches, relays and control boards. Ceiling fans: ceiling fan motors and controls (replaced with builder's standard only). Range/oven/cooktop: gas valve, main burner, pilot burner, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements (replaced with builder's standard only), and internal wiring. Dishwasher: heating element, pump, thermostat, thermal fuse, washer and spray arms, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. Range hood: all internal related electrical parts including fan motors, motors, switches, relays, and control boards. Garage door opener: all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly, and sensors. Refrigerator (including leam control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, gaskets, valves, and electronics circuits; and for ice maker: mold and heater assembly, refill bearing, ice stripper, heating element, micro switch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm. Garbage disposal: all mechanical and electrical parts. Whole house humidifier: all internal electrical parts and fan motor. Ductwork: accessible ductwork from Covered System unit to the point of attachment to registers or grills (as referenced here, the Covered System implies the central home heating system or central home air conditioning system). Water heater: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief

electrical heating element.

NOT COVERED (EXCLUSIONS) — BUILT-IN MICROWAVE: COUNTERTOP UNITS, DOOR GLASS, CLOCKS, ROTISSERIES, INTERIOR LININGS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, KITCHEN EXHAUST FAN: ROOFTOP EXHAUST UNITS, FILTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING, CEILING FANS: REMOTE TRANSMITTER UNITS, LIGHT FIXTURES ON CEILING FANS, REMOVABLE ATTACHMENTS, AND WALL FANS. RANGE/OVEN/COOKTOP: CLOCKS, MEAT PROBE ASSEMBLIES, ROTISSERIES, RACKS, HANDLES, KNOBS, SENSI-TEMP BURNERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE OF AN OVEN DOOR OR GLASS/CERAMIC COOKTOP. DISHWASHER: BASKETS, ROLLERS, RACKS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. RANGE HOOD: ROOFTOP EXHAUST UNITS, FILTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. GARAGE DOOR OPENER: CABLES, SPRINGS, HANDLES, WHEELS, WHEELS, WHEEL TRACK, TRACK ASSEMBLY, DOORS, HINGES, REMOTE TRANSMITTERS, FREQUENCY INTERFERENCE, LIGHTS, OR EXTERIOR MOUNTED KEY PADS. REFRIGERATOR (INCLUDING ICE MAKER: CHILLED WATER DISPENSER AND RESPECTIVE PARTS, FOOD SPOILAGE, MEDIA CENTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING; AND FOR ICE MAKER: SPRINGS, HINGES, LINERS, BASKETS, RACKS, ROLLERS, HANDLES, OR SHELVES GARBAGE DISPOSAL: ANY DAMAGE OR FAILURE RESULTING FROM BONES OR FOREIGN OBJECTS. WHOLE HOUSE HUMIDIFIER: PORTABLE ROOM HUMIDIFIERS, WICKS, FILTERS, DEMINERALIZATION CARTRIDGES, UV LIGHT BULBS, AND BACTERIA TREATMENT ADDITIVES OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. WATER HEATERS, OLL-FIRED WATER HEATERS, SECONDARY HOLDING OR STORAGE TANKS, ANDDE RODS, NOISE, THERMAL EXPANSION TANKS, FUEL STORAGE TANK, HEAT RECOVERY UNITS, FLUES, PIPING, INSULATION, OR T&P DISCHARGE LINES.

**List of Covered Systems:** Central home forced air heating system (natural gas, electric, oil or propane), interior electrical system, plumbing system (includes stoppages; EXCLUDES FIXTURES), and if separately elected, central home air conditioning system.

Components Eligible for Coverage — Central home heating system: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Interior electrical system: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. Plumbing system: all interior plumbing including angle stops, risers, waste vents, P-trap assemblies, and interior hose bibs; and for stoppages: clearing of mainline, sewer, and lateral drain line stoppages up to 100 feet from access point (when such can be cleared with standard sewer cable through an accessible, existing ground-level cleanout without the need for excavation); P-traps; drains; and overflow access points (IF ELECTED:) Central home air conditioning system: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.

NOT COVERED (EXCLUSIONS) - CENTRAL HOME HEATING SYSTEM: SOLAR HEATING SYSTEMS, FIREPLACES, CHIMNEYS, HEAT LAMPS, FUEL STORAGE TANKS, LINERS, REGISTERS, GRILLS, TIMERS, FLUES AND VENTS, FILTERS, IMPROPERLY SIZED HEATING SYSTEMS, EXPANSION TANKS, FREE-STANDING OR PORTABLE HEAT UNITS, ANY PARTS RELATED TO GEOTHERMAL OR WATER SOURCE HEAT PUMPS, OR PELLET STOVES. INTERIOR ELECTRICAL SYSTEMS: FIXTURES, ATTIC OR WHOLE HOUSE EXHAUST FANS: DOOR BELLS; INTERCOM SYSTEMS; ALARM SYSTEMS; CENTRAL VACUUM SYSTEMS; AUDIOWIDEO/COMPUTER WIRING OR CABLE: DIRECT CURRENT (DC) WIRING AND SYSTEMS; EXTERIOR WIRING AND COMPONENTS: TELEPHONE WIRING; INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR POWER SURGE; LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND PALAYS); LOAD CONTROL DEVICES; ELECTRICAL GENERATION SYSTEMS; SOLAR ELECTRICAL SYSTEMS; IMERS, TOUCH PAD ASSEMBLIES; REMOTE CONTROLS; OR ANY DAMAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD. PLUMBING SYSTEMS; INTURES; ALL PIPING AND PLUMBING OUTSIDE OF THE PERIMETER OF THE FOUNDATION OR BELOW THE FOUNDATION OF THE COVERED RESIDENCE; BATH TUBS; GAS LINES; CAULKING OR GROUTING; TOILETS AND ALL TOILET PARTS; HOLDING AND PRESSURE TRANKS; JET PUMPS; LAUNDRY TUBS; LAWN SPRINKLER SYSTEMS; PRESSURE REQULATING DEVICES; CONDITIONS OF EXCESSIVE OR INSUFFICIENT WATER PRESSURE; EXTERIOR HOSE BIBS; WATER SUPPLY LINES TO A REFRIGERATOR; ANY REPAIRS NECESSARY IN ORDER TO ACCESS INTERIOR LINES LOCATED OUTSIDE THE CONFINES OF THE MAIN FOUNDATION OF THE COVERED RESIDENCE (REGARDLESS OF PROXIMITY TO 100 FT ACCESS POINT; ACCESS OF DRAIN OR SEWER LINES FROM ROOF VENTS; REMOVAL OF A TOILET; AND COSTS ASSOCIATED UNTISID ETHE CONFINES OF THE MAIN FOUNDATION OF THE COVERED RESIDENCE (REGARDLESS OF PROXIMITY TO 100 FT ACCESS POINT; ACCESS OF DRAIN OR SEWER LINES FROM ROOF VENTS; REMOVAL OF A TOILET; AND COSTS ASSOCIATED UNTISID ETHE CONFINES OF THE MAIN FOUNDATION OF THE COVERED RESIDENCE (REGARDLESS OF PROXIMITY TO 100 FT ACCESS POINT; ACCESSION, OR INSTALLING A GROUND-LEVEL CLEANOUT. (IF ELECTED.) CENTRAL AIR COND

