



Dealer Name
 Dealer Address
 Dealer City, ST, and Zip

Declaration of Coverage

Customer First Name Customer Last Name	Covered Property Address: Property Address 1 Property Address 2 Property City, Property State, Property Zip
Service Plan Number:	Service Plan Price (<i>Initial Term</i>)
Service Plan Purchase Date:	Service Plan Effective Date:
Property Close Date:	Service Plan Contract Expiration Date:
Plan Term: x Months	Service Fee: \$.\$\$
WAIT PERIOD: x DAYS	

This Declaration of Coverage, the Terms and Conditions, and any applicable state-specific amendments constitute the entire Plan between you and us. Please read your entire Plan carefully and keep it in a safe place. The specific property covered under this plan is listed above. The products covered with their total coverage limits are defined below.

Covered Product (s)	x-month limit of liability	WAIT PERIOD
Major Appliance (up to x)	\$.\$\$ per product	X days
Air Conditioning System (x)	\$.\$\$	X days
Heating System (x)	\$.\$\$	X days
Water Heater (x)	\$.\$\$	X days
Plumbing	\$.\$\$	X days
Plumbing Fixtures	\$.\$\$	X days
Electrical	\$.\$\$	X days
System Access	\$.\$\$	X days
Food Loss	\$.\$\$	X days
Power Surge	\$.\$\$	X days
TOTAL PLAN	\$.\$\$	

In the event of a covered breakdown or if you have any questions about billing or enrollment, please call us at 877-877-1094 to initiate a service request.

Administrator:
 OnPoint Warranty Solutions, LLC
 9900 Corpus Campus Drive, Suite 2050
 Louisville, KY 40223

Obligor
 Ironwood Warranty, LLC
 400 Missouri Ave. Suite 120
 Jeffersonville, IN 47130

Insurer
 Hornbeam Insurance Company
 471 W. Main St. Suite 302
 Louisville, KY 40202

Sample

Terms and Conditions - HPBD-HW-HIC-006 (03/22)

These Terms and Conditions are a legal contract that describes the terms and conditions of Your Service Plan. These Terms and Conditions, together with Your Declaration of Coverage, and any applicable state-specific amendments constitutes the entire Plan between You and Us ("Plan"). No other written or oral modifications are valid.

I. Definitions:

A. The following provides definitions regarding the parties to the contract:

1. "Named Administrator" shall mean the Administrator listed on Your Declaration Of Coverage.
2. Throughout this document, "You" and "Your" refers to the purchaser listed on the Declaration of Coverage.
3. "We," "Us," and "Our" refers to the obligor of the contract listed on Your Declaration of Coverage.

B. In addition, the following terms have the meanings set forth below:

1. "Authorized Repair Technician" means the service provider We assign in response to request for Service ("Service Request").
2. "Breakdown" means a mechanical or electrical failure of the Covered Products under Your Service Plan to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
3. "Coverage Period" has the meaning set forth in Section II(A) of this Service Plan.
4. "Covered Product(s)" means: the products listed on the Declaration of Coverage that are located inside the confines of the Named Location, are in proper working order on the Service Plan Purchase Date, and become inoperative due to a Breakdown during the Coverage Period.
5. "Declaration of Coverage" means the description of coverage document attached to this Service Plan that lists Your Covered Product(s) and the details of Your Service Plan(s).
6. "Major Appliance" means up to one (1) each of the following Covered Products: refrigerator, range, dishwasher, microwave oven, clothes washer, clothes dryer, or garbage disposal.
7. "Named Location" means the address of the Residential Dwelling listed on the Declaration of Coverage where the Covered Products are located.
8. "Monthly Payment Amount" means the monthly amount You pay of the Service Plan Price.
9. "Payment Terms" describes the way You elect to pay the Service Plan Price for Your Service Plan, either in one payment or in equal monthly payments for the Term.
10. "Residential Dwelling" means residential homes, condos or apartments which exist permanently on land. Residential Dwellings do not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities, nor dwelling located not attached to a permanent foundation such as house boats, or recreational vehicles.
11. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair any Covered Item in accordance with the provisions set forth in this Service Plan.
12. "Service Plan" (or "Plan") means the service plan purchased, as shown on the Declaration of Coverage and governed under this these terms and conditions.
13. "Service Plan Price" means the total price for Your Service Plan You pay in one payment or in equal monthly payments for the Term.
14. "Service Plan Purchase Date" means the date that You purchased Your Service Plan. The Service Plan Purchase Date is stated on Your Declaration of Coverage. "Term" has the meaning set forth in Section II(A) of this Service Plan.
15. "Service Plan Effective Date" means the date that You become eligible for coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
16. "Property Close Date" means the close of escrow date, also referred to as the title transfer date or date of first occupancy. This date is utilized to calculate when the first year timeframe begins and ends and to determine the term of many manufacturer's warranties.
17. "Service Plan Expiration Date" means the date that the Term of this Service Plan terminates and expires, as set forth on Your Declaration of Coverage.
18. "Plan Term" means the number of months that You are eligible for coverage under Your Service Plan .

19. "Service Fee" means the amount collected each time a service provider is dispatched to Your property.
20. **"WAIT PERIODS" MEANS THE WAIT PERIOD DEFINED IN SECTIONS II (B) AND (D).**

II. Coverage Period:

- A. The Coverage Period for Your Service Plan is listed on the Declaration of Coverage under Term. Your Coverage shall commence on the Property Close Date and remains in effect for the term listed on Your Declaration of Coverage.
- B. **A WAIT PERIOD APPLIES TO YOUR SERVICE PLAN IF LISTED ON THE DECLARATION OF COVERAGE. THE WAIT PERIOD STARTS ON THE PLAN PURCHASE DATE AND REMAINS IN EFFECT FOR THE PERIOD LISTED ON YOUR DECLARATION OF COVERAGE. AFTER THE SERVICE PLAN EFFECTIVE DATE, COVERAGE WILL CONTINUE AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.**
- C. During the coverage period, We will arrange for an Authorized Repair Technician to service or repair covered items, due to a Breakdown. This Service Plan provides coverage only for the plan You have selected and for those items specifically listed as being covered, as indicated on Your Declaration of Coverage. No other coverage will be provided and coverage is subject to limitations and conditions specified in this Service Plan.
- D. **THE WAIT PERIODS DO NOT APPLY TO ANY CONTINUOUSLY UNINTERRUPTED RENEWAL TERMS UNDER THIS SERVICE PLAN.**

III. Your Responsibilities:

- A. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
- B. You are required to pay the Service Plan Price at the start of the Plan for the initial Plan Term as indicated on the Declaration of Coverage, unless You elect to pay the Plan Price in equal monthly payments for the Term.
- C. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XII. if you have not paid Your Monthly Payment Amount by its due date.

IV. To Obtain Service:

To request service, please contact Us by calling the toll-free the number listed on Your Declaration of Coverage.

- A. Notice of any Breakdown must be given to Us immediately upon discovery and must have occurred during the Coverage Period.
- B. The Plan must be paid in full or You must have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Service Plan Price due from You, regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Plan, at Our sole discretion
- C. We will not pay for any services or parts provided without Our prior authorization.
- D. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network, provided they can show sufficient proof of insurance and are fully licensed to perform such service.
- E. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Service Plan does not apply, or no Breakdown is discovered, You are required to pay the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

V. What this Plan Covers

COVERED PRODUCT BREAKDOWNS. During the Coverage Period, this Service Plan provides for the service, repair or replacement of the covered parts and labor due to a Breakdown. This Service Plan only provides coverage for Covered Products located in Residential Dwelling at the Named Location. **This Service Plan does not cover common areas or items shared with non-purchasers of this Service Plan.** See Sections VI. and VII. below for further conditions, limitations and exclusions of coverage.

The Covered Product(s) must be:

- 1) Located within the confines of the main foundation of the Residential Dwelling (with exception of the exterior air conditioner);
- 2) In good working order on the Service Plan Purchase Date;
- 3) Properly installed and maintained throughout the Coverage Period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a Residential Dwelling).

