



**SAMPLE RESIDENTIAL SERVICE CONTRACT  
CONFIRMATION PAGE**

This Confirmation Page is part of Your Residential Service Contract. Please read the entire contract carefully.

Contract Number:	THS-148301
Contract Holder:	Jane Smythe
Address:	123 Main St. Cityville, IN 40761
Contract Start Date:	4/1/22
Contract Term:	12 Months
Service Type:	Repair
Contract Fee Due Date:	N/A
Contract Fee:	\$650
Contract Fee Grace Period:	60 days
Waiting Period:	30 days
Claim Fee:	\$75
Aggregate Claim Limit of Liability	\$10,000
Transferable:	No
Distributor:	Tend Home 6400 S. Fiddlers Green Circle, Suite 100 Greenwood Village, CO 80111
Contract Obligor/Provider:	Ironwood Warranty, LLC 400 Missouri Ave, Suite 120 Jeffersonville, IN 47130
Contract Administrator:	Bankers Warranty Group, Inc. 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716
Contract Insurer:	Hornbeam Insurance Company 471 W Main Street, Suite 302 Louisville, KY 40202 1-502-276-2200
Contact Us At:	<a href="#">Tend Support</a> or call 1.833.404.8363

The following are part of the Service Contract:  
Service Contract Amendment(s)

**SAMPLE RESIDENTIAL SERVICE CONTRACT  
CONFIRMATION PAGE (cont.)**

**Contract Number: THS-148301**

**Contract Holder: Jane Smythe**

<b>Product Category/Covered Products</b>	<b>Eligible for Mechanical &amp; Electrical Breakdown and Power Surge (checked only)</b>	<b>Claim Limit of Liability</b>
<b>Appliance Category</b>		Up to \$2,000.00 over Contract Term
Kitchen Refrigerator	x	
Range/Oven/Cooktop	x	
Built-In Microwave	x	
Dishwasher	x	
Garbage Disposal	x	
Clothes Washer	x	
Clothes Dryer	x	
Water Heater	x	
Wine Cooler/ Wine Chiller	NA	
<b>Home Items Category</b>		Up to \$2,000.00 over Contract Term
Door Bells	x	
Ceiling Fans	NA	
Instant Hot/Cold Water Dispenser	x	
Built-In Exhaust Fan	x	
Attic/Whole House Fan	NA	
Garage Door Opener	x	
<b>Home Systems Category</b>		
HVAC Systems – including Ductwork	x	Up to \$3,000.00* over Contract Term *\$2,500.00 limit if HVAC is 15 years old or older at the time of claim.
Plumbing System	x	Up to \$2,000.00 over Contract Term
Plumbing Systems – Toilets	x	
Electrical System	x	Up to \$1,000.00 over Contract Term
Access to Systems	x	Up to \$1,000.00 over Contract Term

**Additional Benefits (as applicable to Covered Product):**

A Covered Product can only be replaced one time within a Contract Term.

## GENERAL PROVISIONS

Please keep this important terms and conditions document (“Residential Service Contract”) in a safe place, as it will be needed at the time of Claim. This is not a contract of insurance; it is a Residential Service Contract. The information contained in this Residential Service Contract, including on the Confirmation Page and any Amendments, is the complete contract and is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Residential Service Contract. For any questions regarding the information contained in this Residential Service Contract, please contact Us at the toll-free number in this document.

**THIS RESIDENTIAL SERVICE CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS RESIDENTIAL SERVICE CONTRACT. PLEASE READ THE TEXT UNDER THE SECTION TITLED “BINDING ARBITRATION AND CLASS ACTION WAIVER” CAREFULLY.**