#### 2) "PLATINUM PLAN"

List of Covered Products: Built-in microwave, kitchen exhaust fan, range/oven/cooktop, dishwasher, refrigerator (EXCLUDES ICE MAKER), garbage disposal, whole house humidifier, and water heater.

Components Eligible for Coverage – Built-in microwave: door interlock electrical switch, touch pad/controller, control board, power supply, motor, and related electrical parts. Kitchen exhaust fan: all internal related electrical parts including belts, fan motors, motors, switches, relays and control boards. Range/oven/cooktop: gas valve, main burner, pilot burner, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements (replaced with builder's standard only), and internal wiring. Dishwasher: heating element, pump, thermostat, thermal fuse, washer and spray arms, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. Refrigerator: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motor, compressor, pulleys, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, gaskets, valves, and electronics circuits. Garbage disposal: all mechanical and electrical parts. Whole house humidifier: all internal electrical parts and fan motor. Water heater: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.

manifold, relief valve, vent damper, and electrical heating element.

NOT COVERED (EXCLUSIONS) – BUILT-IN MICROWAVE: COUNTERTOP UNITS, DOOR GLASS, CLOCKS, ROTISSERIES, INTERIOR LININGS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING. KITCHEN EXHAUST FAN: ROOFTOP EXHAUST UNITS, FILTERS, DUCTWORK OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. RANGE/OVEN/COOKTOP: CLOCKS, MEAT PROBE ASSEMBLIES, ROTISSERIES, RACKS, HANDLES, KNOBS, SENSI-TEMP BURNERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE OF AN OVEN DOOR OR GLASS/CERAMIC COOKTOP. DISHWASHER: BASKETS, ROLLERS, RACKS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. REFRIGERATOR: ICE MAKER AND RESPECTIVE PARTS (SPRINGS, HINGES, LINERS, BASKETS, RACKS, ROLLERS, HANDLES, AND SHELVES); CHILLED WATER DISPENSER AND RESPECTIVE PARTS; FOOD SPOILAGE, MEDIA CENTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. GARBAGE DISPOSAL: ANY DAMAGE OR FAILURE RESULTING FROM BONES OR FOREIGN OBJECTS. WHOLE HOUSE HUMIDIFIER: PORTABLE ROOM HUMIDIFIER, WICKS, FILTERS, DEMINERALIZATION CARTRIDGES, UV LIGHT BULBS, AND BACTERIA TREATMENT ADDITIVES OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. WATER HEATERS, OLL-FIRED WATER HEATERS, SECONDARY HOLDING OR STORAGE TANKS, ANODE RODS, NOISE, THERMAL EXPANSION TANKS, FUEL STORAGE TANK, HEAT RECOVERY UNITS, FLUES, PIPING, INSULATION, OR T&P DISCHARGE LINES.

List of Covered Systems Central home forced air heating system (natural gas, electric, oil or propane), interior electrical system, and if separately elected, central home air conditioning system.

Components Eligible for Coverage – Central home heating system: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. <a href="Interior electrical system:">Interior electrical system:</a> all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. (IF ELECTED:) Central air conditioning system: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.

timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.

NOT COVERED (EXCLUSIONS) – CENTRAL HOME HEATING SYSTEM: SOLAR HEATING SYSTEMS, FIREPLACES, CHIMNEYS, HEAT LAMPS, FUEL STORAGE TANKS, LINERS, REGISTERS, GRILLS, TIMERS, FLUES AND VENTS, FILTERS, IMPROPERLY SIZED HEATING SYSTEMS, EXPANSION TANKS, FREE-STANDING OR PORTABLE HEAT UNITS, ANY PARTS RELATED TO GEOTHERMAL OR WATER SOURCE HEAT PUMPS, OR PELLET STOVES. INTERIOR ELECTRICAL SYSTEM: FIXTURES; ATTIC OR WHOLE HOUSE EXHAUST FANS; DOOR BELLS; INTERCOM SYSTEMS; ALARM SYSTEMS; CENTRAL VACUUM SYSTEMS; AUDIO/VIDEO/COMPUTER WIRING OR CABLE; DIRECT CURRENT (DC) WIRING AND SYSTEMS; EXTERIOR WIRING AND COMPONENTS; TELEPHONE WIRING; INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR POWER SURGE; LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND RELAYS); LOAD CONTROL DEVICES; ELECTRICAL GENERATION SYSTEMS; SOLAR ELECTRICAL SYSTEMS; TIMERS; TOUCH PAD ASSEMBLIES; REMOTE CONTROLS; OR ANY DAMAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD. (IF ELECTED;) CENTRAL AIR CONDITIONING SYSTEM: GAS SYSTEMS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS, REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS, CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT, LINE SETS, FREON RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, CHILLED WATER SYSTEMS, UNIT ACCESSORIES, IMPROPERLY SIZED HOME COOLING SYSTEMS, OR WALL UNITS THAT ARE NOT DUCTED AS DESIGNED AND INTENDED BY THE MANUFACTURER.



#### 3) "KITCHEN PLUS PLAN"

List of Covered Products: Built-in microwave, kitchen exhaust fan, range/oven/cooktop, dishwasher, refrigerator (EXCLUDES ICE MAKER), garbage disposal, and water heater.