Product Coverage:

All brands of equipment will be covered under the Service Plan subject to availability of repair parts. Only those items specifically named as Covered Products are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

- A. Heating and Cooling: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limits include any costs for access, diagnosis, repair/replacement. Please review Your Declaration of Coverage.
 1. Central Air Conditioning System (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: Condenser, Defrost Heating Element, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$100 per Term), Refrigerant line sets, Refrigerant reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED: Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and wifi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, wall units not ducted when designed to be ducted by the original manufacturer.**
 2. Central Home Heating System: (Gas or Electric or Oil) COVERED: Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, 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, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and wifi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.**

- B. Water Heater:** We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
- 1. Water Heater: (Gas or Electric or Tankless) 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:** 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.
- C. Home Appliances:** We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
- 1. Range/Oven/Cooktop:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa
 - 2. Refrigerator (with icemaker):** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product. Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.
 - 3. Clothes Washer:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.
 - 4. Clothes Dryer:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.
 - 5. Dishwasher:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher
 - 6. Microwaves:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids
 - 7. Garbage Disposal:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Problems and/or jams caused by bones and foreign objects other than food.
- D. Plumbing & Electrical Systems:** This coverage applies if listed on the Declaration of Coverage page. We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement, including repair of access, if required. If repair requires the need to go through walls or floors to access the system, this Plan only covers the closing of that access, up to the limit defined on the Declaration of Coverage under System Access.
- 1. Interior Electrical System:** COVERED: All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** 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 surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.**
2. Plumbing System & Stoppages: COVERED: All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, Interior and Exterior Hose Bibs installed at the time the dwelling was built. Clearing of mainline drain, sewer and lateral drain line stoppages up to 100 feet from access point which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation, except if caused by roots; P-Traps; Drains; and Overflow Access Points. **NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, or water supply lines to the refrigerator. Stoppages caused by roots; collapsed, broken, or damaged lines outside the confines of the main foundation (even within 100 feet of access point); access to drain or sewer lines from roof vents; removal of toilet or costs to locate, access or install a ground level cleanout.**
 3. Plumbing Fixtures: COVERED: Faucets, Valves, Shower Heads and Nozzles. Toilets and Toilet Parts. **NOT COVERED: Toilet seats (unless toilet is replaced); bath tubs; and shower enclosures and base pans.**
- E. Food Spoilage: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for food spoilage. COVERED: A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a covered refrigerator/freezer Breakdown.
- F. Surge Protection: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for surge protection. COVERED: Breakdown of any covered product under your Service Plan caused by power surge or spike if the Breakdown occurs while the product is connected to a surge protector accepted by the Underwriter's Laboratory. We may collect your surge protector for examination.
- G. Optional Add-On Coverage: We will cover up to the limit of liability listed on the Declaration of Coverage page on the following products if they are listed on Your Declaration of Coverage. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
1. Pool & Spa: We cover parts and labor costs to repair or replace up to one (1) Pool and one (1) Spa at your Covered Location, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your Pool and Spa is the result of normal, ordinary use, following the guidelines of the manufacturer. Pool/Spa Coverage includes 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. **NOT COVERED: Seals and hoses, automatic feeders and chemicals, lights, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, filter elements or media, remote control systems, refrigerant reclamation, built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers, fuel storage tanks, disposable filtration mediums.**
 2. Utility Lines: We cover parts and labor costs to repair or replace the selected external lines, as listed on the item table, at your Covered Location, as defined on your Declaration of Coverage, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your External Lines is the result of normal and ordinary use.

- a. External Water Line: COVERED: All parts, material, and labor to repair or replace Your leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace Your External Water Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a service leak or perform other work will be replaced with grass seed. **NOT COVERED: Main shut-off valve, blockages, water taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.**
 - b. External Sewer Line: COVERED: All parts, material, and labor to repair, reline, replace, or unblock Your External Sewer Line. The determination of whether, and with what, to repair, reline, or replace Your External Sewer Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a sewer leak or perform other work will be replaced with grass seed. **NOT COVERED: Pressure reducing valve, sewer line that does not connect to a municipal or city owned sewer line, coverage of External Sewer Line before the main sewer clean out in Your home, 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 sewer clean out in the house, any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house.**
 - c. External Gas Line: COVERED: All parts, material, and labor to repair or replace a Breakdown to Your External Gas Line. The determination of whether, and with what, to repair, re-line, or replace Your External Gas Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a gas leak or perform other work will be replaced with grass seed. **NOT COVERED: Repair or replacement of any appliance, appliance connectors, burner tips, or fixtures, including fireplaces, fire logs and fire pits, utility meters, concrete-encased lines, failures caused by tree roots, private gas lines or gas lines not supplied by a utility, movement or replacement of the meter, any connections to or extensions from the External Gas Line, such as gas lines to grills, lights, and pool heaters, high pressure gas lines with a pressure rating of 60 psi or greater, internal gas connections or equipment.**
3. Septic System/Well: COVERED: Mainline stoppages that can be cleared through an existing access or cleanout without excavation. The septic tank will be pumped one (1) time during the Plan coverage term if the stoppage is due to septic back up. We will not pay more than \$500 per pumping occurrence. If the septic tank needs to be replaced, we will not pay more than the total limit of liability listed on Your Declaration of Coverage, towards the replacement of the septic tank. We will cover one (1) sewage ejector pump for septic system located within the perimeter of the main foundation. **NOT COVERED: Broken or collapsed sewer lines outside the foundation, stoppages or roots that prevent the effective use of any externally applied sewer machine cable, cost of finding or gaining access to the septic tank or sewer hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks, leach lines, cesspool, and any mechanical pump or systems**

VI. Limit of Liability and Conditions:

- A. Our limit of liability to pay for the repair or replacement of a Covered Product during the PlanTerm will not exceed the Covered Product's original purchase price. The Covered Product's limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the Term.

- B. We have the sole right to determine whether a Covered Product needs to be repaired/replaced. If We decide to replace the covered appliance, item or system, 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, TV's or Radios in Refrigerators.
- C. 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 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.
- D. All equipment covered by this Service Plan must be in good working condition as of the Service Plan Effective Date and be reasonably clean and accessible at the time of service.
- E. We reserve the right to obtain a second opinion at Our expense.
- F. We reserve the right to use a qualified Authorized Repair Technician, 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 Service Plan.
- G. 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 Service Plan.
- H. We are not a service provider and are not Ourselves undertaking to repair any such systems or components.
- I. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Service Plan, this Service Plan will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
- J. Coverage under this Service Plan is not transferrable.

VII. EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

- A. **Manufacturers Responsibilities: The Service Plan complements but does not replace the manufacturer's warranty for any Covered Product. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.**
- B. **Products or systems that are not installed according to the published installation instructions.**
- C. **Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose— whether performed by a contractor, service company, or yourself.**
- D. **Damage caused by the use of cleaners not in compliance with cleaning recommendations.**
- E. **Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.**
- F. **Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.**
- G. **Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.**
- H. **Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.**
- I. **Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.**

- J. **Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including damages to the finish of the appliance or home, floors, cabinets, countertops, and walls.**
- K. **Damage caused by children, animals, plants, or insects.**
- L. **Force Majeure: Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.**
- M. **Covered Item(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.**
- N. **Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product.**
- O. **Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.**
- P. **Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.**
- Q. **Noises associated with normal operation.**
- R. **Pickup or delivery of Covered Products for repair. Coverage is for on-site repair of Covered Products only.**
- S. **Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.**
- T. **Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.**
- U. **Service trips to teach the end-user how to use the product.**
- V. **Incompatible systems.**
- W. **Maintenance of equipment.**

Repair costs for any circumstances not covered by this Service Plan shall be borne by the contract holder.

VIII. Accessibility of Product:

If Service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

IX. Fees and Charges:

- A. If a monthly plan payment is not collected on a scheduled payment date, service under this Service Plan may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation Section XII.
- B. The price of this Service Plan and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the Service Plan by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XII below.

X. Laws, Codes and Regulations:

This Service Plan 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.

XI. Renewal:

This Service Plan may be renewed at Our sole discretion.

XII. Cancellation, Nonrenewal, and Modification of the Service Plan:

- A.** You may cancel the Service Plan only by contacting Us or the Named Administrator. Cancellation becomes effective at the end of the current month of coverage.
- B.** If You cancel Your Service Plan within 30 days of the Service Plan Purchase Date, You will receive a 100% refund of the Service Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- C.** If you cancel this Plan after the first thirty (30) days from the Service Plan Purchase Date:
 - 1.** If You cancel after the first thirty (30) days from purchase of Your Service Plan, You will receive a pro rata refund of the Service Plan Price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
 - 2.** If You are paying on a monthly basis, Your Service Plan will run through the end of the month paid and You will not be charged again; and You will not receive a refund.
- D.** We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of material misrepresentation by You, or a substantial breach of duties by You. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- E.** If You are paying the Service Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Service Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel Your Service Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If Your Service Plan was inadvertently sold to You on a property which is not eligible for coverage under this Service Plan, We will cancel this Service Plan and return the full Service Plan Price or Monthly Payment Amount(s) paid by You.
- F.** We reserve the right to update or modify the Terms and Conditions of this Service Plan upon thirty (30) days written notice.

