

**REAL ESTATE CHANNEL SERVICE PLAN  
TERMS AND CONDITIONS**

Please read this **Service Plan** carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this **Service Plan**.

**A. DEFINITIONS:**

Throughout this document, “You” and “Your” refers to the Purchaser listed on the **Declaration of Coverage**. “We”, “Us”, “Our”, and “Obligor” refers to the Obligor listed on the **Declaration of Coverage**. In addition, when in bold certain words and phrases are defined as follows:

**Administrator** –the entity responsible for administering this **Service Plan** defined on **the Declaration of Coverage**.

**Authorized Service Provider** - a service provider authorized by to provide repair and/or replacement services for **Covered Products**.

**Buyer Home Coverage**– the coverage purchased by or on behalf of a home buyer.

**Coverage Benefit** - the maximum amount of coverage for a **Covered Product** under this **Service Plan** subject to the aggregate limit of liability.

**Covered Products** - the covered appliances and systems as set forth in Section C below that are located at Your property address as set forth on the Declaration of Coverage and that are owned by You.

**Coverage Summary** – the specific products and limit of liability for each covered under this **Service Plan**.

**Claim** - a request for repair or replacement services, of a **Covered Product** inside of a contractor trade category (e.g. plumbing, electrical, HVAC).

**Distributor/Reseller** – the party listed on the **Declaration of Coverage** responsible for the enrollment, billing, and sale of the **Service Plan**

**Declaration of Coverage** – the summary of the **Service Plan** purchased, inclusive of term, coverage periods and **Service Call Fee**.

**Failure** - a mechanical or electrical failure of the covered system, component, or appliance to perform its fundamental operation(s) in normal service as defined by the manufacturer.

**Monthly Payment Amount** – the amount paid to the Distributor for this Service Plan over a specific frequency of payments as listed on the Declaration of Coverage, if monthly payment is chosen.

**New Construction Coverage** – the coverage purchased by or on behalf of a home buyer for newly constructed homes with all new covered products

**Residential Property** – a non-rented, single-family residence, condominium, town house, modular home or manufactured home that has been anchored to a permanent foundation located at the specified address listed on the **Declaration of Coverage** covered by this **Service Plan**.

**Service Plan Purchase Price** - the amount paid to Distributor for this **Service Plan** as listed on the **Declaration of Coverage**.

**Seller Listing Home Coverage** - the coverage placed on the home for the period of time in which the home is listed for sale. Seller Listing Home Coverage is only available for purchase with Buyer Home Coverage.

**Service Plan** - this Real Estate Channel **Service Plan**, including the **Declaration of Coverage**, **Coverage Summary**, any state specific provisions, and applicable Addendums (if any).

**Service Plan Holder/You/Your** - the person who is listed on the **Declaration of Coverage**.

**Service Plan Term** - the period You are covered under this **Service Plan** and is listed on the **Declaration of Coverage**.

**Service Call Fee** - the fee, as listed on the **Declaration of Coverage**, that is due by You for each Service Call.

**B. COVERAGE PERIOD**

**Seller Listing Home Coverage:** Seller Listing Home Coverage will begin on the date that the **Distributor** receives and completes the processing of Your enrollment application. Seller Listing Home Coverage will end on the earlier of: (i) the Service Plan Expiration Date shown on the **Declaration of Coverage**, (ii) termination of the property sale listing or real estate sale listing contract with the real estate agent, or (iii) closing of the sale of the **Residential Property**.

**Buyer Home Coverage:** Buyer Home Coverage will begin on the closing date of the sale of the **Residential Property** if paid as part of the settlement of the closing, or on the payment date if not paid as part of the settlement of the closing but paid as permitted by the Payment Obligations Section below, and will continue for the term You selected as indicated on the Declaration of Coverage. There is no initial waiting period for You to request a Service Call.

**New Construction Coverage:** New Construction Coverage begins on the first anniversary of the close of sale and continues thru the expiration date listed on the Declaration of Coverage. Plan cost must be received by ARW within 30 days from the close of sale. All covered systems and appliances must be new at time of the close of sale and in proper, safe, working order at the time coverage begins.

#### **Payment Obligations:**

Seller or buyer may pay for the **Buyer Home Coverage** at the time of the closing of the sale of the **Residential Property** or within thirty (30) days from the closing of the sale of the **Residential Property**.