Components Eligible for Coverage – Built-in microwave: door interlock electrical switch, touch pad/controller, control board, power supply, motor, and related electrical parts. Kitchen exhaust fan: all internal related electrical parts including belts, fan motors, motors, switches, relays and control boards. Range/oven/cooktop: gas valve, main burner, pilot burner, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements (replaced with builder's standard only), and internal wiring. Dishwasher: heating element, pump, thermostat, thermal fuse, washer and spray arms, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. Refrigerator: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motor, compressor, pulleys, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, gaskets, valves, and electrical parts. Water heater: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.

NOT COVERED (EXCLUSIONS) – <u>BUILT-IN MICROWAVE</u>: COUNTERTOP UNITS, DOOR GLASS, CLOCKS, ROTISSERIES, INTERIOR LININGS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING, <u>KITCHEN EXHAUST FAN</u>: ROOFTOP EXHAUST UNITS, FILTERS, DUCTWORK OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. <u>RANGE/OVEN/COOKTOP</u>: CLOCKS, MEAT PROBE ASSEMBLIES, ROTISSERIES, RACKS, HANDLES, KNOBS, SENSI-TEMP BURNERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE OF AN OVEN DOOR OR GLASS/CERAMIC COOKTOP. <u>DISHWASHER</u>: BASKETS, ROLLERS, RACKS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. <u>REFRIGERATOR</u>: ICE MAKER AND RESPECTIVE PARTS (SPRINGS, HINGES, LINERS, BASKETS, RACKS, ROLLERS, HANDLES, AND SHELVES); CHILLED WATER DISPENSER AND RESPECTIVE PARTS; FOOD SPOILAGE, MEDIA CENTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING. <u>GARBAGE DISPOSAL</u>: ANY DAMAGE OR FAILURE RESULTING FROM BONES OR FOREIGN OBJECTS. <u>WATER HEATER</u>: SOLAR WATER HEATERS, OIL-FIRED WATER HEATERS, SECONDARY HOLDING OR STORAGE TANKS, ANODE RODS, NOISE, THERMAL EXPANSION TANKS, FUEL STORAGE TANK, HEAT RECOVERY UNITS, FLUES, PIPING, INSULATION, OR T&P DISCHARGE LINES.

#### List of Covered Systems: interior electrical system only.

Components Eligible for Coverage - all interior AC wiring including receptacles, switches, fuses, single and two pole breakers.

NOT COVERED (EXCLUSIONS) – BITTURES; ATTIC OR WHOLE HOUSE EXHAUST FANS; DOOR BELLS; INTERCOM SYSTEMS; ALARM SYSTEMS; CENTRAL VACUUM SYSTEMS; AUDIO/VIDEO/COMPUTER WIRING OR CABLE; DIRECT CURRENT (DC) WIRING AND SYSTEMS; EXTERIOR WIRING AND COMPONENTS; TELEPHONE WIRING; INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR POWER SURGE; LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND RELAYS); LOAD CONTROL DEVICES; ELECTRICAL GENERATION SYSTEMS; SOLAR ELECTRICAL SYSTEMS; TIMERS; TOUCH PAD ASSEMBLIES; REMOTE CONTROLS; OR ANY DAMAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD.

#### 4) "HEATING & HOME COOLING PLAN"

List of Covered Products: whole house humidifier only.

Components Eligible for Coverage – all internal electrical parts and fan motor.

NOT COVERED (EXCLUSIONS) – <u>WHOLE HOUSE HUMIDIFIER:</u> PORTABLE ROOM HUMIDIFIER, WICKS, FILTERS, DEMINERALIZATION CARTRIDGES, UV LIGHT BULBS, AND BACTERIA TREATMENT ADDITIVES OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING.

List of Covered Systems: Central home forced air heating system (natural gas, electric, oil or propane), central home air conditioning system, and interior electrical system.

Components Eligible for Coverage – Central home heating system: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Central air conditioning system: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. Interior electrical system: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers.

all interior AC wiring including receptacles, switches, fuses, single and two pole breakers.

NOT COVERED (EXCLUSIONS) – CENTRAL HOME HEATING SYSTEM: SOLAR HEATING SYSTEMS, FIREPLACES, CHIMNEYS, HEAT LAMPS, FUEL STORAGE TANKS, LINERS, REGISTERS, GRILLS, TIMERS, FLUES AND VENTS, FILTERS, IMPROPERLY SIZED HEATING SYSTEMS, EXPANSION TANKS, FREE-STANDING OR PORTABLE HEAT UNITS, ANY PARTS RELATED TO GEOTHERMAL OR WATER SOURCE HEAT PUMPS, OR PELLET STOVES. CENTRAL AIR CONDITIONING SYSTEM: GAS SYSTEMS, BASEBOARD CASINGS, COILS, LINE DRIERS, PORTABLE UNITS, REGISTERS, GRILLS, CLOCKS, TIMERS, FLUES AND VENTS, CONDENSER CASINGS, PORTABLE ELECTRIC AIR CLEANERS, FILTERS, SERVICE VALVES, DRIERS, REFRIGERANT, REFRIGERANT LINE SETS, FREON RECLAMATION, BELTS, WIRING, WIRING HARNESS, CIRCUIT BREAKERS, DRAINS, PRIMARY AND SECONDARY DRAIN PANS, DRAIN LINE STOPPAGES, ROOF JACKS OR STANDS, CHILLED WATER SYSTEMS, UNIT ACCESSORIES, IMPROPERLY SIZED HOME COOLING SYSTEMS, OR WALL UNITS THAT ARE NOT DUCTED AS DESIGNED AND INTENDED BY THE MANUFACTURER. INTERIOR ELECTRICAL SYSTEM: FIXTURES; ATTIC OR WHOLE HOUSE EXHAUST FANS; DOOR BELLS; INTERCOM SYSTEMS; ALARM SYSTEMS; CENTRAL VACUUM SYSTEMS; AUDIO/VIDEO/COMPUTER WIRING OR CABLE; DIRECT CURRENT (DC) WIRING AND SYSTEMS; EXTERIOR WIRING AND COMPONENTS; TELEPHONE WIRING; INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR POWER SURGE; LOW VOLTAGE SYSTEMS (INCLUDING WIRING AND RELAYS); LOAD CONTROL DEVICES; ELECTRICAL GENERATION SYSTEMS; SOLAR ELECTRICAL SYSTEMS; TIMERS; TOUCH PAD ASSEMBLIES; REMOTE CONTROLS; OR ANY DAMAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD.