XIII. Resolution of Disputes

- A.** This provision constitutes a Service Plan to resolve any disputes, claims or controversies under this Service Plan through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- B.** The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.
- C.** BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SERVICE PLAN OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.

- D. Unless otherwise required by the laws of the state where the Covered Property is located, this Service Plan will be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflicts of law.
- E. Any legal or judicial proceeding commenced by or on behalf of You under this Service Plan (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. BY ENTERING INTO THIS SERVICE PLAN, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.
- F. Any failure by Us to assert a right or enforce a requirement under this Service Plan shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

XIV. Insurance: This Service Plan is not a contract of insurance, but it is secured by an insurance policy in the following states provided the Insurer listed on Your Declaration of Coverage.

If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the Insurer.

The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

XV. State Requirements and Disclosures

Regulation of service plans may vary widely from state to state. Any provision within this Service Plan, which conflicts with the laws of the state where You reside, 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

In Alabama:

- For purposes of calculating a refund of the **Plan** price owed to You upon cancellation, the **Plan** price will include any application fee You paid.

In Arizona:

- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is replaced with the following: We reserve the right to cancel this **Plan** upon thirty (30) days written notice, in the event of customer

fraud, material misrepresentation, or failure to pay. At a minimum, You will receive a pro-rata refund of the **Plan** Fee after deducting for benefits paid and administrative expenses associated with the cancellation. The administrative expenses will not exceed \$75 or ten percent (10%) of the **Plan** Fee, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to You. The notice of cancellation will include the reason and the effective date of cancellation.

- Section VI Limit of Liability and Conditions, is amended to include: Lack of capacity, adequacy, efficiency, design or improper installation of any system, component or appliance as determined by the manufacture or building codes.
- Section VI Limit of Liability and Conditions, is amended to include: We will not exclude pre-existing conditions if such conditions were known or should reasonably have been known to Us or the Dealer.

In Georgia:

- Section VI Limit of Liability and Conditions, is amended to include, pre-existing conditions, defects or deficiencies known by You before the Effective Date.
- Section VI Limit of Liability and Conditions is amended to include the following statement: If a claim covered by this **Plan** is also covered by another Plan, then the claim will be paid on a pro-rata basis with such other Plan. If a claim covered by this **Plan** is covered by an insurance policy, manufacturer's warranty or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit of Liability.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation You will receive a refund of 100% of the unearned pro-rata **Plan** price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata **Plan** price, regardless of the reason for cancellation. A 10% penalty per month will be added to any refund that is not paid or credited within forty-five (45) days of the cancellation date.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: We reserve the right to cancel this **Plan** upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. You will receive a refund of the unearned pro-rata **Plan** price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata price. The notice of cancellation will include the reason and the effective date of cancellation.
- The following is added: This **Plan** will be governed, construed and enforced in accordance with the laws of the state of Georgia without regard to principles of conflicts of law.

In Hawaii:

- Your right to cancel this **Plan** and receive a full refund under Section XII Cancellation, Nonrenewal, and Modification of the Service Plan is not transferable and applies only to the original Plan purchaser.

In Louisiana:

- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, Section D is replaced with the following: We reserve the right to cancel this Plan upon thirty (30) days written notice, at Your last known address. However, in the event of customer fraud, material misrepresentation, failure to pay, or termination as a customer, cancellation may be immediate. The notice of cancellation will include the reason and the effective date of cancellation.

In Michigan:

- If performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

In Nevada:

- Section IV To Obtain Service, is amended by addition of the following: We will initiate repairs within 24 hours after you report the claim or as soon thereafter as reasonably practical. If We determine that repairs cannot be completed within 3 calendar days after the report of the claim, We will provide You and the Commissioner with a status report. The status report will provide:
 - A list of the required repairs or services; and the reason causing the delay; the status or any parts required; the current estimated time to complete the repairs or services; and contact information for You to make additional inquiries concerning any aspect of the claim. We will respond to such inquiries not later than 1 business day after such an inquiry is made. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation, You will receive a pro-rata refund of the **Plan** price.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this **Plan**, You will be refunded the full **Plan** price. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Plan** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: We reserve the right to cancel this **Plan** upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay by You. You will receive a refund of the unearned pro-rata **Plan** price. We may also cancel this **Plan** due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current **Plan**, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the **Plan** was issued or last renewed. If the Plan has been in effect for seventy (70) days or more, We can only cancel this **Plan** due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the **Plan** was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the **Plan**, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the **Plan**, which occurred after the effective date of the **Plan** and which substantially and materially increases the service required under the Plan. If we cancel this **Plan**, no cancellation fee will be imposed and no deduction for claims paid will be applied. If You are paying for your **Plan** on a monthly basis, We may not deny service to You for non-payment of the monthly fee by You; however, upon fifteen (15) days' notice of such non-payment by You, Your **Plan** will be cancelled. The notice of cancellation will include the reason and the effective date of cancellation.
- Section VI Limit of Liability and Conditions, is amended to include, pre-existing conditions, defects or deficiencies known by You before the Effective Date.
- The following is added: The laws of Nevada govern the provisions of this **Plan**.

In New Jersey:

The following is added to this Plan: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. The following statement has been added to Section XII Cancellation, Nonrenewal, and Modification of the Service Plan: If You cancel Your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within forty five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

In Oregon:

- The Oregon Construction Contractors Board license number for Ironwood Warranty, LLC is 234541.

In South Carolina:

- The following statement has been added: Complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, PO BOX 100105, Columbia, SC 29202-3105, Telephone # 1-803-737-6180.

In Utah:

- Section IV To Obtain Service, is replaced with the following: Emergency repairs: If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report Your claim by calling the number above.
- Section IV To Obtain Service, the following has been added: Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Plan** does not invalidate or reduce a claim.
- Section VI Limit of Liability and Conditions, is amended with the following: Repairs or replacements caused by preexisting conditions, defects or deficiencies that occurred prior to the effective date of the **Plan**.
- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended to include the following: We can cancel the **Plan** during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the **Plan** during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the **Plan** by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the **Plan**, (c) substantial breaches of contractual duties, conditions, or warranties.
- The following statements have been added:
 - This **Plan** is subject to limited regulation by the Utah Insurance Department. To file a complaint, Plan the Utah Insurance Department.
 - Coverage afforded under this **Plan** is not guaranteed by the Property and Casualty Guarantee Association.

In Alabama, Hawaii, South Carolina, & Utah:

- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation You will receive a pro-rata refund of the **Plan** price, minus any paid claims.

In Arizona & Utah:

- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this **Plan**, You will be refunded the full **Plan** price, minus any paid claims.

In Alabama, Hawaii, & South Carolina:

- Section XII Cancellation, Nonrenewal, and Modification of the Service Plan, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this **Plan**, You will be refunded the full Plan price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the **Plan** holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

ENTIRE CONTRACT: This **Plan** together with Declaration of Coverage, sales invoice and/or receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Terms and Conditions - HPBD-HW-TIC-006 (03/22)

These Terms and Conditions are a legal contract that describes the terms and conditions of Your Service Plan. These Terms and Conditions, together with Your Declaration of Coverage, and any applicable state-specific amendments constitutes the entire Plan between You and Us ("Plan"). No other written or oral modifications are valid.