### DEFINITIONS:

<p><b>“Claim”</b>: a demand for service or payment in accordance with this Residential Service Contract.</p> <p><b>“Claim Fee”</b>: the amount You are required to pay, per Claim, for services under this Residential Service Contract, as indicated on the Confirmation Page.</p> <p><b>“Contract Fee”</b>: means the payment amount required from the Contract Holder for coverage to remain in force under this Residential Service Contract, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p><b>“Contract Term”</b>: the period of time in which the provisions of this Residential Service Contract are valid.</p> <p><b>“Covered Product(s)”</b>: an item listed in the “COVERED PRODUCTS” section of the Confirmation Page that was purchased separately from the purchase of this Residential Service Contract, that may or may not have any remaining coverage under the manufacturer’s original equipment warranty, and that is fully operational and not damaged as of Your Contract Start Date.</p> <p><b>“Distributor”</b>: the party authorized by Us to sell this Residential Service Contract to You. The Distributor for this Residential Service Contract is shown on the Confirmation Page.</p>	<p><b>“Product Category”</b>: Covered Products are grouped into one of three Product Categories: Appliance Category, Home Systems Category or Home Items Category for purposes of Claim Limits of Liability as shown on the Confirmation Page.</p> <p><b>“Residential Service Contract”</b>: includes these provision pages, the Confirmation Page and any Amendments, and indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire contract. No representation promise or condition not contained herein shall modify these items, except as required by law.</p> <p><b>“You”, “Your” and “Contract Holder”</b>: indicates the purchaser of this Residential Service Contract and the owner of the Covered Product(s) that are covered by this Residential Service Contract as shown on the Confirmation Page.</p> <p><b>“Waiting Period”</b>: the period of time starting on the Contract Start Date, as shown on the Confirmation Page, during which no Claims are considered for coverage under this Residential Service Contract.</p> <p><b>We”, “Us”, and “Our”</b> indicate the Obligor/Provider and/or Administrator of this Residential Service Contract shown on the Confirmation Page, as applicable.</p>
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### PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Residential Service Contract, Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page and indicated as covered;
2. It is used in the manner for which it was intended (as specified in the manufacturer's warranty/owner's manual);
3. It is fully operational and not damaged as of the Contract Start Date. We may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged;
4. It is installed for diagnosis within the confines of the main foundation of the home or attached or detached garage except for (if selected): air conditioning, heating, electrical panel, water heater, pressure regulator, and sewage ejector pump, or pool and/or spa equipment. These exceptions must be installed for diagnosis and must be manufactured for outside use or be located in a structure which fully protects items from the elements;
5. It is located in a single-family home (including manufactured housing), condominium, townhome, multi-family dwelling, except:
  - a. Coverage is not provided if the Covered Product is used in an owned or rented property that is a commercial property or premises converted into a business or used for business purposes; or
  - b. If the Covered Product is in a multi-unit dwelling, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered

**YOUR RESPONSIBILITIES:**

**PRODUCT PROTECTION:** If damage or breakdown of the Covered Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

**MAINTENANCE AND INSPECTIONS:** If specified in the Covered Product's manufacturer's warranty and/or owner's manual, You must perform all the care, maintenance and inspections for the Covered Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

**EFFECTIVE DATE OF COVERAGE – WAITING PERIOD:**

Your Contract Start Date is shown on the Confirmation Page. Your Residential Service Contract may include a **Waiting Period** as shown on the Confirmation Page which may vary depending on the Covered Product and/or the coverage type. The **Waiting Period** starts on the Contract Start Date. You cannot submit a claim for coverage until expiration of the applicable Waiting Period.

**PLAN AND RENEWABILITY:**

**ANNUAL PLAN** – You are required to pay the Annual Contract Fee at the start of the Residential Service Contract for the initial Contract Term as indicated on the Confirmation Page, unless We have offered You a payment plan allowing You to pay the Contract Fee monthly over a set number of months. If any monthly payment due is not received by Us within The Contract Fee Grace Period shown on the Confirmation Page, this Residential Service Contract will automatically terminate and not be eligible for reinstatement or any refund.