#### IX. OPTIONAL COVERAGE UPGRADES:

#### A. "A LA CARTE"

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE — For BASE COVERAGE PLANS in which the following items are listed as "NOT COVERED", coverage under this Service Agreement is augmented to include the following:

List of Available Covered Products – clothes washing machine and clothes dryer; swimming pool and spa; swimming pool only; spa only; additional air conditioning unit; second refrigerator (EXCLUDES ICE MAKER); ceiling fans; ice maker (in refrigerator or standalone units); water heater; and range/oven/cooktop. EACH ITEM MUST BE LISTED ON YOUR DECLARATION OF COVERAGE IN ORDER TO BE COVERED UNDER THIS OPTION.

Components Eligible for Coverage – Clothes washing machine: water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, agitator, pump coupling, wigwag, drive belt, boot seal, and related electrical parts. Clothes dryer: gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, controls (replaced with builder's standard), timer, and electrical heating element. Swimming pool (and/or if elected, Spa): all above ground, accessible, working components and parts of the heating and pumping systems; gaskets; primary circulator pump; motor; relays and impellers; back flush valves; and check valves. Additional air conditioning unit: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits. Additional central home forced air heating system (natural gas, electric, oil or propane); gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Interior electrical system: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers. Second refrigerator (EXCLUDES ICE MAKER): condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motor, compressor, pulleys, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, gaskets, valves, and electronics circuits. Ceiling fans: ceiling fan motors and controls (re

igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements (replaced with builder's standard only), and internal wiring.

NOT COVERED (EXCLUSIONS) – CLOTHES WASHING MACHINE: REMOVABLE MINI-TUBS OR BUCKETS; SOAP DISPENSERS; FILTERS AND FILTER SCREENS; KNOBS AND DIALS; CLOTHING DAMAGE, WATER FLOW RESTRICTIONS DUE TO MINERAL DEPOSITS; DRAWERS; OR COSMETIC ISSUES SUCH AS DENTS OR SCRATCHES. CLOTHES DRIVER: VENTING; KNOBS AND DIALS; CLOTHING DAMAGE; LINT FILTERS AND LINT SCREENS; DRYER CABINET: FRAGRANCE COMPARTMENT; HUMIDITY CENTER; OR COSMETIC ISSUES SUCH AS DENTS OR SCRATCHES. SWIMMINS OOL (AND/OR IF ELECTED, SPA): SEALS AND HOSES; AUTOMATIC DISPENSERS FOR CHEMICALS; LIGHTS; LINERS; STRUCTURAL DEFECTS; SOLAR EQUIPMENT; JETS; ORNAMENTAL FOUNTAINS; WATERFALLS AND RESPECTIVE PUMPING SYSTEMS; COVERS AND RESPECTIVE PARTS OR EQUIPMENT; FILTERS; REMOTE CONTROL SYSTEMS; FREON RECLAMATION; BUILT-IN OR DETACHABLE CLEANING EQUIPMENT; INCIDING POOL SWEEPS, POP-UP HEADS, TURBO VALVES, SKIMMERS, CHLORINATORS AND IONIZERS; FUEL STORAGE TANKS; OR DISPOSABLE FILTRATION MEDIUMS, ADDITIONAL CENTERAL HOME HEATING SYSTEM; SOLAR HEATING SYSTEMS; FREO STANDING OR PORTABLE HEAT UNITS, ANY PARTS RELATED TO GEOTHERMAL OR WATER SOURCE HEAT PUMPS, OR PELLET STOVES, INTERIOR SELECTRICAL SYSTEM; FIXTURES, ATTIC OR WHOLE HOUSE EXHAUST FANS) DOOR BELLS; INTERCOM SYSTEMS; ALARM SYSTEMS; EXTERIOR WIRING AND COMPONENTS; TELEPHONE WIRING; INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR POWER SURGE; LOW VOLTAGE SYSTEMS (INQUIDING WIRING AND RELECTRICAL GENERATION SYSTEMS; ALDION/DEOCOMPUTER WIRING OR BASEMBELIES; REMOTE CONTROLS; OR ANY DAMAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD, ADDITIONAL AIR CONDITIONING UNIT; GAS SYSTEMS, BASEBOARD CASINGS, COILS, LINE ORIGINAL SYSTEMS (INQUIDING WIRING, INADEQUATE WIRING CAPACITY; POWER FAILURE/SHORTAGE OR FAILURE CAUSED BY CIRCUIT OVERLOAD, ADDITIONAL AIR CONDITIONING UNIT; GAS SYSTEMS, BASEBOARD CASINGS, COILS, LINE ORIGINAL SYSTEMS. (INQUIDING WIRIN

#### ("A. A LA CARTE" OPTIONAL COVERAGE UPGRADE CONTINUED...)

List of Available Covered Systems – plumbing system (EXCLUDES FIXTURES AND STOPPAGES); external sewer line system; external water line system; and well pump system. EACH SYSTEM MUST BE LISTED ON YOUR DECLARATION OF COVERAGE IN ORDER TO BE COVERED UNDER THIS OPTION.

Components Eligible for Coverage (per Covered System, as applicable to You and listed on Your Declaration of Coverage)

• <u>PLUMBING SYSTEM:</u> all interior plumbing including angle stops, risers, waste vents, P-trap assemblies, and interior hose bibs. **Trade Service Fee:** \$55 per Service request.

Aggregate Claims Maximum: Up to \$500 per consecutive 12-month period, per Covered System.