XVI. Definitions:

- C. The following provides definitions regarding the parties to the contract:
4. "Named Administrator" shall mean the Administrator listed on Your Declaration Of Coverage.
 5. Throughout this document, "You" and "Your" refers to the purchaser listed on the Declaration of Coverage.
 6. "We," "Us," and "Our" refers to the obligor of the contract listed on Your Declaration of Coverage.
- D. In addition, the following terms have the meanings set forth below:
21. "Authorized Repair Technician" means the service provider We assign in response to request for Service ("Service Request").
 22. "Breakdown" means a mechanical or electrical failure of the Covered Products under Your Service Plan to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
 23. "Coverage Period" has the meaning set forth in Section II(A) of this Service Plan.
 24. "Covered Product(s)" means: the products listed on the Declaration of Coverage that are located inside the confines of the Named Location, are in proper working order on the Service Plan Purchase Date, and become inoperative due to a Breakdown during the Coverage Period.
 25. "Declaration of Coverage" means the description of coverage document attached to this Service Plan that lists Your Covered Product(s) and the details of Your Service Plan(s).
 26. "Major Appliance" means up to one (1) each of the following Covered Products: refrigerator, range, dishwasher, microwave oven, clothes washer, clothes dryer, or garbage disposal.
 27. "Named Location" means the address of the Residential Dwelling listed on the Declaration of Coverage where the Covered Products are located.
 28. "Monthly Payment Amount" means the monthly amount You pay of the Service Plan Price.
 29. "Payment Terms" describes the way You elect to pay the Service Plan Price for Your Service Plan, either in one payment or in equal monthly payments for the Term.
 30. "Residential Dwelling" means residential homes, condos or apartments which exist permanently on land. Residential Dwellings do not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities, nor dwelling located not attached to a permanent foundation such as house boats, or recreational vehicles.
 31. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair any Covered Item in accordance with the provisions set forth in this Service Plan.
 32. "Service Plan" (or "Plan") means the service plan purchased, as shown on the Declaration of Coverage and governed under this these terms and conditions.
 33. "Service Plan Price" means the total price for Your Service Plan You pay in one payment or in equal monthly payments for the Term.
 34. "Service Plan Purchase Date" means the date that You purchased Your Service Plan. The Service Plan Purchase Date is stated on Your Declaration of Coverage. "Term" has the meaning set forth in Section II(A) of this Service Plan.
 35. "Service Plan Effective Date" means the date that You become eligible for coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
 36. "Property Close Date" means the close of escrow date, also referred to as the title transfer date or date of first occupancy. This date is utilized to calculate when the first year timeframe begins and ends and to determine the term of many manufacturer's warranties.
 37. "Service Plan Expiration Date" means the date that the Term of this Service Plan terminates and expires, as set forth on Your Declaration of Coverage.
 38. "Plan Term" means the number of months that You are eligible for coverage under Your Service Plan .

39. "Service Fee" means the amount collected each time a service provider is dispatched to Your property.
40. **"WAIT PERIODS" MEANS THE WAIT PERIOD DEFINED IN SECTIONS II (B) AND (D).**

XVII. Coverage Period:

- A. The Coverage Period for Your Service Plan is listed on the Declaration of Coverage under Term. Your Coverage shall commence on the Property Close Date and remains in effect for the term listed on Your Declaration of Coverage.
- B. **A WAIT PERIOD APPLIES TO YOUR SERVICE PLAN IF LISTED ON THE DECLARATION OF COVERAGE. THE WAIT PERIOD STARTS ON THE PLAN PURCHASE DATE AND REMAINS IN EFFECT FOR THE PERIOD LISTED ON YOUR DECLARATION OF COVERAGE. AFTER THE SERVICE PLAN EFFECTIVE DATE, COVERAGE WILL CONTINUE AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.**
- C. During the coverage period, We will arrange for an Authorized Repair Technician to service or repair covered items, due to a Breakdown. This Service Plan provides coverage only for the plan You have selected and for those items specifically listed as being covered, as indicated on Your Declaration of Coverage. No other coverage will be provided and coverage is subject to limitations and conditions specified in this Service Plan.
- D. **THE WAIT PERIODS DO NOT APPLY TO ANY CONTINUOUSLY UNINTERRUPTED RENEWAL TERMS UNDER THIS SERVICE PLAN.**

XVIII. Your Responsibilities:

- D. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
- E. You are required to pay the Service Plan Price at the start of the Plan for the initial Plan Term as indicated on the Declaration of Coverage, unless You elect to pay the Plan Price in equal monthly payments for the Term.
- F. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XII. if you have not paid Your Monthly Payment Amount by its due date.

XIX. To Obtain Service:

To request service, please contact Us by calling the toll-free the number listed on Your Declaration of Coverage.

- F. Notice of any Breakdown must be given to Us immediately upon discovery and must have occurred during the Coverage Period.
- G. The Plan must be paid in full or You must have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Service Plan Price due from You, regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Plan, at Our sole discretion
- H. We will not pay for any services or parts provided without Our prior authorization.
- I. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network, provided they can show sufficient proof of insurance and are fully licensed to perform such service.
- J. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Service Plan does not apply, or no Breakdown is discovered, You are required to pay the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

XX. What this Plan Covers

COVERED PRODUCT BREAKDOWNS. During the Coverage Period, this Service Plan provides for the service, repair or replacement of the covered parts and labor due to a Breakdown. This Service Plan only provides coverage for Covered Products located in Residential Dwelling at the Named Location. **This Service Plan does not cover common areas or items shared with non-purchasers of this Service Plan.** See Sections VI. and VII. below for further conditions, limitations and exclusions of coverage.

The Covered Product(s) must be:

- 1) Located within the confines of the main foundation of the Residential Dwelling (with exception of the exterior air conditioner);
- 2) In good working order on the Service Plan Purchase Date;
- 3) Properly installed and maintained throughout the Coverage Period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a Residential Dwelling).

Product Coverage:

All brands of equipment will be covered under the Service Plan subject to availability of repair parts. Only those items specifically named as Covered Products are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

- H. Heating and Cooling:** We will cover up to the limit of liability listed on the Declaration of Coverage page. The limits include any costs for access, diagnosis, repair/replacement. Please review Your Declaration of Coverage.
1. Central Air Conditioning System (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: Condenser, Defrost Heating Element, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$100 per Term), Refrigerant line sets, Refrigerant reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED: Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and wifi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, wall units not ducted when designed to be ducted by the original manufacturer.**
 2. Central Home Heating System: (Gas or Electric or Oil) COVERED: Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, 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, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and wifi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.**

- I. Water Heater: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
2. Water Heater: (Gas or Electric or Tankless) 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: 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.**
- J. Home Appliances: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
8. Range/Oven/Cooktop: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa**
9. Refrigerator (with icemaker): COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product. Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.**
10. Clothes Washer: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.**
11. Clothes Dryer: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.**
12. Dishwasher: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher**
13. Microwaves: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids**
14. Garbage Disposal: COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED: Problems and/or jams caused by bones and foreign objects other than food.**
- K. Plumbing & Electrical Systems: This coverage applies if listed on the Declaration of Coverage page. We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement, including repair of access, if required. If repair requires the need to go through walls or floors to access the system, this Plan only covers the closing of that access, up to the limit defined on the Declaration of Coverage under System Access.
4. Interior Electrical System: COVERED: All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED: 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 surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.**
5. Plumbing System & Stoppages: COVERED: All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, Interior and Exterior Hose Bibs installed at the time the dwelling was built. Clearing of mainline drain, sewer and lateral drain line stoppages up to 100 feet from access point which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation, except if caused by roots; P-Traps; Drains; and Overflow Access Points. **NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, or water supply lines to the refrigerator. Stoppages caused by roots; collapsed, broken, or damaged lines outside the confines of the main foundation (even within 100 feet of access point); access to drain or sewer lines from roof vents; removal of toilet or costs to locate, access or install a ground level cleanout.**
 6. Plumbing Fixtures: COVERED: Faucets, Valves, Shower Heads and Nozzles. Toilets and Toilet Parts. **NOT COVERED: Toilet seats (unless toilet is replaced); bath tubs; and shower enclosures and base pans.**
- L. Food Spoilage: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for food spoilage. COVERED: A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a covered refrigerator/freezer Breakdown.
 - M. Surge Protection: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for surge protection. COVERED: Breakdown of any covered product under your Service Plan caused by power surge or spike if the Breakdown occurs while the product is connected to a surge protector accepted by the Underwriter's Laboratory. We may collect your surge protector for examination.
 - N. Optional Add-On Coverage: We will cover up to the limit of liability listed on the Declaration of Coverage page on the following products if they are listed on Your Declaration of Coverage. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
4. Pool & Spa: We cover parts and labor costs to repair or replace up to one (1) Pool and one (1) Spa at your Covered Location, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your Pool and Spa is the result of normal, ordinary use, following the guidelines of the manufacturer. Pool/Spa Coverage includes 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. **NOT COVERED: Seals and hoses, automatic feeders and chemicals, lights, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, filter elements or media, remote control systems, refrigerant reclamation, built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers, fuel storage tanks, disposable filtration mediums.**
 5. Utility Lines: We cover parts and labor costs to repair or replace the selected external lines, as listed on the item table, at your Covered Location, as defined on your Declaration of Coverage, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your External Lines is the result of normal and ordinary use.