If You are filing a Claim subsequent to payment of the applicable coverage fees from escrow funds (from the closing of the property sale) but prior to **Distributor's** receipt of such fees, You may be required to provide proof of payment from escrow funds.

**Seller Listing Home Coverage** must be paid to **Distributor** on the earlier of: (i) termination of the property sale listing or real estate sale listing contract with the real estate agent, or (ii) closing of the sale of the **Residential Property**. The purchase of Buyer Home Coverage is a pre-requisite to the purchase of Seller Listing Home Coverage.

You are required to pay the **Service Plan Purchase Price** at the start of the **Service Plan** for the initial **Service Plan Term** as indicated on the **Declaration of Coverage**, unless We have offered You a payment plan allowing You to pay the **Service Plan Purchase Price** over a set frequency as defined on the **Declaration of Coverage** as the **Monthly Payment Amount**.

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 G. If you have not paid Your **Monthly Payment Amount** by its due date.

#### **C. WHAT YOUR SERVICE PLAN COVERS:**

The provisions of the **Service Plan** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown** of the **Covered Products** as defined on Your Coverage Summary.

The appliances or system must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, water line / sewer line / well pump / septic tank, and pool or spa equipment);
- 2) In good working order on the Effective Date of this contract;
- 3) Properly maintained and properly installed throughout the coverage period; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). This **Service Plan** does not cover costs for maintenance.

This **Service Plan** applies to **Covered Products** identified on Your **Coverage Summary** within one single-family residence, condominium, town house, modular home or manufactured home that has been anchored to a permanent foundation and not moved during the **Service Plan** Term. Coverage is for owned **Residential Property**, not rented as short-term rental (such as Airbnb or VRBO) or commercial property or premises used for business purposes. Seller Listing Home Coverage is only available to the above-referenced property that has an active property sale listing or real estate sale listing **Service Plan** with the real estate agent.

Subject to the terms and conditions of this **Service Plan** including the limitations of this Section C, in response to a Claim, We agree to dispatch an Authorized Service Provider(s) and pay the cost of parts and labor necessary to restore the **Covered Product** to normal operating condition as a result of a covered Failure. In the event that the **Covered Product** is unrepairable or cost of repair of a **Covered Product** is substantially equivalent to the cost of replacement of the **Covered Product**, at Our sole discretion We may (i) replace the **Covered Product** with a replacement product of similar features, capacity and efficiency, up to the Coverage Benefit or (ii) We may provide You with the replacement cost of an equivalent product with similar features, capacity, and efficiency, of the **Covered Product** up to the Coverage Benefit. We are not responsible for the cost of construction

or carpentry made necessary by different dimensions. **This plan does not match brand, color, dimensions, or special configurations.**

Refer to the **Declaration of Coverage** for the exact amount of Your **Service Call** Fee per Claim. In the event You have multiple **Covered Products** of the same type (falling within the same sections as set forth below), We will only cover the first **Covered Product** of each type reported by You, unless additional coverage is purchased.

**Coverage is subject to an aggregate limit of liability as provided on Your Declaration of Coverage. Total claims paid will not exceed the aggregate limit of liability**

