

**Congratulations and welcome to the family!** Please find enclosed the contract booklet outlining your valuable home protection policy. Take a moment to review it, and if you have any questions, don't hesitate to reach out to our dedicated customer service team at and we will be more than happy to help ensure you understand the coverage. We appreciate your patronage and are standing by to help when you need it most.

Be sure to familiarize yourself with the coverage, agreement-holder requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your home will ensure your home and its systems & appliances stays in the best condition possible as per the manufacturer guidelines. When something does break down, we have included detailed instructions for you to get our help as soon as possible further on in this agreement.

We strongly advise you to keep this agreement in your home so you are always prepared in the event of a breakdown.

Welcome to the family! We look forward to providing you with the peace of mind and financial security that comes with your new breakdown protection.

## **Appliance Home Service Contract**

**Seller**

**Administrator**

# DECLARATIONS

**Administrator:**

<b>Policy Number:</b>
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<b>CONTRACT HOLDER</b>	
<b>Customer Name – Primary</b>	
<b>Customer Name – Secondary</b>	
<b>Customer Phone – Primary</b>	
<b>Customer Phone – Secondary</b>	
<b>Customer Email Address</b>	
<b>Customer Mailing Address</b>	

<b>COVERED PROPERTY INFORMATION</b>	
<b>Property Address</b>	
<b>Year Built</b>	
<b>Square Footage</b>	
<b>Dwelling Type</b>	

# DECLARATIONS

## CONTRACT INFORMATION

COVERAGE LEVEL	APPLIANCE
SERVICE FEE	
CONTRACT EFFECTIVE DATE	
CONTRACT EXPIRATION DATE	
WAITING PERIOD	30 Calendar Days in addition to <b>CONTRACT EFFECTIVE DATE</b>
ACTIVATION FEE	
MONTHLY POLICY PAYMENT	
CANCEL FEE	

<b>ADDITIONAL COVERAGE OPTIONS</b>	
<input type="checkbox"/> Free-Standing Freezer	<input type="checkbox"/> Swimming Pool / Spa
<input type="checkbox"/> Wine Cooler	<input type="checkbox"/> Secondary Refrigerator
<p style="text-align: center;">Surcharges apply for each Additional Coverage Option (if selected), which will be represented within the total contract premium shown in the Payment Plan Agreement</p>	

# DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR (“WE”, “US”, “OUR”)**: the party that administers this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT. ADMINISTRATOR information is provided on Page 1 of this CONTRACT.
2. **BREAKDOWN**: a covered item becomes inoperable and unable to perform its designed function.
3. **CONTRACT**: this service CONTRACT that provides the COVERAGE that YOU have purchased from the SELLER.
4. **CONTRACT HOLDER (“YOU”, “YOUR”)**: the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.
5. **COVERAGE**: the COVERAGE YOU have purchased as provided by the CONTRACT.
6. **COVERED BREAKDOWN**: a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. The Exclusions & Provisions of this contract detail instances in which a COVERED PART will be excluded from qualifying as a COVERED BREAKDOWN.
7. **COVERED PART**: any part of the HOME that is specified as covered in the Schedule of Coverages and authorized by US for repair or replacement.
8. **DECLARATIONS PAGE**: the page of this CONTRACT titled DECLARATIONS.
9. **SERVICE FEE**: the fee that is due by YOU for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined by this Agreement.
10. **OBLIGOR**: The OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
11. **SERVICE PROVIDER**: the entity responsible for providing service under this Agreement.
12. **SELLER**: the company from whom YOU purchased this CONTRACT. SELLER information is provided on Page 1 of this CONTRACT.

**This Home Service Contract is not a contract of insurance.**

## LIMIT OF LIABILITY

WE will not pay more than the current market value for any appliance, system or item unless otherwise noted. OUR obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$5,000 per twelve (12) month period while this CONTRACT remains in force.

WE have the sole right to determine whether a covered item needs to be repaired or replaced. If WE decide to replace the covered appliance, item, system or electronic equipment, WE are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. WE are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TVs or Radios in Refrigerators.

WE reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what WE would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Liability. All equipment covered by this Agreement must be in good working condition as of the Contract Effective Date and be reasonably clean and accessible at the time of service.

This Agreement does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection. WE reserve the right to obtain a second opinion at OUR expense. WE reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of OUR obligation under the terms of this Agreement. WE reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Agreement.

WE are not a Service Provider and are not Ourselves undertaking to repair or replace any such systems or components. In the event that there is any other collectable insurance, service agreement, warranty, or guaranty coverage available to YOU covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. WE will not pay for parts covered under a manufacturer's warranty. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.