- a. External Water Line: COVERED: All parts, material, and labor to repair or replace Your leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace Your External Water Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a service leak or perform other work will be replaced with grass seed. **NOT COVERED: Main shut-off valve, blockages, water taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.**
 - b. External Sewer Line: COVERED: All parts, material, and labor to repair, reline, replace, or unblock Your External Sewer Line. The determination of whether, and with what, to repair, reline, or replace Your External Sewer Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a sewer leak or perform other work will be replaced with grass seed. **NOT COVERED: Pressure reducing valve, sewer line that does not connect to a municipal or city owned sewer line, coverage of External Sewer Line before the main sewer clean out in Your home, 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 sewer clean out in the house, any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house.**
 - c. External Gas Line: COVERED: All parts, material, and labor to repair or replace a Breakdown to Your External Gas Line. The determination of whether, and with what, to repair, re-line, or replace Your External Gas Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a gas leak or perform other work will be replaced with grass seed. **NOT COVERED: Repair or replacement of any appliance, appliance connectors, burner tips, or fixtures, including fireplaces, fire logs and fire pits, utility meters, concrete-encased lines, failures caused by tree roots, private gas lines or gas lines not supplied by a utility, movement or replacement of the meter, any connections to or extensions from the External Gas Line, such as gas lines to grills, lights, and pool heaters, high pressure gas lines with a pressure rating of 60 psi or greater, internal gas connections or equipment.**
6. Septic System/Well: COVERED: Mainline stoppages that can be cleared through an existing access or cleanout without excavation. The septic tank will be pumped one (1) time during the Plan coverage term if the stoppage is due to septic back up. We will not pay more than \$500 per pumping occurrence. If the septic tank needs to be replaced, we will not pay more than the total limit of liability listed on Your Declaration of Coverage, towards the replacement of the septic tank. We will cover one (1) sewage ejector pump for septic system located within the perimeter of the main foundation. **NOT COVERED: Broken or collapsed sewer lines outside the foundation, stoppages or roots that prevent the effective use of any externally applied sewer machine cable, cost of finding or gaining access to the septic tank or sewer hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks, leach lines, cesspool, and any mechanical pump or systems**

XXI. Limit of Liability and Conditions:

- K. Our limit of liability to pay for the repair or replacement of a Covered Product during the PlanTerm will not exceed the Covered Product's original purchase price. The Covered Product's limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the Term.

- L. We have the sole right to determine whether a Covered Product needs to be repaired/replaced. If We decide to replace the covered appliance, item or system, 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, TV's or Radios in Refrigerators.
- M. 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 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.
- N. All equipment covered by this Service Plan must be in good working condition as of the Service Plan Effective Date and be reasonably clean and accessible at the time of service.
- O. We reserve the right to obtain a second opinion at Our expense.
- P. We reserve the right to use a qualified Authorized Repair Technician, 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 Service Plan.
- Q. 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 Service Plan.
- R. We are not a service provider and are not Ourselves undertaking to repair any such systems or components.
- S. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Service Plan, this Service Plan will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
- T. Coverage under this Service Plan is not transferrable.

XXII. EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

- X. **Manufacturers Responsibilities: The Service Plan complements but does not replace the manufacturer's warranty for any Covered Product. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.**
- Y. **Products or systems that are not installed according to the published installation instructions.**
- Z. **Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose— whether performed by a contractor, service company, or yourself.**
- AA. **Damage caused by the use of cleaners not in compliance with cleaning recommendations.**
- BB. **Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.**
- CC. **Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.**
- DD. **Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.**
- EE. **Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.**
- FF. **Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.**

- GG. Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including damages to the finish of the appliance or home, floors, cabinets, countertops, and walls.**
- HH. Damage caused by children, animals, plants, or insects.**
- II. Force Majeure: Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.**
- JJ. Covered Item(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.**
- KK. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product.**
- LL. Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.**
- MM. Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.**
- NN. Noises associated with normal operation.**
- OO. Pickup or delivery of Covered Products for repair. Coverage is for on-site repair of Covered Products only.**
- PP. Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.**
- QQ. Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.**
- RR. Service trips to teach the end-user how to use the product.**
- SS. Incompatible systems.**
- TT. Maintenance of equipment.**

Repair costs for any circumstances not covered by this Service Plan shall be borne by the contract holder.

XXIII. Accessibility of Product:

If Service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

XXIV. Fees and Charges:

- A.** If a monthly plan payment is not collected on a scheduled payment date, service under this Service Plan may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation Section XII.
- B.** The price of this Service Plan and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the Service Plan by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XII below.

XXV. Laws, Codes and Regulations:

This Service Plan 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.

XXVI. Renewal:

This Service Plan may be renewed at Our sole discretion.

XXVII. Cancellation, Nonrenewal, and Modification of the Service Plan:

- G.** You may cancel the Service Plan only by contacting Us or the Named Administrator. Cancellation becomes effective at the end of the current month of coverage.
- H.** If You cancel Your Service Plan within 30 days of the Service Plan Purchase Date, You will receive a 100% refund of the Service Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- I.** If you cancel this Plan after the first thirty (30) days from the Service Plan Purchase Date:
 - 3.** If You cancel after the first thirty (30) days from purchase of Your Service Plan, You will receive a pro rata refund of the Service Plan Price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
 - 4.** If You are paying on a monthly basis, Your Service Plan will run through the end of the month paid and You will not be charged again; and You will not receive a refund.
- J.** We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of material misrepresentation by You, or a substantial breach of duties by You. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- K.** If You are paying the Service Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Service Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel Your Service Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If Your Service Plan was inadvertently sold to You on a property which is not eligible for coverage under this Service Plan, We will cancel this Service Plan and return the full Service Plan Price or Monthly Payment Amount(s) paid by You.
- L.** We reserve the right to update or modify the Terms and Conditions of this Service Plan upon thirty (30) days written notice.

XXVIII. Resolution of Disputes

- G.** This provision constitutes a Service Plan to resolve any disputes, claims or controversies under this Service Plan through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- H.** The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.
- I.** BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SERVICE PLAN OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.

- J. Unless otherwise required by the laws of the state where the Covered Property is located, this Service Plan will be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflicts of law.
- K. Any legal or judicial proceeding commenced by or on behalf of You under this Service Plan (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. BY ENTERING INTO THIS SERVICE PLAN, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.
- L. Any failure by Us to assert a right or enforce a requirement under this Service Plan shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

XXIX. Insurance: This Service Plan is not a contract of insurance, but it is secured by an insurance policy in the following states provided the Insurer listed on Your Declaration of Coverage.

If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the Insurer.

The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

XXX. State Requirements and Disclosures

Regulation of service plans may vary widely from state to state. Any provision within this Service Plan, which conflicts with the laws of the state where You reside, 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

In Colorado:

- Section VII EXCLUSIONS FROM COVERAGE, the following statement has been added: Action under this Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act” articles 1 and 2 of title 6, C.S.R., and a party to such an Plan may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

In Connecticut:

The follow statements have been added:

- This Plan is automatically extended while a covered product is being repaired.
- Resolution of Disputes: If we are unable to resolve any disputes with you regarding this Plan, you may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

In Illinois:

- In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims.
- In the event of cancellation You will receive a pro-rata refund of the Plan price minus any paid claims.
- "Breakdown" includes normal wear and tear of Your Covered Product.

In Iowa:

- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, Section B, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims. A ten percent (10%) penalty shall be added each month to a refund that is not paid to You within thirty (30) days of Your return of the Plan to Us.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, Section C, is amended with the following: We reserve the right to cancel this Agreement upon thirty (30) days written notice. However, in the event We cancel this Agreement due to Your nonpayment of the Contract Price, Your material misrepresentation to Us or the administrator, or Your substantial breach of duties relating to the covered product or its use, cancellation may be immediate. In the event We cancel this Agreement for any reason other than nonpayment of the Contract Price, We will refund to You an amount equal to one hundred percent of the unearned Contract Price, less any claims paid.
- The issuer of this 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 Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

In Montana:

- Obligations of the provider of this service contract are insured under a service contract reimbursement insurance policy issued by Technology Insurance Company 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-866-327-5818 (the "Insurer")

In New Hampshire:

- The following statement has been added: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261.