NOT COVERED (EXCLUSIONS) – PLUMBING SYSTEM: FIXTURES AND STOPPAGES; ALL PIPING AND PLUMBING OUTSIDE OF THE PERIMETER OF THE FOUNDATION OR BELOW THE FOUNDATION OF THE COVERED RESIDENCE; BATH TUBS; GAS LINES; CAULKING OR GROUTING; TOILETS AND ALL TOILET PARTS; HOLDING AND PRESSURE TANKS; JET PUMPS; LAUNDRY TUBS; LAWN SPRINKLER SYSTEMS; PRESSURE REGULATING DEVICES; CONDITIONS OF EXCESSIVE OR INSUFFICIENT WATER PRESSURE; EXTERIOR HOSE BIBS; WATER SUPPLY LINES TO A REFRIGERATOR; ANY REPAIRS NECESSARY IN ORDER TO ACCESS INTERIOR LINES OR PIPES; STOPPAGES (INCLUDING ANY DAMAGE OR FAILURE CAUSED BY ROOTS; COLLAPSED, BROKEN OR DAMAGED LINES LOCATED OUTSIDE THE CONFINES OF THE MAIN FOUNDATION OF THE COVERED RESIDENCE (REGARDLESS OF PROXIMITY TO 100 FT ACCESS POINT); ACCESS OF DRAIN OR SEWER LINES FROM ROOF VENTS; REMOVAL OF A TOILET; AND COSTS ASSOCIATED WITH LOCATING, ACCESSING, OR INSTALLING A GROUND-LEVEL CLEANOUT).

• <u>EXTERNAL SEWER LINE SYSTEM:</u> the lateral sewer service line that collects and conveys household sewage from Your Residence (includes the portion of the external sewer line that is the most direct line between the main sewer line and Your Residence that You are responsible for, as specified by Your city or municipality).

Trade Service Fee: None.

Aggregate Claims Maximum: Up to \$2,500 per consecutive 12-month period, per Covered System.

NOT COVERED (EXCLUSIONS) – EXTERNAL SEWER LINE SYSTEM: PRESSURE REDUCING VALVE; SEWER LINES THAT DO NOT CONNECT TO A MUNICIPAL OR CITY OWNED SEWER LINE; COVERAGE OF EXTERNAL SEWER LINE BEFORE THE MAIN SEWER CLEAN OUT IN YOUR RESIDENCE; BOOSTER PUMP; CURB VALVE; CURB BOX ADAPTER AND/OR COVER (UNLESS OWNED BY YOU); LAWN OR FIRE SPRINKLER SYSTEMS; ANY LEAKS INSIDE THE PREMISES BEYOND THE MAIN SERVER CLEANOUT IN THE RESIDENCE; SOD, SHRUBBERY, LANDSCAPING, FLOWERBEDS, TREES, OR MULCH THAT MUST BE MOVED IN ORDER TO REPAIR A SEWER LEAK OR PERFORM OTHER WORK (SUCH WILL BE REPLACED WITH GRASS SEED); AND ANY TYPE OF SEWER ODORS EMITTING FROM THE SEWER MAIN SYSTEM OR SEWER LINE THAT SEEP INTO THE DRAINAGE OR VENTING SYSTEM OF YOUR RESIDENCE.

• <u>EXTERNAL WATER LINE SYSTEM:</u> the water supply line to Your covered Residence that runs from Your water supply company to the water meter on Your Residential property that You are responsible for, as specified by Your city or municipality.

Trade Service Fee: None.

Aggregate Claims Maximum: Up to \$2,500 per consecutive 12-month period, per Covered System.

NOT COVERED (EXCLUSIONS) – EXTERNAL WATER LINE SYSTEM: MAIN SHUT-OFF RESIDENCE VALVE; BLOCKAGES; WATER TAPS; PRESSURE REDUCING VALVE; BOOSTER PUMP; METER PIT FRAME OR COVER; CURB VALVE; CURB BOX ADAPTER AND/OR COVER (UNLESS OWNED BY YOU); LAWN OR FIRE SPRINKLER SYSTEMS; ANY LEAKS INSIDE THE RESIDENCE BEYOND THE MAIN SHUT-OFF VALVE IN THE HOME; SOD, SHRUBBERY, LANDSCAPING, FLOWERBEDS, TREES OR MULCH THAT MUST BE MOVED IN ORDER TO REPAIR A SERVICE LEAK OR PERFORM OTHER WORK (SUCH WILL BE REPLACED WITH GRASS SEED).

• <u>WELL PUMP SYSTEM</u>: all components and parts of a well pump that is located in a well on Your Residential property that provides the primary source of domestic water for Your Residence.

Trade Service Fee: \$75 per Service request.

Aggregate Claims Maximum: Up to \$1,000 per consecutive 12-month period, per Covered System.

NOT COVERED (EXCLUSIONS) – WELL PUMP SYSTEM: WELL CASINGS; PRESSURE TANKS; PIPING OR ELECTRICAL LINES TO OR THAT CONNECT THE WELL PUMP WITH YOUR RESIDENCE; HOLDING OR STORAGE TANKS; RE-DRILLING OF WELLS.

#### B. "FOOD SPOILAGE"

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE – For BASE COVERAGE PLANS that include coverage for a refrigerator Covered Product, coverage under this Service Agreement is augmented to include the following:

**Coverage Details** – In the event of a covered Breakdown Claim for Your refrigerator or freezer Covered Product that results in a prolonged and continuous outage of 12 hours or more for refrigerated food and 24 hours or more for frozen foods, You are eligible to receive the following reimbursement for the replacement of spoiled food:

Trade Service Fee: None

**Aggregate Claims Maximum:** Up to \$250 per consecutive 12-month period. *NOTICE:* You will be required to submit proof of purchase (sales receipt/invoice) of the replacement items to the Administrator in order to receive this reimbursement.

NOT COVERED (EXCLUSIONS) – ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR YOUR REFRIGERATOR.

#### C. "A/C ADVANTAGE"

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE – For BASE COVERAGE PLANS that include coverage for a central home air conditioning Covered System, coverage under this Service Agreement is augmented to include the following:

**Components Eligible for Coverage** – refrigerant and coils ONLY.

Trade Service Fee: \$55 per Service request.

Aggregate Claims Maximum: Up to \$500 per consecutive 12-month period, per Covered System.

NOT COVERED (EXCLUSIONS) – REPLACEMENT OF THE A/C UNIT, INCLUDING HEAT PUMP, AND ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR YOUR CENTRAL AIR CONDITIONING SYSTEM.

#### D. "PLUMBING ADVANTAGE"

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE – For BASE COVERAGE PLANS that include coverage for a plumbing Covered System, coverage under this Service Agreement is augmented to include the following:

Components Eligible for Coverage - faucets, fixtures, and toilets (including wax seals, toilet flange, and internal mechanisms).

Trade Service Fee: \$55 per Service request.

Aggregate Claims Maximum: Up to \$500 per consecutive 12-month period.