1. **Central Air Conditioning System (includes Heat Pumps):** (Electric only) Coverage is available on residential centrally ducted cooling systems not exceeding a five (5) ton capacity. **COVERED:** Condenser, Coils, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, Refrigerant, Refrigerant Reclamation and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, line driers, portable units, registers, grills, clocks, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant line sets, belts, wiring, condensate pump, smart and/or Wi-Fi enabled thermostats, float/wet switch, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, zone controls, thermal expansion valve, mini-split systems, non-ducted wall units. Use of cranes or other lifting equipment to repair or replace units/system components. Costs associated with replacing non-failed parts to bring a system into compatibility (including conversion to R410a), modifications necessitated by the repair of existing equipment or the installation of new equipment, including, but not limited to, the required replacement of air handlers when replacing condensers, and condensers when replacing air handlers.
2. **Central Home Heating System:** (Centrally ducted Gas or Electric or Oil) **COVERED:** Gas Valve, Main Burner, Timer, Standard Thermostat, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, 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, smart and/or Wi-Fi enabled thermostats, 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. Use of cranes or other lifting equipment to repair or replace units/system components. Costs associated with replacing non-failed parts to bring a system into compatibility (including conversion to R410a), modifications necessitated by the repair of existing equipment or the installation of new equipment, including, but not limited to, the required replacement of air handlers when replacing condensers, and condensers when replacing air handlers.
3. **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 units and/or components, oil-fired water heaters, holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, vents, piping, insulation, T&P discharge lines, and units exceeding 75 gallons.
4. **Range/Oven/Cooktop:** **COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls, Heating Elements (will be replaced with builder's standards only), Internal Wiring. **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.
5. **Built-In Microwave:** **COVERED:** Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts. **NOT COVERED:** Countertop units, door glass, clocks, rotisseries, interior linings, or cosmetic issues such as scratches, dents or chipping.
6. **Refrigerator (including Icemaker):** **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers, Gaskets, Valves and Electronics Circuits. Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm **NOT COVERED:** Controls, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping, springs, hinges, liners, baskets, racks, rollers, handles, or shelves.
7. **Ice Maker:** **COVERED:** Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm. **NOT COVERED:** Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.
8. **Dishwasher:** **COVERED:** Heating Element, Pump, Thermostat, Thermal Fuse, Washer and Spray Arms, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Control Panel and Related Electrical Parts. **NOT COVERED:** Baskets, rollers, racks, or cosmetic issues such as scratches, dents or chipping.
9. **Kitchen Exhaust Fan/Range Hood:** **COVERED:** All internal related Electrical Parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards. **NOT COVERED:** Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents or chipping.

10. **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; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls; Wi-Fi enabled components; or failure caused by circuit overload.
11. **Plumbing System:** **COVERED:** All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, toilet tanks, bowls, and working mechanisms (replacement toilets will be white builder's standard), Faucets, Fixtures and Interior Hose Bibs. **NOT COVERED:** Stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bathtubs, sump or booster pumps, water softeners, saunas, steam rooms, bidets, gas lines, caulking or grouting, holding and pressure tanks, bathtub jet plumbing, laundry tubs, indoor or outdoor sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator. We are not responsible for any repair work which must be executed to access interior lines or pipes.
12. **Plumbing Stoppages:** **COVERED:** 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:** Stoppages caused by roots or foreign objects; 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.
13. **Clothes Washer:** **COVERED:** Water Level Switch, Water Inlet Valve, Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts. **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.
14. **Clothes Dryer:** **COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold, Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Drive Belt, Surface Limit Control, Motor, Bearings, Pulleys, Controls (replaced with builder's standard), Timer and Electrical Heating Element. **NOT COVERED:** Venting, knobs and dials, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.
15. **Humidifier:** **COVERED:** All Internal Electrical parts.
16. **Garage Door Opener:** **COVERED:** All Mechanical & Electrical Components including Chain, Belts, Door Arm, Trolley, Control Board, Motor, Gear Assembly, Springs, Tracks, Track Assembly and Sensors. **NOT COVERED:** Cables, handles, wheels, doors, hinges, remote transmitters, frequency interference, lights, Wi-Fi connectivity, or exterior mounted keypads.
17. **Pool & Spa:** **COVERED:** 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.
18. **Ductwork:** **COVERED:** Accessible Ductwork from Cooling and/or Heating Unit to Point of Attachment to Registers or Grills. **NOT COVERED:** Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork and/or intake (return vents); costs for inspections, diagnostic testing, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents; zone controllers and damper motors. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.
19. **Ceiling Fans:** **COVERED:** Ceiling Fan Motors and Controls (replaced with builder's standard). **NOT COVERED:** Wi-Fi or other remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.
20. **Garbage Disposal:** **COVERED:** All mechanical and electrical components and parts. **NOT COVERED:** Problems and/or jams caused by bones and foreign objects other than food.
21. **Well Pump:** **COVERED:** All components and parts of well pump utilized as a source of potable water to the home. **NOT COVERED:** Standard Exclusions, as defined below, plus above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing, well casings, pressure switches not located on the pump, holding, storage or pressure tanks, booster pumps, re-drilling of wells, and well pump and all well pump components for geothermal and/or water source heat pumps.
22. **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.