In New Mexico:

- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended to include the following: No service Agreement that has been in effect for at least (70) days may be cancelled by the provider before the expiration of the agreed terms or one year after the effective date of the service Agreement, whichever occurs first, except for the following reasons:
 - 1) Agreement holder's failure to make full payment by the due date.
 - 2) Conviction of a crime that results in an increase in the service required under the service Agreement.
 - 3) Discovery of fraud or material misrepresentation by the Agreement holder in obtaining the service Agreement or in presenting a claim for service thereunder.

- 4) Discovery of either of the following if it occurred after the effective date of the service Agreement and substantially and materially increased the service required under the service Agreement:
 - a) An act or omission by the Agreement holder; or
 - b) A violation by the Agreement holder of any conditions of the service Agreement

In Texas:

- Section IV To Obtain Service, is amended as follows: For any non-emergency, service will be initiated within 48 hours and completed as soon as reasonably possible

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

SIGNATURE

In Wisconsin:

- Section IV To Obtain Service, Section A, the following has been added: Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Plan. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. In other words, you may not deny a claim solely because the contract holder did not obtain preauthorization.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended with the following: You may cancel the Plan by calling Us at 888-327-5818]. Cancellation becomes effective at the end of the current month of coverage.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the Plan holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended with the following: **We reserve the right to cancel this Plan upon thirty (30) days written notice.** This Plan may be cancelled by Us for nonpayment of the Plan price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the covered products or their use. The notice of cancellation will include the reason and the effective date of cancellation.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended to include:
 - If We choose to non-renew, We will give sixty (60) days' notice to You. We can only change the rate upon renewal. We will give sixty (60) days' notice for any rate increase of 25% or more.
- The following statements have been added:
 - **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

- The Insured will be made whole before the insurer may retain amounts it has recovered.

In Minnesota & Wisconsin:

- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended with the following: In the event of cancellation You will receive a pro-rata refund of the Plan price, minus any paid claims.
- Section XII CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE SERVICE PLAN, is amended with the following: In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after the provider receives a written request to cancel from the Plan holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser.

ENTIRE CONTRACT: This Agreement together with Declaration of Coverage, sales invoice and/or receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Terms and Conditions - HPBD-HW-WIC-006 (03/22)

These Terms and Conditions are a legal contract that describes the terms and conditions of Your Service Plan. These Terms and Conditions, together with Your Declaration of Coverage, and any applicable state-specific amendments constitutes the entire Plan between You and Us ("Plan"). No other written or oral modifications are valid.

I. Definitions:

A. The following provides definitions regarding the parties to the contract:

1. "Named Administrator" shall mean the Administrator listed on Your Declaration Of Coverage.
2. Throughout this document, "You" and "Your" refers to the purchaser listed on the Declaration of Coverage.
3. "We," "Us," and "Our" refers to the obligor of the contract listed on Your Declaration of Coverage.

B. In addition, the following terms have the meanings set forth below:

1. "Authorized Repair Technician" means the service provider We assign in response to request for Service ("Service Request").
2. "Breakdown" means a mechanical or electrical failure of the Covered Products under Your Service Plan to perform their fundamental operation(s) in normal service, as defined by the manufacturer.
3. "Coverage Period" has the meaning set forth in Section II(A) of this Service Plan.
4. "Covered Product(s)" means: the products listed on the Declaration of Coverage that are located inside the confines of the Named Location, are in proper working order on the Service Plan Purchase Date, and become inoperative due to a Breakdown during the Coverage Period.
5. "Declaration of Coverage" means the description of coverage document attached to this Service Plan that lists Your Covered Product(s) and the details of Your Service Plan(s).
6. "Major Appliance" means up to one (1) each of the following Covered Products: refrigerator, range, dishwasher, microwave oven, clothes washer, clothes dryer, or garbage disposal.
7. "Named Location" means the address of the Residential Dwelling listed on the Declaration of Coverage where the Covered Products are located.
8. "Monthly Payment Amount" means the monthly amount You pay of the Service Plan Price.
9. "Payment Terms" describes the way You elect to pay the Service Plan Price for Your Service Plan, either in one payment or in equal monthly payments for the Term.
10. "Residential Dwelling" means residential homes, condos or apartments which exist permanently on land. Residential Dwellings do not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities, nor dwelling located not attached to a permanent foundation such as house boats, or recreational vehicles.
11. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair any Covered Item in accordance with the provisions set forth in this Service Plan.
12. "Service Plan" (or "Plan") means the service plan purchased, as shown on the Declaration of Coverage and governed under this these terms and conditions.
13. "Service Plan Price" means the total price for Your Service Plan You pay in one payment or in equal monthly payments for the Term.
14. "Service Plan Purchase Date" means the date that You purchased Your Service Plan. The Service Plan Purchase Date is stated on Your Declaration of Coverage. "Term" has the meaning set forth in Section II(A) of this Service Plan.
15. "Service Plan Effective Date" means the date that You become eligible for coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
16. "Property Close Date" means the close of escrow date, also referred to as the title transfer date or date of first occupancy. This date is utilized to calculate when the first year timeframe begins and ends and to determine the term of many manufacturer's warranties.
17. "Service Plan Expiration Date" means the date that the Term of this Service Plan terminates and expires, as set forth on Your Declaration of Coverage.
18. "Plan Term" means the number of months that You are eligible for coverage under Your Service Plan .

19. "Service Fee" means the amount collected each time a service provider is dispatched to Your property.
20. **"WAIT PERIODS" MEANS THE WAIT PERIOD DEFINED IN SECTIONS II (B) AND (D).**

II. Coverage Period:

- A. The Coverage Period for Your Service Plan is listed on the Declaration of Coverage under Term. Your Coverage shall commence on the Property Close Date and remains in effect for the term listed on Your Declaration of Coverage.
- B. **A WAIT PERIOD APPLIES TO YOUR SERVICE PLAN IF LISTED ON THE DECLARATION OF COVERAGE. THE WAIT PERIOD STARTS ON THE PLAN PURCHASE DATE AND REMAINS IN EFFECT FOR THE PERIOD LISTED ON YOUR DECLARATION OF COVERAGE. AFTER THE SERVICE PLAN EFFECTIVE DATE, COVERAGE WILL CONTINUE AS LONG AS ALL PAYMENTS ARE MADE AS SCHEDULED.**
- C. During the coverage period, We will arrange for an Authorized Repair Technician to service or repair covered items, due to a Breakdown. This Service Plan provides coverage only for the plan You have selected and for those items specifically listed as being covered, as indicated on Your Declaration of Coverage. No other coverage will be provided and coverage is subject to limitations and conditions specified in this Service Plan.
- D. **THE WAIT PERIODS DO NOT APPLY TO ANY CONTINUOUSLY UNINTERRUPTED RENEWAL TERMS UNDER THIS SERVICE PLAN.**

III. Your Responsibilities:

- A. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
- B. You are required to pay the Service Plan Price at the start of the Plan for the initial Plan Term as indicated on the Declaration of Coverage, unless You elect to pay the Plan Price in equal monthly payments for the Term.
- C. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XII. if you have not paid Your Monthly Payment Amount by its due date.

IV. To Obtain Service:

To request service, please contact Us by calling the toll-free the number listed on Your Declaration of Coverage.

- A. Notice of any Breakdown must be given to Us immediately upon discovery and must have occurred during the Coverage Period.
- B. The Plan must be paid in full or You must have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Service Plan Price due from You, regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Plan, at Our sole discretion.
- C. We will not pay for any services or parts provided without Our prior authorization.
- D. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network, provided they can show sufficient proof of insurance and are fully licensed to perform such service.
- E. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Service Plan does not apply, or no Breakdown is discovered, You are required to pay the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.

V. What this Plan Covers

COVERED PRODUCT BREAKDOWNS. During the Coverage Period, this Service Plan provides for the service, repair or replacement of the covered parts and labor due to a Breakdown. This Service Plan only provides coverage for Covered Products located in Residential Dwelling at the Named Location. **This Service Plan does not cover common areas or items shared with non-purchasers of this Service Plan.** See Sections VI. and VII. below for further conditions, limitations and exclusions of coverage.