# SCHEDULE OF COVERAGES

Major brands of equipment will be covered under this Agreement subject to availability of repair parts. Only those items specifically named as covered are eligible for COVERAGE. **Those items listed as Not Covered are examples and are not an all-inclusive list. This listing does not in any way limit OUR right to decline coverage for items not specifically mentioned.**

**Note:** Component sections denoted with † indicate an optional additional COVERAGE that must be purchased at the time of sale, and the corresponding box on the Declarations Page, section Additional Coverage Options, must be checked to qualify for coverage.

## 1. APPLIANCES AND OTHER SYSTEMS:

A. **Water Heater:** (Gas or Electric) **COVERED:** 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:** All other components, including but not limited to: 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, and T&P discharge lines.

B. **Range/Oven/Cooktop:** **COVERED:** surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring.

**NOT COVERED:** All other components, including but not limited to: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

C. **Built-In Microwave:** **COVERED:** door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts.

**NOT COVERED:** All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

D. **Kitchen Refrigerator – excluding icemaker:** **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

E. **Icemaker (In Refrigerator or Stand Alone):** **COVERED:** mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring

harness, ejector motor, mounting module, ejector gear, and lever arm.

**NOT COVERED:** All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

F. **Dishwasher:** **COVERED:** heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts.

**NOT COVERED:** All other components, including but not limited to: Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.

G. **Kitchen Exhaust Fan:** **COVERED:** all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards.

**NOT COVERED:** All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

H. **Trash Compactor:** **COVERED:** Removable buckets, lock, and key assemblies.

**NOT COVERED:** All other components.

I. **Clothes Washer:** **COVERED:** 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, pump coupling, drive belt, and related electrical parts.

**NOT COVERED:** All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

J. **Clothes Dryer:** **COVERED:** gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element.

**NOT COVERED:** All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

K. **Garage Door Opener:** **COVERED:** all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors.

**NOT COVERED:** All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.

L. **Garbage Disposal:** **COVERED:** all mechanical and electrical components and parts.

**NOT COVERED:** All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.

## Additional Coverages

The systems and components listed below require a surcharge to be paid, as represented in the total contract purchase price. If these coverages were purchased by YOU, the applicable checkbox will be completed that corresponds to the system/components added for COVERAGE. **Any additional component that is not check-marked will NOT be included for COVERAGE under this agreement.**

**A. Swimming Pool and/or Spa †: COVERED:** coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except:

**NOT COVERED:** All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.

**B. Freezer (Free-Standing) †: COVERED:** all parts and components that affect the operation of the unit.

**NOT COVERED:** All other components, including but not limited to: Icemakers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.

**C. Wine cooler †: COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.

**D. Secondary Refrigerator – not including icemaker †: COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.



## AGREEMENT HOLDER RESPONSIBILITIES

1. Read the entirety of this agreement. Check YOUR agreement for COVERAGE and familiarize yourself with its terms and conditions. Only the parts listed above in the Schedule of Coverages are eligible for COVERAGE under this agreement. Verify that both personal contact information and covered property information is correct & accurate at the time of underwriting this policy. Immediately contact the ADMINISTRATOR, listed on Page 1, if any information is incorrect.
2. YOU, the Agreement Holder, warrant that the appliances and systems are:
  - a) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool or spa equipment);
  - b) In good working order on the Contract Effective Date;
  - c) Properly maintained; and
  - d) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).
3. YOU must ensure that WE issue an authorization to proceed with repairs to qualify for COVERAGE. **ANY REPAIRS COMPLETED WITHOUT OUR PRIOR AUTHORIZATION WILL NOT QUALIFY FOR COVERAGE.**

## INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

1. YOU are required to receive prior approval from US before service work can be performed under this Agreement. You should notify US as soon as the problem is discovered. WE will accept service calls 24 hours a day, 7 days a week, at., or YOU may file YOUR claim online at and follow the instructions on the site.