At the end of the initial Contract Term, and any subsequent Contract Term, We may offer you continuing coverage under our then current terms and conditions and Contract Fees. If We elect to offer You continuing coverage, We will notify You of the Contract Fee and terms and conditions of the continuing coverage at least thirty (30) days prior to the end of the current Contract Term. Each Contract Term will be treated as a separate Agreement term and you will be provided new Confirmation Pages reflecting the new term and any contract changes. If We offer You continuing coverage and You do not notify us of Your choice to cancel coverage before the end of the current Contract Term, We will automatically renew Your contract for the additional Contract Term and the Contract Fee will be due. We must receive the Contract Fee for the next Contract Term by the end of the Contract Fee Grace Period shown on the Confirmation Page or Your contract will automatically terminate. You agree that any provisions required by law to be continued herein for renewal purposes are deemed incorporated herein for renewal purposes. If the renewal requirements have not been met, this Residential Service Contract will end at the end of the then current Contract Term and We will have no further obligations to You.

If You submit a Claim during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Residential Service Contract, at Our sole discretion.

## **WHAT IS COVERED:**

This Contract may provide coverage for:

1. **Mechanical or Electrical Breakdown** - failure of a Covered Product to perform its intended function due to failure or breakdown of mechanical or electrical components, including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Product. Mechanical or Electrical Breakdown is only provided on those Covered Products indicated on the Confirmation Page.
2. **Power Surge** - damage to a Covered Product resulting from an oversupply of voltage to Your Covered Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Product to a power supply. For major appliances such as refrigerators, freezers, washing machines, clothes dryers, dishwashers, ranges, cooktops, ovens and microwave ovens the use of an approved surge protector is not required in order to receive benefits under this Power Surge coverage. This covers only damage to the Covered Product. Power Surge is only provided on those Covered Products indicated on the Confirmation Page.
3. **Additional Benefits** – any benefits shown on the Confirmation Page or in any attached Residential Service Contract Amendments.

## **IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED” AND MANUFACTURERS WARRANTY:**

Coverage described in this Residential Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and will not be considered under this Contract, even if you fail to report it to the manufacturer or if the manufacturer fails to provide coverage. This Residential Service Contract provides additional benefits during the manufacturer's warranty term. If a Covered Product is still within any portion of the manufacturer's warranty You should look first to the manufacturer's warranty for coverage and then to this Residential Service Contract for coverages not provided by the manufacturer if provided in this Residential Service Contract

## **COVERED PRODUCTS:**

See Your Confirmation Page to determine which of the following products are included in Your contract. Only those indicated on the Confirmation Page are included and no coverage is provided on any product below not checked as covered on the Confirmation Page.

### **Appliance Category**

#### **Dishwasher (Built-in or Portable)**

- a. **INCLUDED:** All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. **EXCLUDED: Racks, Baskets, Rollers, Door seals, Audio/Visual Equipment and Internet Connection Components.**

#### **Garbage Disposal**

- a. **INCLUDED:** All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. **EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food.**

#### **Built-In Microwave Oven**

- a. **INCLUDED:** All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. **EXCLUDED: Interior linings, Clocks, Shelves, Portable or counter top units, Meat probe assemblies, Rotisseries, Door seals, Lighting, Handles, Glass, Audio/Visual Equipment and Internet Connection Components.**

#### **Range/oven/cooktop (Gas or Electric; Built-in or Free Standing).**

- a. **INCLUDED:** All components and parts, other than as specifically excluded in this Residential Service Contract. Sensi-heat burners only replace with standard burners.
- b. **EXCLUDED: Clocks (unless they affect the cooking function of the oven), Meat probe assemblies, Rotisseries, Racks, Handles, Knobs, Door seals, Lighting and Handles, Glass.**

#### **Kitchen Refrigerator**

- a. **INCLUDED:** All components and parts, including integrated freezer unit, other than as specifically excluded in this Residential Service Contract for the refrigerator located in the kitchen.
- b. **EXCLUDED: Racks, Shelves, Interior thermal shells, Freezers which are not an integral part of the refrigerator, Food spoilage, Door seals, Lighting and Handles, Audio/Visual Equipment and Internet Connection**

## Components.

### Clothes Washer

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. EXCLUDED: Plastic mini-tubs, Soap dispensers, Filter screens, Knobs and dials, Damage to clothing, Door seals, Glass.