The Covered Product(s) must be:

- 1) Located within the confines of the main foundation of the Residential Dwelling (with exception of the exterior air conditioner);
- 2) In good working order on the Service Plan Purchase Date;
- 3) Properly installed and maintained throughout the Coverage Period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a Residential Dwelling).

Product Coverage:

All brands of equipment will be covered under the Service Plan subject to availability of repair parts. Only those items specifically named as Covered Products are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

- A. Heating and Cooling: We will cover up to the limit of liability listed on the Declaration of Coverage page. The limits include any costs for access, diagnosis, repair/replacement. Please review Your Declaration of Coverage.
 1. Central Air Conditioning System (includes Heat Pumps): (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: Condenser, Defrost Heating Element, Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Coils, Refrigerant (up to 2lbs or \$100 per Term), Refrigerant line sets, Refrigerant reclamation, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Drain line stoppages, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED: Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, driers, belts, wiring, condensate pump, thermostat software and wifi connectivity, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, wall units not ducted when designed to be ducted by the original manufacturer.**
 2. Central Home Heating System: (Gas or Electric or Oil) COVERED: Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, 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, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED: Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat software and wifi connectivity, float/wet switch, flues and vents, filters, improperly sized heating systems, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.**

- B. Water Heater:** We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
- 1. Water Heater: (Gas or Electric or Tankless) 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:** 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.
- C. Home Appliances:** We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
- 1. Range/Oven/Cooktop:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop. Damage caused by direct exposure to water or other liquids. Conversion of products from electric to natural gas or propane; or vice versa
 - 2. Refrigerator (with icemaker):** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Food/medicine spoilage, media centers, or cosmetic issues such as scratches, dents or chipping. Shelves, door bins, drawers, handles, accessories, springs, hinges, liners, baskets, racks, rollers, handles and other parts besides those that were originally included with the Covered Product. Replacement of the light bulbs, air filters, or water filter cartridges, if included, other than as noted above.
 - 3. Clothes Washer:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Removable mini-tubs or buckets, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.
 - 4. Clothes Dryer:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.
 - 5. Dishwasher:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping. Defects or malfunctions of any garbage disposal connected to the dishwasher
 - 6. Microwaves:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** door glass, clocks, light bulbs, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping. Damage caused by direct exposure to water or other liquids
 - 7. Garbage Disposal:** COVERED: Mechanical and Electrical breakdowns resulting from normal use of the product. **NOT COVERED:** Problems and/or jams caused by bones and foreign objects other than food.
- D. Plumbing & Electrical Systems:** This coverage applies if listed on the Declaration of Coverage page. We will cover up to the limit of liability listed on the Declaration of Coverage page. The limit includes any costs for access, diagnosis, and repair/replacement, including repair of access, if required. If repair requires the need to go through walls or floors to access the system, this Plan only covers the closing of that access, up to the limit defined on the Declaration of Coverage under System Access.
- 1. Interior Electrical System:** COVERED: All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** 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 surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.**
2. Plumbing System & Stoppages: COVERED: All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, Interior and Exterior Hose Bibs installed at the time the dwelling was built. Clearing of mainline drain, sewer and lateral drain line stoppages up to 100 feet from access point which can be cleared with standard sewer cable through an accessible, existing ground level cleanout without excavation, except if caused by roots; P-Traps; Drains; and Overflow Access Points. **NOT COVERED: All piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, or water supply lines to the refrigerator. Stoppages caused by roots; collapsed, broken, or damaged lines outside the confines of the main foundation (even within 100 feet of access point); access to drain or sewer lines from roof vents; removal of toilet or costs to locate, access or install a ground level cleanout.**
 3. Plumbing Fixtures: COVERED: Faucets, Valves, Shower Heads and Nozzles. Toilets and Toilet Parts. **NOT COVERED: Toilet seats (unless toilet is replaced); bath tubs; and shower enclosures and base pans.**
- E. Food Spoilage: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for food spoilage. COVERED: A prolonged and continuous outage of greater than 12 hours for refrigerated foods and 24 hours for frozen foods due to a covered refrigerator/freezer Breakdown.
- F. Surge Protection: We will cover up to the limit of liability listed on Your Declaration of Coverage per 12-month period from the Service Plan Purchase Date through the Service Plan Contract Expiration Date for surge protection. COVERED: Breakdown of any covered product under your Service Plan caused by power surge or spike if the Breakdown occurs while the product is connected to a surge protector accepted by the Underwriter's Laboratory. We may collect your surge protector for examination.
- G. Optional Add-On Coverage: We will cover up to the limit of liability listed on the Declaration of Coverage page on the following products if they are listed on Your Declaration of Coverage. The limit includes any costs for access, diagnosis, and repair/replacement. Please review Your Declaration of Coverage.
1. Pool & Spa: We cover parts and labor costs to repair or replace up to one (1) Pool and one (1) Spa at your Covered Location, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your Pool and Spa is the result of normal, ordinary use, following the guidelines of the manufacturer. Pool/Spa Coverage includes 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. **NOT COVERED: Seals and hoses, automatic feeders and chemicals, lights, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, filter elements or media, remote control systems, refrigerant reclamation, built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers, fuel storage tanks, disposable filtration mediums.**
 2. Utility Lines: We cover parts and labor costs to repair or replace the selected external lines, as listed on the item table, at your Covered Location, as defined on your Declaration of Coverage, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your External Lines is the result of normal and ordinary use.

- a. External Water Line: COVERED: All parts, material, and labor to repair or replace Your leaking or broken External Water Line. The determination of whether, and with what, to repair, reline, or replace Your External Water Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of any repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a service leak or perform other work will be replaced with grass seed. **NOT COVERED: Main shut-off valve, blockages, water taps, pressure reducing valve, booster pump, meter pit frame or cover, curb valve, curb box adapter and cover (unless owned by You), lawn or fire sprinkler systems, any leaks inside the premises beyond the main shut-off valve in the house.**
 - b. External Sewer Line: COVERED: All parts, material, and labor to repair, reline, replace, or unblock Your External Sewer Line. The determination of whether, and with what, to repair, reline, or replace Your External Sewer Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a sewer leak or perform other work will be replaced with grass seed. **NOT COVERED: Pressure reducing valve, sewer line that does not connect to a municipal or city owned sewer line, coverage of External Sewer Line before the main sewer clean out in Your home, 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 sewer clean out in the house, any type of sewer odors emitting from the sewer main, system, or sewer line that seep into the drainage or venting system of a house.**
 - c. External Gas Line: COVERED: All parts, material, and labor to repair or replace a Breakdown to Your External Gas Line. The determination of whether, and with what, to repair, re-line, or replace Your External Gas Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a gas leak or perform other work will be replaced with grass seed. **NOT COVERED: Repair or replacement of any appliance, appliance connectors, burner tips, or fixtures, including fireplaces, fire logs and fire pits, utility meters, concrete-encased lines, failures caused by tree roots, private gas lines or gas lines not supplied by a utility, movement or replacement of the meter, any connections to or extensions from the External Gas Line, such as gas lines to grills, lights, and pool heaters, high pressure gas lines with a pressure rating of 60 psi or greater, internal gas connections or equipment.**
3. Septic System/Well: COVERED: Mainline stoppages that can be cleared through an existing access or cleanout without excavation. The septic tank will be pumped one (1) time during the Plan coverage term if the stoppage is due to septic back up. We will not pay more than \$500 per pumping occurrence. If the septic tank needs to be replaced, we will not pay more than the total limit of liability listed on Your Declaration of Coverage, towards the replacement of the septic tank. We will cover one (1) sewage ejector pump for septic system located within the perimeter of the main foundation. **NOT COVERED: Broken or collapsed sewer lines outside the foundation, stoppages or roots that prevent the effective use of any externally applied sewer machine cable, cost of finding or gaining access to the septic tank or sewer hook-ups, disposal of waste, chemical treatment of the septic tank and/or sewer lines, tanks, leach lines, cesspool, and any mechanical pump or systems**

VI. Limit of Liability and Conditions:

- A. Our limit of liability to pay for the repair or replacement of a Covered Product during the PlanTerm will not exceed the Covered Product's original purchase price. The Covered Product's limit of liability includes any costs for trip, diagnosis, repair, replacement, and buyout during the Term.