23. **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.
24. **Septic System: 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 Agreement 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 up to \$500 per Service Plan Term 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

**D. THE FOLLOWING ARE CONSIDERED STANDARD EXCLUSIONS:**

1. Any failure that affects the proper operation of a Covered Product caused by any of the following:
  - a. Negligence, misuse, improper service, accidental damage, abuse or use not intended by the express terms of the manufacturer's user manual and/or manufacturer's warranty.
  - b. Freezing, fire, wind, flood, lightning, ice, hail, snow, explosion, chemical, mold, mud, earthquake, soil movement, storm, pet damage, pest infestation or damage, vandalism, accident, inadequate fuel supply, or any other conditions that are not normal wear and tear.
  - c. Lack of capacity, adequacy, efficiency, design or improper installation of any system, component, or appliance.
  - d. Lack of routine maintenance and cleaning of covered items as specified by the manufacturer.
  - e. Missing parts, improper parts or refrigerants, or improperly installed parts or refrigerants, structural changes, or improper electrical power or electrical failure.
2. This Service Plan does not cover known pre-existing conditions, defects or deficiencies
3. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.
4. Issues with Covered Products discovered at time of inspection are not covered by this plan.
5. Breakdowns, failures or stoppages due to chemical or sedimentary build up (excluding water heater) or failure to clean or maintain as specified by the equipment manufacturer.
6. Any appliance or system deemed or classified by the manufacturer as commercial.
7. Upgrades, components, parts, equipment, costs of construction, carpentry, or other modifications required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to SEER standard, R-410A, and/or 7.7 HSPF or higher compliant, as well as any other efficiency required by federal, state, or local governments.
8. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, unless limited restoration coverage is included in Your Plan.
9. The repair of any other cosmetic defects, including cosmetic damage to a covered product (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede the functionality, or materially impair the use, of the covered product.
10. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.
11. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
12. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
13. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service contract; This Service Plan does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items or other replaceable or consumable items, such as filters.
14. Failures due to rust or corrosion within the first sixty (60) days from the date of initial purchase date.

15. Any service or repair associated with hazardous material treatment, removal, or disposal.
16. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
17. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
18. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
19. Services/Costs required to meet current building and zoning code requirements or to correct for code violations (unless coverage specifically purchased and stated on the Declaration of Coverage); services when permits cannot be obtained. We are not responsible for the costs to obtain permits (unless coverage specifically purchased and stated on the Declaration of Coverage).
20. Damage or failure caused by animals or insects, including infestation and human or animal bodily fluids.
21. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

#### E. TO OBTAIN SERVICE:

To request service, call toll-free number or go to the website of the **Administrator** listed on Your **Declaration of Coverage** 24 hours a day/ 7 days a week. Under normal circumstances, the company will initiate performance of services within 48 hours after Your request unless the call is for emergency service as provided for below. You may be required to provide a copy of the inspection report for service requested after the closing of the sale of the **Residential Property**.

1. Emergency service is available for the **Breakdown** of covered items or systems that affect the safe inhabitability of the home. We reserve the right to determine which repairs constitute an emergency. Emergencies include the **Breakdown** of Central Home Air Conditioning when outside temperatures exceed 90 degrees Fahrenheit and Central Home Heating when outside temperatures fall below 40 degrees Fahrenheit. We will make all reasonable effort to initiate meaningful service within 24 hours for emergency service calls. **For emergency service please call Administrator at the number listed on Your Declaration of Coverage.**
2. Notice of any **Breakdown** must be given to Us immediately upon discovery and must have occurred during the coverage period.
3. We will not pay for any services or parts provided without Our prior authorization.
4. You will be responsible to pay a **Service Call Fee** for each trade service request, if applicable. The **Service Call Fee** must be paid in advance of any service being scheduled and may be paid to the Administrator through a valid credit card or debit card. Please see Your **Declaration of Coverage** for Your **Service Call Fee** amount.
5. Prior to service being dispatched all required plan payment(s) must be collected and current.
  - a. If You request service during a time in which there are unpaid **Monthly Payment Amounts** of the **Service Plan Purchase 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 **Plan**, at Our sole discretion
6. Outstanding or unpaid **Service Call Fees** must be paid prior to new service requests being dispatched.
7. If work performed by Our service contractors under this **Service Plan** fails, We will make the additional necessary repairs for no additional **Service Call Fee** for a period of 30 days.
8. All covered repairs will be serviced by qualified contractors. If We cannot provide a contractor for You, We may approve You to use a contractor outside of Our network provided they can show proof of insurance and are fully licensed to perform such service and reimburse You for covered service. You will be required to provide details from the contractor in order to receive reimbursement. Under no circumstances will you be reimbursed for service that has not been previously authorized by Us.
9. After a contractor'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 service contractor directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.
10. Should You have any problems obtaining service, please call **Administrator at the number listed on Your Declaration of Coverage** for a Customer Service Representative.
11. We reserve the right to request copies of any covered product maintenance records or visual or mechanical tests that may have been performed by a home inspector or other licensed mechanical contractor.
12. After a contractor's diagnosis, if it is determined that the product failure was discovered during a home inspection, You are required to pay the service contractor directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.
13. You may be required to produce a copy of the product purchase receipt for new construction coverage in order to verify the product was new at the close of the sale.