### Clothes Dryer

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. EXCLUDED: Venting, Lint screens, Knobs and dials, Damage to clothing, Door seals, Glass, Cabinet liners, Coin operated units, Audio/Visual Equipment and Internet Connection Components.

### Water Heater

- a. INCLUDED: All components and parts, including circulating pumps, other than as specifically excluded in this Residential Service Contract.
- b. EXCLUDED: Low boy and/or Squat water heaters, Solar water heaters, Solar components, Fuel, holding or storage tanks, Noise-Energy management systems, Flues and vents, Commercial grade equipment, Units exceeding 75 gallons, Drain pans/lines, Tank jackets, Dampers, Electrical and gas feed to the unit, Anode rod, Expansion tanks, Dip tubes, Backflow valves, Mixing valves, Water Heater used for radiant heat, System booster pump, Flushing, Repairs needed due to freezing or water damage, Outside water heaters not designed for outdoor use or lacking proper enclosures, Water piping outside the home, Gas fittings including flex connectors outside of the home, damage caused by not regularly maintaining a tankless water heater system to manufacturer specifications.

### Wine Cooler/Wine Chiller

- a. INCLUDED: All components and parts other than as specifically excluded in this Residential Service Contract.
- b. EXCLUDED: Racks, Shelves, Interior thermal shells, Wine spoilage, Door seals, Lighting and Handles, Audio/Visual Equipment and Internet Connection Components.

### Home Systems Category

Coverage includes two (2) cooling (includes condenser and air handler) and/or heating equipment units in total and connected thermostat(s).

### AIR CONDITIONING/COOLING SYSTEM (not exceeding 5-ton capacity and designed for residential use).

- a. INCLUDED: All components and parts for ducted electric central air conditioning, ducted electric wall air conditioning and water evaporative coolers, including thermostats, circuit boards, condensate pumps, contractor switches, fan controls and relays, high and low pressure switches, condenser coils, condenser casings, condenser motor and fan, blower motor (located in furnace or air handler), capacitors, internal fuses, delay timers, compressors, evaporator coil, metering systems, external wiring and parts to the unit, TXV valves and refrigerant, other than as specifically excluded in this Residential Service Contract. Replenishment of refrigerant is limited to up to two (2) pounds or \$100 per Contract Term for parts and labor.
- b. EXCLUDED: Gas air conditioning systems, Registers and Grills, Filters, Electronic air cleaners, Window units, Non-ducted wall units, Water towers, Humidifiers, Improperly sized units, Chillers, All exterior condensing, cooling and pump pads, Roof mounts, jacks, stands or supports, Electronic, computerized, and manual systems management and zone controllers, Commercial grade equipment, Cost for crane rentals, Air conditioning with mismatched condensing unit and evaporator coil per manufacturer specifications, Improper use of metering devices (i.e. thermal expansion valves).

### HEATING SYSTEM – PRIMARY GAS, OIL, OR ELECTRIC HEATER, HEAT PUMP OR BUILT IN WALL UNIT

(If Main source of heat to home not exceeding 5-ton capacity and designed for residential use).

- a. INCLUDED: All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home), including expansion tanks, air scoops, belts and pulleys, circuit boards, ECO safeties, fusible links, ignition controls – blower, main and pilot burners, pressure switch – relays, pressure reduction, barometric dampener, blower motor and circulators, fan and limit controls, gas valves, induced draft motors, lower water cutoff, pilots and thermocouples, regulator valves, transformers and spill switches, other than as specifically excluded in this Residential Service Contract.

- b. **EXCLUDED:** Baseboard casings, Oil storage tanks, Portable units, Solar heating systems, Fireplaces and key valves, Filters, Electronic air cleaners, Registers, Grills, Clocks, Timers, Heat lamps, Fuel Storage Tanks, Flues and Vents, Humidifiers, Commercial grade equipment, Outside or underground piping, Well pump and water source heat pump systems, Condensate Pumps, Electronic, computerized, and manual systems management and zone controllers, Systems with mismatched condensing unit and evaporative coil per manufacturer specifications, Improper use of metering devices (i.e. thermal expansion valves). We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment, Condensate pumps, Aftermarket inducer fan motors, Pellet Stoves, Cable heat, Wood stoves, Solar Heating and Components or the cost for crane rentals.