**EMERGENCY REPAIR:** In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. YOU should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify US of such fact through the use of the toll-free number provided to YOU in this Agreement or email ADMINISTRATOR with contact and Agreement information at. Appliance failure is not considered an emergency. If the determination has been made by ADMINISTRATOR that the failure is covered, WE will give the proper authorization to the licensed, bonded and insured service professional YOU selected to repair or replace covered failures and repairs.
2. Upon request for service, WE will contact an authorized SERVICE PROVIDER within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized SERVICE PROVIDER will contact YOU to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If YOU should request US to perform non-emergency service outside of normal business hours, YOU will be responsible for payment of additional fees and/or overtime charges.
3. WE have the sole and absolute right to select the SERVICE PROVIDER to perform the service; and WE will not reimburse for services performed without prior approval.
4. YOU will pay up to a \$75 SERVICE FEE per claim or the actual repair cost, whichever is less. The SERVICE FEE is for each visit by OUR approved SERVICE PROVIDER and is payable

to OUR approved SERVICE PROVIDER at the time of each visit. The SERVICE FEE applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The SERVICE FEE also applies in the event YOU fail to be present at a scheduled time, or in the event YOU cancel a service call at the time a SERVICE PROVIDER is in route to YOUR home or at YOUR home. Failure to pay the SERVICE FEE will result in suspension or cancellation of this Agreement until such time as the proper SERVICE FEE is paid. At that time, COVERAGE may be reinstated.

5. If service work performed under this Agreement should fail, then WE will make the necessary repairs without an additional SERVICE FEE for a period of ninety (90) days on parts and thirty (30) days on labor.

## **EXCLUSIONS AND PROVISIONS**

The following are exclusions under this Home Service Contract:

1. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters, or adding or draining refrigerant for appliances or HVAC units.
2. This CONTRACT only covers residential properties including single family homes, townhomes, or condominiums, for the respective square footage as shown in the Dwelling Type. Properties listed on a historical register, and any property 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 are not covered. Common areas or items shared by non-purchasers of this CONTRACT will not be covered. COVERAGE is for occupied residences only, defined as being occupied by an occupant for no less than 30 days prior to the date in which a BREAKDOWN occurs.
3. Breakdowns which occur after the Contract Expiration Date.
4. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
5. Missing parts or structural changes.
6. Any appliance or system deemed or classified by the manufacturer as commercial.
7. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
8. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
9. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond OUR control.
10. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.
11. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
12. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service

agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.

13. Failures due to rust or corrosion within the first sixty (60) days from the initial Contract Effective Date.
14. Any service or repair associated with hazardous material treatment, removal, or disposal.
15. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.
16. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
17. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
18. Failures due to an inherent design flaw from the manufacturer.
19. Sewage backup.
20. This CONTRACT does not cover correcting or upgrading any parts, system, appliance, or electronic 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. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. WE are not responsible for service when permits cannot be obtained, nor will WE pay any costs relating to permits.

## **TRANSFER OF AGREEMENT**

1. The CONTRACT HOLDER may transfer this contract to a new owner of the existing Covered Property address, with OUR approval. The decision to approve transfers is entirely within OUR discretion and may be denied for any reason. This CONTRACT is non-transferrable to a new address and is only valid for the original Covered Property address shown in the Declarations page.

2. To transfer the CONTRACT, the CONTRACT HOLDER or new Covered Property owner must contact US at the phone number listed on Page 1 of this CONTRACT, and submit the following information and documentation at time of transfer request:

- a. Proof of the ownership change such as a bill of sale, deed or title;
- b. An administrative processing fee of seventy-five dollars (\$75.00).

## CANCELLATION

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing or via phone, at and submitting a request to cancel the CONTRACT, or as otherwise required by law.
  - a. If cancelled within 30 days of purchase, the ADMINISTRATOR shall issue a full refund to the CONTRACT HOLDER.
  - b. If cancelled after more than 30 days have elapsed from the Contract Effective Date, a prorated refund of the current monthly term will be issued less any claims paid and less the cancellation fee indicated on page 3.
2. The ADMINISTRATOR reserves the right to terminate this CONTRACT in the event of misrepresentation by YOU during the contract purchase, misrepresentation by YOU when filing a claim, or if the Covered Property's systems or appliances are discovered to have been modified in a way that was not disclosed to US at the time of purchase.

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## INSURANCE STATEMENT

**This service CONTRACT is not an insurance policy.**

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## CONTRACT TERM & ELIGIBILITY

COVERAGE is effective given the BREAKDOWN occurs after the waiting period time, indicated on Page 3 ("Declarations – Contract Information"), has elapsed.

This CONTRACT will automatically be renewed on the Contract Expiration Date listed on Page 3 unless YOU indicate intent to cancel or fail to continue to make YOUR monthly finance payment indicated on the Payment Plan Agreement. Unless WE have given YOU written notice of OUR intent to elect not to renew, YOU may renew by paying the Monthly Policy Price, listed on Page 3. The waiting period will not apply for renewal terms, provided YOUR payment is received by US within 30 days of expiration. If YOU would like to request an updated version of this CONTRACT, please contact the ADMINISTRATOR.