- B. We have the sole right to determine whether a Covered Product needs to be repaired/replaced. If We decide to replace the covered appliance, item or system, 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, TV's or Radios in Refrigerators.
- C. 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 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.
- D. All equipment covered by this Service Plan must be in good working condition as of the Service Plan Effective Date and be reasonably clean and accessible at the time of service.
- E. We reserve the right to obtain a second opinion at Our expense.
- F. We reserve the right to use a qualified Authorized Repair Technician, 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 Service Plan.
- G. 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 Service Plan.
- H. We are not a service provider and are not Ourselves undertaking to repair any such systems or components.
- I. In the event that there is any other collectable insurance, warranty, or guaranty coverage available to You covering a loss also covered by this Service Plan, this Service Plan will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
- J. Coverage under this Service Plan is not transferrable.

VII. EXCLUSIONS FROM COVERAGE

THE FOLLOWING EXCLUSIONS APPLY TO ALL COVERED ITEMS AND ARE NOT COVERED BY THIS SERVICE PLAN:

- A. **Manufacturers Responsibilities: The Service Plan complements but does not replace the manufacturer's warranty for any Covered Product. Parts and services covered by the manufacturer's warranty are the responsibility of the manufacturer during the manufacturer's warranty coverage period.**
- B. **Products or systems that are not installed according to the published installation instructions.**
- C. **Faults or damage caused by improper maintenance, neglect, altering, tampering, or careless operation or handling of the products, or any use other than the product's intended purpose— whether performed by a contractor, service company, or yourself.**
- D. **Damage caused by the use of cleaners not in compliance with cleaning recommendations.**
- E. **Cosmetic marks on the products including, but not limited to, metal marks, fingerprints, smudges, and other temporary marks made by household items.**
- F. **Consumable parts, including, but not limited to, light bulbs, replaceable batteries, and water and air filters.**
- G. **Products that You decide You do not like after installation due to color, styles, or other opinions based on personal preference.**
- H. **Cosmetic damage, including, but not limited to, damage to the finish, such as surface rust, tarnish, or small blemishes.**
- I. **Discoloration, rust, or oxidation of surfaces resulting from caustic or corrosive environments including, but not limited to, high salt concentrations, high moisture or humidity, or exposure to chemicals. Installation applications within 5 miles (8 kilometers) of a body of saltwater are considered high salt concentration environments.**

- J. **Incidental and consequential damage caused before, during, or after delivery, repair, or installation, including damages to the finish of the appliance or home, floors, cabinets, countertops, and walls.**
- K. **Damage caused by children, animals, plants, or insects.**
- L. **Force Majeure: Damage or injury caused in whole or in part by natural calamities, or acts of God (including, but not limited to, earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants (including, but not limited to, salt water or chemicals in storm waters), explosions, biological infestations, acts of war, acts of civil or military authority, acts of vandalism, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, or accidents.**
- M. **Covered Item(s) used in the following installation applications: aircraft, watercraft, recreational vehicles, or outdoors.**
- N. **Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e., trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing the Covered Product.**
- O. **Replacement of house fuses, resetting of circuit breakers, and correcting house wiring or plumbing.**
- P. **Damage or failure caused by incorrect electrical current, voltage, or plumbing codes.**
- Q. **Noises associated with normal operation.**
- R. **Pickup or delivery of Covered Products for repair. Coverage is for on-site repair of Covered Products only.**
- S. **Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.**
- T. **Systems, components, and appliances with original model/serial numbers removed, altered, or not easily determined.**
- U. **Service trips to teach the end-user how to use the product.**
- V. **Incompatible systems.**
- W. **Maintenance of equipment.**

Repair costs for any circumstances not covered by this Service Plan shall be borne by the contract holder.

VIII. Accessibility of Product:

If Service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.

IX. Fees and Charges:

- A. **If a monthly plan payment is not collected on a scheduled payment date, service under this Service Plan may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation Section XII.**
- B. **The price of this Service Plan and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the Service Plan by giving written notice prior to the effective date of any price increase pursuant to the terms of Section XII below.**

X. Laws, Codes and Regulations:

This Service Plan 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.

XI. Renewal:

This Service Plan may be renewed at Our sole discretion.

XII. Cancellation, Nonrenewal, and Modification of the Service Plan:

- A.** You may cancel the Service Plan only by contacting Us or the Named Administrator. Cancellation becomes effective at the end of the current month of coverage.
- B.** If You cancel Your Service Plan within 30 days of the Service Plan Purchase Date, You will receive a 100% refund of the Service Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
- C.** If you cancel this Plan after the first thirty (30) days from the Service Plan Purchase Date:
 - 1.** If You cancel after the first thirty (30) days from purchase of Your Service Plan, You will receive a pro rata refund of the Service Plan Price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
 - 2.** If You are paying on a monthly basis, Your Service Plan will run through the end of the month paid and You will not be charged again; and You will not receive a refund.
- D.** We reserve the right to cancel this Service Plan at any time and without prior written notice in the event of material misrepresentation by You, or a substantial breach of duties by You. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.
- E.** If You are paying the Service Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Service Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel Your Service Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If Your Service Plan was inadvertently sold to You on a property which is not eligible for coverage under this Service Plan, We will cancel this Service Plan and return the full Service Plan Price or Monthly Payment Amount(s) paid by You.
- F.** We reserve the right to update or modify the Terms and Conditions of this Service Plan upon thirty (30) days written notice.

XIII. Resolution of Disputes

- A.** This provision constitutes a Service Plan to resolve any disputes, claims or controversies under this Service Plan through good faith negotiation. Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- B.** The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.
- C.** BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SERVICE PLAN OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.
- D.** Unless otherwise required by the laws of the state where the Covered Property is located, this Service Plan will be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflicts of law.

- E. Any legal or judicial proceeding commenced by or on behalf of You under this Service Plan (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. BY ENTERING INTO THIS SERVICE PLAN, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.
- F. Any failure by Us to assert a right or enforce a requirement under this Service Plan shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

XIV. Insurance: This Service Plan is not a contract of insurance, but it is secured by an insurance policy in the following states provided the Insurer listed on Your Declaration of Coverage.

If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the Insurer.

The Insurer and Obligor shall not be deemed to provide cover and neither the Insurer nor Obligor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Obligor or Insurer, their parent companies or their ultimate controlling entities to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

XV. STATE REQUIREMENTS AND DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Service Plan, which conflicts with the laws of the state where You reside, 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

In California:

- The Obligor of the contract is AMT Home Protection Company, 800 Superior Avenue, Cleveland, OH 44114, (California Company ID No. 5875-0). The Administrator is OnPoint Warranty, LLC.
- Section XII Cancellation of Plan is amended as follows: We may only cancel for: (a) non-payment by You; or (b) Your fraud or misrepresentation of facts that are material to this Service Plan or benefits provided under it.

In Florida:

- The Obligor of the contract is by Wesco Insurance Company 59 Maiden Lane, 43rd Floor, New York, NY 10038, 1-888-327-5818, license # 01913. The administrator is OnPoint Warranty, LLC, 9900 Corpus Campus Drive, Suite 2050, Louisville, KY 40223.
- Section XII Cancellation of Plan is amended as follows: In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims. If

You cancel more than 30 days after the Start Date, Your refund shall be based upon 90% of the unearned pro-rata Price less any claims paid by Us. If We cancel, Your refund shall be based upon 100% of the unearned pro-rata Price less any claims paid by Us.

- The rates charged to You for this Service Service Plan are not subject to regulation by the Florida Office of Insurance Regulation. **We will not provide coverage to You free of charge during any period when Your home is listed for sale.**
- You have the right to assign this Service Service Plan to the purchaser of Your Home within 15 days of the date that Your Home is sold or transferred. We may charge an assignment fee not to exceed \$40.

In Oklahoma:

• Section XII Cancellation of Plan, is deleted and replaced with the following: You may cancel this Plan for any reason at any time. To cancel, contact 877-877-1094]. If You cancel within the first thirty (30) days of receipt of You Plan, You will receive a full refund. If You cancel after thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Plan except for fraud, material misrepresentation or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

- The following statements have been added:
- Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
- Oklahoma service warranty statutes do not apply to commercial use references in service warranty contract.
- Northcoast Warranty Services license number is 44200963.

NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

ENTIRE CONTRACT: This Agreement together with Declaration of Coverage, sales invoice and/or receipt sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.