### **DUCTWORK**

- a. **INCLUDED:** Duct from air handler or heating unit to point of attachment at registers or grills, other than as specifically excluded in this Residential Service Contract.
- b. **EXCLUDED:** Registers and grills, Insulation, Asbestos-insulated ductwork, Flues, vents and breaching, Ductwork exposed to outside elements, Separation due to settlement and/or lack of support, Damper motors, Electronic, computerized, and manual systems management and zone controllers. Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment.

### **PLUMBING SYSTEMS**

- a. **INCLUDED:** Other than as specifically excluded in this Service Contract, leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots, Valves for shower, tub, and diverter angle stops, rinses and gate valves, Permanently installed interior sump pumps (used for storm water only), Built-in bathtub whirlpool motor and pump assemblies, Sump pumps, plumbing sewage ejector pumps, Plumbing stoppages include clearing of sink, bathtub, shower and toilet stoppages, Clearing of mainline drain and sewer stoppages through an accessible ground level or interior cleanout up to 100 feet from access point including accessible cleanout, P-Trap, drain, or overflow access points.
- b. **EXCLUDED:** Polybutylene piping, Hose Bibs, Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots, Fixtures, cartridges, shower heads & shower arms, Bathtubs and showers, Shower enclosures and base pans, Bath tub drain mechanisms, Sinks, Toilet tanks, bowls, lids, seats, wax ring seals and mechanisms (unless Toilets are specifically indicated as covered on the Confirmation Page, and then only replaced with builder's standard grade), Cabling or grouting, Whirlpool jets, Septic tanks, Water softeners, Pressure regulators, Inadequate or excessive water pressure, Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits, Holding or storage tanks, Saunas or steam rooms, basket strainers. Cost to locate or access cleanouts not found or inaccessible, or to install cleanouts, access through roof vents, stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation, stoppages due to roots or foreign objects, lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the home's main foundation.

### **ELECTRICAL SYSTEMS**

- a. **INCLUDED:** All components and parts, including built-in exhaust fans, other than as specifically excluded in this Service Contract.
- b. **EXCLUDED:** Fixtures, Carbon monoxide alarms, detectors or related systems, Smoke detectors, Intercoms and doorbell systems associated with Intercoms, Inadequate wiring capacity, Solar power systems and panels, Direct current (D.C.) wiring or components, Attic fans, Commercial grade equipment, Damages due to power failure or surge, over loads greater than the system's design, Circuit Overload, Solar Components, Energy Management Systems, Upgrades to lines in service.

**Access to Systems:** When covered repairs require access to ductwork, plumbing or electrical systems, We will only provide diagnosis, repair, sealing, or replacement through unobstructed walls, ceilings or floors (obstructions include but are not limited to floor coverings, appliances, systems and cabinets), and only restore openings to rough finish. If the ductwork, plumbing or electrical system needing repair is accessible only through concrete encased floor, wall, or ceiling, We will pay no more than the Access to Systems limit shown on the Confirmation Page per Contract Term for any access expense in total, including returning the access to rough finish, but will not cover any costs as a result of or determined by diagnostic testing.

## **Home Items Category**

### **Door Bells**

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.
- b. EXCLUDED: Door Bells associated with intercom systems or security systems.

### **Ceiling Fans**

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.

### **Instant Hot/Cold Water Dispensers**

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.

### **Built-In Exhaust Fans**

- a. INCLUDED: All components and parts including bathroom exhaust fans with or without heater, other than as specifically excluded in this Residential Service Contract.

### **Built-in Attic/Whole House Fans**

- a. INCLUDED: All components and parts, other than as specifically excluded in this Residential Service Contract.

### **Garage Door Openers**

- a. INCLUDED: Wiring, Motor, Switches, Receiver unit, Rail/Trolley Assembly, Hinges, Springs, Remote Transmitters.
- b. EXCLUDED: NOT COVERED: Door or door track assemblies.