NOT COVERED (EXCLUSIONS) – ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR YOUR PLUMBING SYSTEM.

# E. "ADVANTAGE PLUS"

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE – For BASE COVERAGE PLANS that include coverage for a plumbing and central home air conditioning Covered System, coverage under this Service Agreement is augmented to include the following:

Components Eligible for Coverage – For central home air conditioning Covered System: refrigerant and coils ONLY. For plumbing Covered System: faucets, fixtures, and toilets (including wax seals, toilet flange, and internal mechanisms).

Trade Service Fee: \$55 per Service request.

**Aggregate Claims Maximum:** Up to \$1,000 per consecutive 12-month period, per Covered System (subject to \$500 limit for any required air conditioning unit or heat pump upgrade, and \$500 for any required internal plumbing upgrade).

NOT COVERED (EXCLUSIONS) – FOR CENTRAL AIR CONDITIONING COVERED SYSTEM: REPLACEMENT OF THE A/C UNIT, INCLUDING HEAT PUMP, AND ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR YOUR CENTRAL AIR CONDITIONING SYSTEM. FOR PLUMBING COVERED SYSTEM: ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR YOUR PLUMBING SYSTEM.

# F. "DELUXE ADVANTAGE" formerly known as Total Advantage Plus (only available for "Platinum Premier Plan" with central home air conditioning system selected as additional Covered System)

IN ACCORDANCE WITH YOUR SEPARATE ELECTION AND PURCHASE, AS CONFIRMED ON YOUR DECLARATION OF COVERAGE – For BASE COVERAGE PLANS that include coverage for the following Covered Products and Covered Systems, coverage under this Service Agreement is augmented to include the following:

Coverage includes all that is referenced under the "E. ADVANTAGE PLUS" plan.

Components Eligible for Coverage – <u>Built-in microwave</u>: interior lining, door glass, clocks, and shelves. <u>Dishwasher</u>: racks, baskets, and rollers. <u>Garage door opener</u>: springs and tracks. <u>Range/oven/cooktop</u>: clocks, rotisseries, racks, handles, knobs, dials, and interior lining. <u>Water heater</u>: Service for Breakdown that is caused by sediment build-up. <u>Central air conditioning system</u>: refrigerant recapture and condenser pads; heat pump (including gas packs) and respective condenser pads; Freon; and coils. <u>Central home heating system</u>: gas packs and respective condenser pads.

Additional Covered Services – Code violations & permits: Services required to correct a code violation for a Covered System including required permits. Improper installation or previous repair: Services required for a Covered System or Covered Appliance that has encountered a failure as a direct result of improper installation or previous repair, Mismatched system: Services required for a Covered System that has encountered a failure as a direct result of insufficient size or efficiency. Modifications: ductwork, electrical, or plumbing modification Services that are necessary in association with a covered Breakdown. Removal of defective equipment: removal of a defective Covered Appliance or Components of a Covered System when a replacement is provided under the provisions of this Service Agreement.

Trade Service Fee: \$55 per Service request.

Aggregate Claims Maximum: Up to the following, per consecutive 12-month period:

- \$500 for central air conditioning Covered System components
- \$500 for plumbing Covered System components
- \$1,000 for "Additional Covered Services"

NOT COVERED (EXCLUSIONS) – ALL OTHER EXCLUSIONS LISTED IN THE APPLICABLE "BASE COVERAGE PLAN" OR "OPTIONAL UPGRADE" THAT PROVIDES COVERAGE FOR THESE SPECIFIC COVERED PRODUCTS AND COVERED SYSTEMS.

# X. <u>HOW TO OBTAIN SERVICE / MAKE A CLAIM: NOTICE – The submission of a Claim does not automatically mean that the failure of the Product or System is covered under this Service Agreement. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.</u>

## 1) FOR A NON-EMERGENCY CLAIM

Call the Administrator toll-free at 1-800-863-8600 for non-emergency Claims with Your Declaration of Coverage readily available. Upon authorization of Your Claim, the Administrator will initiate service for covered Claims within 48 hours (available Monday through Friday, 9am to 9pm Eastern; excluding holidays). Please be prepared to provide authorization for payment of the Trade Service Fee (NOTE: any outstanding or unpaid Trade Service Fees must be satisfied prior to new Claims for service being dispatched under this Agreement).

#### 2) FOR AN EMERGENCY CLAIM ONLY

Call the Administrator toll-free at 1-800-863-8600 (available 24 hours a day, 7 days a week, 365 days a year). Upon authorization of Your Emergency Claim, the Administrator will make all reasonable efforts to initiate Service within 24 – 48 hours after You have called the Administrator and provide for the completion of the Services as soon as reasonably possible. NOTE: If Your Emergency Claim is related to a problem with Your furnace or heating Covered System during the winter months, the Administrator will initiate Service immediately. PLEASE ONLY INITIATE EMERGENCY SERVICE FOR AN "EMERGENCY CLAIM", AS DEFINED IN THIS AGREEMENT.

To submit Claims in writing: ATTN: ARW CLAIMS P.O. Box 1007 Bedford, TX 76095-1007

It is Our goal to ensure that all covered Claims are serviced by qualified servicers within the Administrator's contracting servicer network. However, in the event a contracted servicer from the Administrator's network cannot be dispatched, We may approve the use of non-network servicer; provided they can show proof of insurance and are fully licensed to perform such services.

All work performed by servicers that are authorized by the Administrator includes a repair servicer's labor and parts guarantee for a period of 30 days for labor and 60 days for parts. In the event of a failure that occurs under a repair servicer's labor and/or parts guarantee, this Agreement provides for the additional necessary repairs and no Trade Service Fee applies.

In the event the Term of Your Agreement expires during the time of an approved Claim, Your Agreement Term will be automatically extended until such Claim has been fulfilled under the provisions of this Service Agreement.

NOTICE: IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT OR COVERED SYSTEM, AND IT IS THEN DETERMINED TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU WILL BE REQUIRED TO PAY THE SERVICER DIRECTLY FOR INCURRED CHARGES (INCLUDING ACCESS AND DIAGNOSIS FEES). YOU MAY THEN CHOOSE TO HAVE THE SERVICES COMPLETED AT YOUR SOLE EXPENSE.