#### F. LIMIT OF LIABILITY AND CONDITIONS:

1. **Our obligation to pay for the repair or replacement of covered appliances, systems or items will not exceed the Aggregate Claim Limit of Liability as listed on Your Declaration of Coverage per Service Plan Term. We will not pay more than the original purchase price for any appliance, system or item.**

2. We have the sole right to determine whether a covered item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system, or electronic equipment, We are responsible for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, special configurations (i.e. short vs tall water heaters; small space configurations, etc.) 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. We will use the following considerations when sourcing a replacement:
  - a. Appliances
    - i. Refrigeration/freezer – Cubic foot capacity; Door Dispenser, and Style (side by side, french door, etc.)
    - ii. Laundry – Gas/Electric; Front or top load; Capacity
    - iii. Cooking - Gas/Electric; # burners
    - iv. Water Heater – Gas/Electric; # gallons
  - b. HVAC – Seer and Tonnage; System type (i.e. Heat Pump, split system, etc.)
  - c. Plumbing Fixtures – equivalent current grade
3. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost.
4. All equipment covered by this **Service Plan** must be in good working condition as of the Effective Date of the plan and be reasonably clean and accessible at the time of service. **This Service Plan does not cover known pre-existing conditions, defects or deficiencies.**
5. We reserve the right to obtain a second opinion at Our expense.
6. We reserve the right to use qualified contractors, 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**.
7. 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**.
8. We are not a service contractor and are not ourselves undertaking to repair or replace any such systems or components.
9. 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 labor or parts covered under a manufacturer's warranty.
10. This **Service Plan** does not cover the cost of closing walls, floors, or ceilings.
11. If service is required, You agree to make the product reasonably accessible to the service contractor. If the product is not accessible, the service contractor 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.
12. **LAWS, CODES and REGULATIONS:** This **Agreement** 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.
13. **This Agreement is not a contract of insurance.** The obligations of the Obligor are secured by an insurance policy issued by 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, become insolvent or are otherwise financially impaired, You are entitled under state law to 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 **Agreement** when sending correspondence to the Insurer. The Insurer and Obligor shall not be deemed to provide coverage and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity 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.

#### G. CANCELLATION / REFUND:

1. As the purchaser of this **Service Plan**, You may cancel the **Service Plan** only by contacting the **Distributor** listed on Your **Declaration of Coverage**.
2. If the **Service Plan** is canceled within the first 30 days following the beginning of the **Service Plan** term:
  - a. if We have not provided any services, the customer will receive a full refund of all **Service Plan** fees paid;
  - b. if We have provided services and the amount of the service costs incurred by Us is less than the **Service Plan** fees paid, the customer will receive a refund of the **Service Plan** fees paid, less the service costs incurred by Us;
  - c. If We have provided services and the amount of the service costs incurred by Us is greater than the **Service Plan** fees paid, the customer shall pay Us the lesser of (i) the amount by which the service costs incurred by Us exceeds the contract fees paid; or (ii) the amount by which the annual rate listed on the **Service Plan** Declaration of Coverage page exceeds the **Service Plan** fees paid.
3. If the **Service Plan** is canceled after first 30 days following the beginning of the **Service Plan** term:
  - a. if Your **Service Plan Purchase Price** is paid in full and We have not provided any services, the customer will receive a pro rata refund of the **Service Plan** fees paid for the unexpired term;