### **IF YOU NEED TO FILE A CLAIM:**

**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the product is covered under this Residential Service Contract. In order for a Claim to be considered, We must be contacted for Claim approval as provided below in the SERVICE TYPE section based on Your plan. See the Confirmation Page “Contact Us” section to reach Us.**

### **CLAIM FEE:**

You may be required to pay a Claim Fee per Claim for covered services. The amount of any Claim Fee is shown on the Confirmation Page. We may collect the Claim Fee at the time We authorize services, or You may be required to pay the Claim Fee to the service technician, at Our sole discretion. If You have the Reimbursement Service Type, shown on the Confirmation Page, the Claim Fee will be deducted from the approved reimbursement amount according to coverage allowed.

### **SERVICE TYPE:**

In the event of a covered Claim this Contract provides for one of the following Service Types as indicated on the Confirmation Page. Only the Service Type shown on the Confirmation Page applies to Your contract and all requirements of the applicable Service Type must be fulfilled for claim approval.

1. **Repair – We will provide for labor and/or parts necessary to repair the Covered Product.** Parts used to repair the Covered Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the Covered Product. If We determine Your Covered Product cannot be repaired, We may, at Our sole discretion, (a) replace the Covered Product with a new or refurbished product having similar features, functionality, capacity and efficiency or (b) provide compensation in the form of a check, voucher or gift card, in an amount equal to the lesser of (i) the cost of a new or refurbished product having similar features, functionality, capacity and efficiency, or (ii) the Limit of Liability remaining for that Contract Term according to the Claim Limit of Liability section below.

Your Confirmation Page shows how to reach Us if You need to file a claim for repair. Have Your Contract Number available. If You need help, a customer service representative is available 24 hours a day, 7 days a week or visit us online at the website shown on Your Confirmation Page. Explain the problem Your Covered Product is experiencing. Provide Us any additional information and documentation We may need to validate the claim. We may perform a telephone diagnosis of the failure. We may also require you submit pictures as further documentation.

After confirmation of claim eligibility under Your Residential Service Contract, You will be instructed as to the procedures for obtaining repair service applicable to Your Covered Product. We will not pay for or reimburse You for repair services performed without Our prior approval.

After We confirm claim eligibility under Your Residential Service Contract We will arrange for Your Covered



Product to be serviced at Your location; during normal business hours, local time, Monday through Friday (except holidays), as long as You have provided the following:

- a. Easy accessibility to the Covered Product, as determined by Us or the authorized technician;
- b. A non-threatening and safe environment, as determined by Us or the authorized technician; and
- c. An adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Covered Product.

If We authorize service for a claim on Your Covered Product, and it is then determined by Our authorized service center/technician to be excluded under this Residential Service Contract, or results in a “no problem found” diagnosis, You may be responsible for all costs associated with the diagnosis and repair including shipping costs.

2. **Reimbursement – We will reimburse You for the cost of a covered repair or replacement when You sought and received service from Your own selected provider.** In order to be eligible for a reimbursed claim for repair or replacement of a Covered Product You must submit to us all necessary form(s) and valid detailed invoice(s) by the deadline indicated in the reimbursement paperwork. You are responsible to locate Your own licensed and insured service provider. Reimbursement for a replacement product will only be made if all requirements are fulfilled by You, and the Covered Product was determined to be unrepairable by the service provider. We will only reimburse the cost for a replacement product having similar features, functionality, capacity and efficiency of the Covered Product up to the Limit of Liability remaining for that Contract Term according to the Claim Limit of Liability section below.

Your Confirmation Page shows how to reach Us if You need to file a claim for reimbursement. Have Your Contract Number available. If you need help, a customer service representative is available 24 hours a day, 7 days a week or visit us online at the website shown on Your Confirmation Page.

Regardless of Service Type, We do not guarantee that any replacement product will be of the same color or brand as Your Covered Product. Technological advances may result in a replacement product with a lower selling price than the Covered Product, and no additional payment based on any replacement product cost difference will be provided.