- XI. <u>LIMIT OF LIABILITY AND CONDITIONS:</u> In accordance with Your Term, the maximum amount that We are obligated to pay for ALL Claims under the provisions of this Service Agreement will not exceed \$5,000 per consecutive 12-month period ("Term Aggregate Limit"). Once this Term Aggregate Limit has been reached, Our obligations for the current Term are considered fulfilled in their entirety and no further Claims will be considered. ADDITIONALLY:
  - 1) Claim Maximum for Covered Products: (for the purpose of this provision, "Covered Products" as referenced below INCLUDES interior electrical and plumbing systems)
    - a) For Covered Products 10 years of age or less:
      - If parts ARE available for covered repairs: maximum costs for covered repairs shall not exceed \$500, per consecutive 12-month period.
      - If parts are NOT available for covered repairs: maximum is one reimbursement for a replacement product of like kind and quality, not to exceed \$500, per consecutive 12-month period. You are required to submit proof of purchase (sales receipt/invoice) of the replacement item to the Administrator in order to receive this reimbursement.
    - b) For Covered Products OLDER than 10 years:
      - If parts ARE available for covered repairs: maximum costs for covered repairs shall not exceed \$300, per consecutive 12-month period.
      - If parts are NOT available for covered repairs: maximum is one reimbursement for a replacement product of like kind and quality, not to exceed \$300, per consecutive 12-month period. You are required to submit proof of purchase (sales receipt/invoice) of the replacement item to the Administrator in order to receive this reimbursement.
      - This \$300 maximum increases by \$50 per consecutive 12-month period Agreement Term renewal, until it reaches a maximum of \$500.
  - 2) Claim Maximum for Covered Systems: (for the purpose of this provision, "Covered Systems" as referenced below does NOT include interior electrical or plumbing systems)
    - a) For Covered Systems 10 years of age or less:
      - If parts ARE available for covered repairs: maximum costs for covered repairs shall not exceed \$1,000, per consecutive 12-month period.
      - If parts are NOT available for covered repairs: maximum is one reimbursement for a replacement system, not to exceed \$1,000, per consecutive 12-month period. You are required to submit proof of purchase (sales receipt/invoice) of the replacement system to the Administrator in order to receive this reimbursement.
    - b) For Covered Systems OLDER than 10 years:
      - If parts ARE available for covered repairs: maximum costs for covered repairs shall not exceed \$600, per consecutive 12-month period.
      - If parts are NOT available for covered repairs: maximum is one reimbursement for a replacement system, not to exceed \$600, per consecutive 12-month period. You are required to submit proof of purchase (sales receipt/invoice) of the replacement system to the Administrator in order to receive this reimbursement.
      - This \$600 maximum increases by \$50 per consecutive 12-month period Agreement Term renewal, until it reaches a maximum of \$1,000

OUR OBLIGATION UNDER THIS SERVICE AGREEMENT IS TO PROVIDE FOR THE SERVICE(S) OUTLINED HEREIN; NEITHER WE NOR THE ADMINISTRATOR ARE ACTUAL SERVICING CONTRACTORS THAT ARE IN THE BUSINESS OF PHYSICALLY PERFORMING "SERVICES" (AS DEFINED). ADDITIONALLY, NEITHER WE NOR THE ADMINISTRATOR WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, FINES, LOST TIME, LOST CONTRACTS/ AGREEMENTS, OR LOST INCOME RESULTING FROM OR RELATED TO ANY CLAIM IN RELATION TO THE COVERED PRODUCT OR COVERED SYSTEM OR COMPONENTS THEREOF (REGARDLESS OF WHETHER OR NOT THE CLAIM IS CONSIDERED COVERED UNDER THE PROVISIONS OF THIS SERVICE AGREEMENT) AND INCLUDING THAT WHICH RESULTS FROM A PRE-EXISTING CONDITION KNOWN TO YOU OR ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# XII. COVERAGE DUPLICATION:

In the event there is any duplication of coverage between this Service Agreement and a current homeowner's insurance policy or any other type of insurance policy in Your name, this Service Agreement is considered secondary to the applicable insurance you have.

#### XIII. WHAT IS NOT COVERED - IN GENERAL:

- A pre-existing condition known to You ("pre-existing condition" refers to a condition that either: (i) within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product/Covered System before this Agreement effective date, or (ii) is determined by Us to be a Breakdown or otherwise covered damage that occurred prior to the expiration of the Agreement's Waiting Period);
- Any Claim for Service to the Covered Product/Covered System that has not been prior authorized by the Administrator;
- Any Claim related to cosmetic damage ("cosmetic damage" refers to damages or changes to the physical appearance of the Covered Product/Covered System or Component thereof that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections when such do not impair the overall functionality;
- Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature or any kind of precipitation or humidity; collapse, explosion or collision of or with another object; fire, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
  Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same
- F. benefits as outlined in this Service Agreement;
- Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product/Covered System; construction, carpentry, or other modification costs made necessary by existing equipment or through the installation of different equipment; restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND APPLICABLE TO YOUR "BASE COVERAGE PLAN" AND/OR "OPTIONAL COVERAGE
- Costs associated with correcting or upgrading any parts, system, appliance, electronic, or equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations; including any corrections or upgrades needed at the time of otherwise covered Service that may be required by law, regulation, or ordinance; or providing Service when permits cannot be obtained; or costs for obtaining permits (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE **UPGRADE" PURCHASE);**
- Any Claim for which information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Product/Covered System or Component thereof:
- K. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- Operation outside the manufacturer operational or environmental specifications;
- N.
- Operation outside the manufacturer operational of environmental specifications;
  Improper removal or installation of replaceable parts, modules, mechanisms or peripherals and/or incorrect installation of such;
  Periodic or preventative maintenance or routine user-intended adjustments (as specified by the manufacturer);
  Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside
  manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's
  warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications;
  Adjustment, manipulation, modification, removal or unauthorized repairs of or to a Covered Product/Covered System or Component
  thereof performed by anyone other than a servicer authorized by the Administrator;
  Any kind of manufacturer recall or rework order on the Covered Product/Covered System or Component thereof, for which the
  manufacturer is responsible for providing regardless of the manufacturer's ability to pay for such; or Ο.
- P.
- Q.
- manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such; or
  Problems caused by abuse, misuse, improper installation or setup (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND
  APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE UPGRADE" PURCHASE);
  failures or stoppages due to chemical or sedimentary build up (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND
  APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE UPGRADE" PURCHASE);