- b. if You are paying monthly and We have not provided any services, Your **Service Plan** will run out through the end of the month paid and You will not be charged again; and You will not receive a refund
  - c. if We have provided services and the amount of the service costs incurred by Us is less than the **Service Plan** fees paid, the customer will receive a prorated refund of the **Service Plan** fees paid, less the service costs incurred by Us;
  - d. If We have provided services and the amount of the service costs incurred by Us is greater than the **Service Plan** fees paid, the customer shall pay Us the lesser of (i) the amount by which the service costs incurred by Us exceeds the contract fees paid; or (ii) the amount by which the annual rate listed on the **Service Plan** Declaration of Coverage page exceeds the **Service Plan** fees paid; and
  - e. Additionally, customer shall be responsible for an administrative fee of the lesser of (i) your Plan Fee for one month of coverage under this contract or (ii) such amount as is permitted by law.
4. **We reserve the right to cancel this Service Plan upon thirty (30) days written notice 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. However, in the event of customer fraud, material misrepresentation, or termination as a customer, cancellation may be immediate. In the event of cancellation for customer 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.
  5. If You cancel this **Service Plan** during a time in which there are unpaid **Service Plan 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.
  6. 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.
  7. Once this **Service Plan** is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another **Service Plan**.

#### H. RENEWAL:

At the end of the initial **Service Plan Term**, and any subsequent **Service Plan Term**, We may offer you continuing coverage under our then current terms and conditions and **Service Plan Fees**. If We elect to offer You continuing coverage, We will notify You of the **Service Plan Fee** and terms and conditions of the continuing coverage at least thirty (30) days prior to the end of the current **Service Plan Term**. Each **Service Plan Term** will be treated as a separate Agreement term, and you will be provided new **Declaration of Coverage, Coverage Summary, Coverage Amendments, and Service Plan Terms and Condition** 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 **Service Plan Term**, We will automatically renew Your **Service Plan** for the additional **Service Plan Term** and the **Service Plan Fee** will be due. 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 **Service Plan** will end at the end of the then current **Service Plan Term**, and We will have no further obligations to You.

#### I. TRANSFER:

**Seller Listing Home Coverage Service Plans** are not transferrable.

The **Buyers Coverage Service Plan** is transferable to a new owner of the existing address for a one-time \$39 transfer fee. This **Service Plan** is non-transferable to a new address and is only valid for the original residence.

#### J. INSURANCE:

This Plan is not a contract of insurance, but it is secured by an insurance policy provided by the Plan 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 Plan Insurer by contacting them at the address or phone number listed on the Declaration of Coverage. Please enclose a copy of Your Plan when sending correspondence.

#### K. STATE AMENDMENTS:

##### In Arizona:

- Section G CANCELLATION / REFUND, 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. 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 D 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.



- Section D 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 Dealer.

#### In Florida:

- The Obligor of the contract is Ironwood Warranty of Florida, License No. 48289. The administrator is American Protection Plans, LLC , 901 Yamato Road, Suite 100E, Boca Raton, FL 33431.
- Section G CANCELLATION / REFUND 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 Agreement 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 Agreement 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
- Section B COVERAGE PERIOD, Payment Obligations for Sellers Listing Coverage is replaced with the following: **PAYMENT OBLIGATIONS:** Florida law requires that the fees for Service Plans be payable upon the effective date of the Service Plan.

#### In Georgia:

- Section D EXCLUSIONS, is amended to include, pre-existing conditions, defects or deficiencies known by You before the Effective Date.
- Section D EXCLUSIONS 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 G CANCELLATION / REFUND, 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 G CANCELLATION / REFUND, 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 contract and receive a full refund under Section G CANCELLATION / REFUND is not transferable and applies only to the original contract purchaser.

#### In Nevada:

- Section E 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 G CANCELLATION / REFUND, is amended with the following: In the event of cancellation, You will receive a pro-rata refund of the Plan price.
- Section G CANCELLATION / REFUND, 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 G CANCELLATION / REFUND, 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, 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 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 D EXCLUSIONS, 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 Agreement.

**In Oregon:**

- The Oregon Construction Contractors Board license number for Ironwood Warranty, LLC is 234541.
- Section III TO OBTAIN SERVICE, Section 1 is amended to include the following: In the event You have an emergency situation and are unable to reach Us, You may proceed with repairs. We will reimburse you in accordance with the Plan provisions.

**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 E 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 E 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 D EXCLUSIONS, Section 2. 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 G CANCELLATION / REFUND, 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:**

- Section G CANCELLATION / REFUND, 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 G CANCELLATION / REFUND, 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 G CANCELLATION / REFUND, 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.