**All Service Types described above are subject to the Claim Limit of Liability section below.**

**CLAIM LIMIT OF LIABILITY:**

The Claim Limit of Liability is the maximum amount We will pay during any Contract Term. The Claim Limit of Liability for a Covered Product or Covered Product Category is shown on the Confirmation Page. Should the sum of the amount paid for all claims for any individual Covered Product or Product Category reach the Claim Limit of Liability shown on the Confirmation Page in a Contract Term, no further coverage is provided for that Covered Product or Product Category for the remainder of that Contract Term. The contract is also subject to an Aggregate Claim Limit of Liability as shown on the Confirmation Page. Should the sum of the amount paid for all claims reach the Aggregate Claim Limit of Liability in a Contract Term, no further coverage is provided for any Covered Product for the remainder of that Contract Term.

**WHAT IS NOT COVERED (GENERAL EXCLUSIONS):**

**AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), SPECIFIC EXCLUSIONS RELATED TO EACH COVERED PRODUCT, (IF ANY) ARE INDICATED WITH THE PRODUCT. THIS SECTION PROVIDES EXCLUSIONS THAT APPLY TO ALL COVERED PRODUCTS. THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:**

- a. Any Claim submitted during any Waiting Period shown on the Confirmation Page;
- b. A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before the Contract Start Date;
- c. Any Claim for service to or replacement of the Covered Product under the Repair Service Type that We have not prior authorized;
- d. Failure or damage of non-operational components such as but not limited to: case or body housings and frames, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, handles, knobs, masks, racks, rollers or wheels, shelves, drawers, and cosmetic damage that does not impede the functionality of the Covered Product;
- e. Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;

- f. Initial delivery or installation costs associated with the purchase of Your Covered Product;
- g. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- h. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or Residential Service Contract;
- i. Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;
- j. Any work that cannot be performed in a safe manner at Our sole discretion;
- k. Correction or upgrade of the Product or System in order to comply with Federal, State, or Local Codes whenever no operational failure has occurred;
- l. Abuse (meaning, the intentional mistreatment of a Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to a Covered Product;
- m. Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Product;
- n. Warping, bending, animals, animal inhabitation or insect infestation;
- o. Operation outside the manufacturer operational or environmental specifications;
- p. Product upgrades;
- q. Damage to computer hardware, software, or data arising or resulting from causes including, but not limited to: viruses, programs or applications (whether malicious or otherwise), encryption (whether authorized or unauthorized), network drivers, source code, object code, proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- r. Unauthorized access, or modification of, any Covered Product or part or component thereof, including integrated computers and computer software, whether physically or remotely, by any third party, including, but not limited to, hacking, malicious software, or any modification or alteration to computer software outside of the manufacturer's original purpose;
- s. Any consumer replaceable items designed to be replaced over time during the life of a Covered Product; including, but not limited to: lamps, bulbs, housings, fuses, fluids, hoses, batteries, belts, connectors, filters, bags, lint screens, adaptors and remote controls sold separately;
- t. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- u. Periodic or preventative maintenance;
- v. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Product in a manner inconsistent with its design or manufacturer specifications;
- w. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by Us;
- x. Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.
- y. Any system; gas, electrical, plumbing lines; appliances or equipment that are shared between residences, buildings, multi-unit residences/buildings, or addresses.

**IN ADDITION TO THAT WHICH IS NOTED ABOVE, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED PRODUCT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS OR COMPONENTS.**

**TRANSFERABLE:** Coverage under this Residential Service Contract may be transferable as indicated on the Confirmation Page.

**CANCELLATION:**

You may cancel this Residential Service Contract at any time by informing Us of Your cancellation request.

**If You cancel this Residential Service Contract:**

1. Within 30 days of the Contract Start Date, You will receive a 100% refund of the Contract Fee paid minus any claims paid.
2. After 30 days from the Contract Start Date:
  - a. If You paid the full Contract Fee for the entire Contract Term, You will receive a refund equal to the pro-rata amount paid for the time remaining on Your current Contract Term, minus any claims paid in the current Contract Term,
  - b. If You are paying on a monthly basis, Your contract will run out through the end of the month paid and You will not be charged again; and You will not receive a refund.