  Problems caused by abuse, misuse, improper installation or setup (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND
  APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE UPGRADE" PURCHASE); S
- T. Breakdowns associated with seized or damaged Covered Products/Covered Systems due to continued operation without sufficient lubricants, coolant, or fuel;
- Services for which a "Breakdown" or otherwise covered Claim as specifically stated in this Agreement has not occurred or if the wear on the Covered Product/Covered System or applicable Component thereof has NOT exceeded the field tolerances established by the manufacturer;
- Any appliance or system deemed or classified by the manufacturer as commercial or industrial use, or that is determined by Us to have been used in any commercial, business, or industrial capacity;
  Inaccessible Covered Product or missing parts or structural changes (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE UPGRADE" PURCHASE);
- Breakdowns directly resulting from normal wear and tear; low or improper battery charge; improper electrical wiring or connections; power surge or power outage; or contamination of or loss of fluids, fuels, coolants, or lubricants;
- Diagnosis, removal, or remediation of mold, mildew, bio-organic growth, rot, or fungus; or any damages resulting therefrom to or in association with the Covered Product/Covered System or Component thereof or Your Residence in general; Removal, treatment, or disposal of a defective Covered Part/Covered System or Component thereof (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE UPGRADE" PURCHASE) Z. including, but not limited to, hazardous materials or EPA requirements;
- Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Product/Covered System; including, but not limited to: fuses, batteries, belts, light bulbs, connectors, filters, bags, and lint screens (UNLESS OTHERWISE STATED IN THIS AGREEMENT AND APPLICABLE TO YOUR "BASE COVERAGE" AND/OR "OPTIONAL COVERAGE **UPGRADE" PURCHASE)**
- BB. Any costs or fees associated with the use of cranes necessary for installation or removal of any Covered Product/Covered System or Component thereof that is located on a roof;
- CC. Any damage to electronic or computerized home management systems (such as energy, lighting, security, and audio systems), regardless of whether or not such damage is a direct result of the Breakdown or otherwise covered Claim for a Covered Product/Covered System or Component thereof; or
- DD. Any service outside of the United States of America, its territories, or Canada.

## XIV. CANCELLATION OF THIS AGREEMENT – You may cancel this Service Agreement at any time by informing Our authorized representative of Your cancellation request at 1-888-508-8886. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Agreement only.

Annual or Quarterly Term Agreements:
If Your cancellation request is within 30 days of the initial Agreement purchase date, You will receive a 100% refund of the Agreement purchase price paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us. No cancellation fee applies.

If Your cancellation request is made after 30 days of the initial Agreement purchase date, You will receive a pro-rata refund of the Agreement purchase price paid by You, minus any Claims paid by Us and minus a cancellation fee equal to 10% of the Agreement purchase price for the Term or forty-nine dollars (\$49); whichever is less.

# Monthly Term Agreements:

If Your cancellation request is within 30 days of the initial Agreement purchase date, You will receive a 100% refund of the Agreement purchase price paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us. No cancellation fee applies.

If Your cancellation request is made after 30 days of the initial Agreement purchase date, coverage will continue through the end of the current billing period. No cancellation fee applies.

FOR ANY AGREEMENT TERM, WE MAY ONLY CANCEL THIS SERVICE AGREEMENT FOR THE FOLLOWING REASONS: for non-payment of Service Agreement fees, or for Your fraud or misrepresentation of facts that are material to the issuance of this Service Agreement or the benefits provided hereunder. If We cancel this Agreement, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Agreement, You will receive a pro-rata refund based upon the same criteria as outlined above.

#### **TRANSFERABILITY**

During the Term, coverage under this Agreement can be transferred one time to a new owner of the covered Residence only. Coverage under this Agreement cannot be transferred to any other address or property. To initiate transfer to a new owner of the covered Residence, contact the Our authorized representative at 1-888-508-8886. A transfer fee of thirty-nine dollars (\$39) is required in order to effectuate transfer to a new owner.

#### XVI. <u>DISPUTE RESOLUTION - BINDING ARBITRATION</u>

CALIFORNIA ONLY: This provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the obligor/provider or the named insurer in the "XVII. GUARANTY" provision and/or the California Department of Insurance ("DOI"). However, if You choose to forego Your right to file Your claims with the obligor/provider, named insurer in the "XVII. GUARANTY" provision, and DOI, You waive those rights and this provision will be enforced and binding. In such case, this Agreement shall require binding arbitration if the event of an unresolved dispute between You and Us (the obligor/provider) concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding, except the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party in accordance with California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3). will each pay the expense of the arbitrator selected by that party in accordance with California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3). The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live and shall be governed by the CAA (CCP § 1280 et. seq.) The laws of the state of California (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

FLORIDA, IOWA, TEXAS, VIRGINIA AND WASHINGTON ONLY: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Georgia (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

## **XVII. GUARANTY**

This is not an insurance policy; it is a service agreement.

CALIFORNIA ONLY: We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Agreement, and We fail to refund any unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

FLORIDA, IOWA, TEXAS, VIRGINIA AND WASHINGTON ONLY: Our obligations under this Agreement are backed by the full faith and credit of the Provider, and are not guaranteed under a service contract reimbursement insurance policy.

# XVIII.ENTIRE LEGAL AGREEMENT

This Service Agreement; including the provisions, conditions, limitations, exceptions and exclusions, and Your Declaration of Coverage, constitute the entire legal agreement between Us and You, and no representation, promise, or condition not contained herein shall modify these items; except as required by law.

# XIX. SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

CALIFORNIA: AMT Home Protection Company, 2200 Hwy 121, Ste. 100, Bedford, TX 76021 (California Company ID No. 5875-0), is the Provider and Administrator for this Service Contract.

FLORIDA: THIS HOME WARRANTY MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE. The rates charged for this Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

IOWA: The Provider of this Service Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division at 601 Locust St., 4th Floor, Des Moines, IA 50309-3738.

TEXAS: This Service Contract is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Contract can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies

NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOU RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOU LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304

WASHINGTON: The State of Washington is the jurisdiction for any civil action in connection with this Agreement.

NOTICE: THE PURCHASE OF THIS SERVICE AGREEMENT IS NOT MANDATORY AND MAY BE WAIVED.