If Your refund is not paid or credited within thirty (30) days after We receive Your cancellation request, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

**NOTICE:** If You cancel this Residential Service Contract during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Contract Fee. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

We may cancel this contract for:

1. Non-payment of the Contract Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Residential Service Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Residential Service Contract, You will receive a pro-rata refund based upon the same criteria as above.

**INSURED AGREEMENT:**

This is not an insurance policy; it is a Residential Service Contract. We have obtained a contractual liability insurance policy to insure Our performance under this Residential Service Contract. Should We fail to pay any approved Claim or fail to replace the Covered Product covered under this Residential Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Residential Service Contract, and We fail to refund any unearned portion of the Contract Fee, You are entitled to make a direct Claim against the Contract Insurer shown on the Confirmation Page.

**BINDING ARBITRATION AND CLASS ACTION WAIVER:**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Residential Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA's and arbitrator's fees and expenses. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.

## State Variations

### In Alabama:

- **To the extent that any term in “BINDING ARBITRATION AND CLASS ACTION WAIVER” section conflicts with any of the following, the following shall prevail and shall replace such term in “BINDING ARBITRATION AND CLASS ACTION WAIVER” section: The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Residential Service Contract and all transactions contemplated by this Residential Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Residential Service Contract. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**

### In Arizona:

- “CANCELLATION” section, 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, minus any paid claims and administrative expenses not to exceed ten percent (10%) of the gross amount You paid for this Plan. The notice of cancellation will include the reason and the effective date of cancellation.
- **“WHAT IS NOT COVERED (GENERAL EXCLUSIONS)”, 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.**
- **“WHAT IS NOT COVERED (GENERAL EXCLUSIONS)”, 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 Distributor.**
- **Arbitration does not preclude the consumer’s right to file a complaint with the Arizona Department of Insurance and Financial Institutions Consumer Affairs Division, (800) 325-2548.**

### In Georgia:

- “WHAT IS NOT COVERED (GENERAL EXCLUSIONS)”, is amended to include, pre-existing conditions, defects or deficiencies known by You before the Effective Date.
- “WHAT IS COVERED” 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.
- “CANCELLATION” section, 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.
- “CANCELLATION” section, 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 Plan price. **The notice of cancellation will include the reason and the effective date of cancellation.**
- “BINDING ARBITRATION AND CLASS ACTION WAIVER” section, is amended to add the following: “Nothing contained in the arbitration provision shall affect Your right to file a direct claim under the terms of this Residential Service Contract against the Contract Insurer shown on Your Confirmation Page, if applicable, pursuant to O.C.G.A. 33-7-6.”

### In Hawaii:

- Your right to cancel this contract and receive a full refund under “CANCELLATION” section of This Plan is not transferable and applies only to the original contract purchaser.

### In Nevada:

- **IF YOU NEED TO FILE A CLAIM**, 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.
- “CANCELLATION” section, is amended with the following: In the event of cancellation, You will receive a pro-rata refund of the Plan price.
- “CANCELLATION” section, 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.
- “CANCELLATION” section, 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. 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, or if You do not provide our repair technicians a safe work environment/condition to perform service. 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; however, upon fifteen (15) days' notice of such non-payment, Your Plan will be cancelled. The notice of cancellation will include the reason and the effective date of cancellation.

#### **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:**

- IF YOU NEED TO FILE A CLAIM, is amended as follows: 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. In the event an emergency repair is required outside of the normal business hours of the Administrator, You may engage Your own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made.
- IF YOU NEED TO FILE A CLAIM, 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.
- “WHAT IS NOT COVERED (GENERAL EXCLUSIONS)”, 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.
- “CANCELLATION” section, 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, contact 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 & Wyoming:**

- “CANCELLATION” section, 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, Georgia & Utah:**

- “CANCELLATION” section, 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 & Wyoming:**

- “CANCELLATION” section, 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.