

Terms and Conditions

These Terms and Conditions are a legal contract that describes the terms and conditions of Your service plan. These Terms and Conditions, together with Your Declaration of Coverage, Coverage Summary, and any state-specific amendments, constitutes the entire agreement between You and Us (“Agreement”). No other written or oral modifications are valid.

I. DEFINITIONS:

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

1. “Named Administrator” shall mean OnPoint Warranty Solutions, LLC located at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223.
2. Throughout this document, “You” and “Your” refers to the purchaser listed on the **Declaration of Coverage**.
3. “We,” “Us,” “Our,” and “OnPoint” refers to the obligor of the contract, who shall be OnPoint Warranty Solutions, LLC located at 9900 Corporate Campus Drive, Suite 2050 Louisville, KY 40223, unless otherwise indicated in the state specific language.

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

1. “Authorized Repair Technician” means the service provider We assign in response to request for Service (“Service Request”).
2. “Breakdown” means a mechanical or electrical failure of the covered system, component, or appliance under Your Service Plan to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
3. “Coverage Period” means the length of time the covered items are eligible for claims
4. “Contract Fee” shall mean the monthly, quarterly, or annual amount stated on the **Declaration of Coverage** which You pay as consideration for this **Agreement**.
5. “Contract Purchase Date” means the date that You purchased Your Service Plan. The Purchase Date is stated on Your Declaration of Coverage.
6. “Covered Items” means: (i) systems and components as specifically described herein as “Included” and that are located inside the confines of the Covered Property dwelling or garage (well or septic pumps, air conditioners, or pools/spas located at, but not necessarily inside, the Covered Property dwelling or garage are Covered Items); (ii) **are in proper working order on the Contract Purchase Date**; and (iii) become inoperative due to normal wear and tear, including breakdowns due to insufficient maintenance if, at the time of the issue or breakdown, was unknown. Commercial-Grade Equipment and/or non-essential Components are not Covered Items.
7. “Covered Property” means the location indicated on the **Declaration of Coverage**.
8. “Coverage Summary” means the document attached to this agreement that provides coverage information regarding the Service Plans.
9. “Declaration of Coverage” means the letter attached to this Agreement that lists Your Covered Property and purchased Service Plan(s).
10. “External Gas Line” means the section of the exterior, natural gas line that You own and that is the most direct line from the curb box to the inlet valve of the meter supporting Your Dwelling, including the gas supply line between the meter outlet and the foundation’s exterior. **Note: If You suspect a natural gas leak, please leave the area and call Your gas company or 911 immediately. The designated emergency response team in Your area will shut off the gas to Your**

home and mark off the spot of the leak, if any. You may request service after the emergency response is completed.

11. “External Sewer Line” means the section of the private lateral sewer service line You own that collects and conveys household sewage from Your Dwelling. This Agreement covers the portion of Your External Sewer Line that is the most direct line between the main sewer line and Your Dwelling that You are responsible for, as specified by Your city or municipality.
12. “External Water Line” means the section of the water supply line You own that runs from Your water supply company to Your Dwelling’s water meter.
13. “Initial Term” has the meaning set forth in Section II(A) of this Agreement.
14. “Limit(s) of Liability” means the total amount by covered item and/or contract in whole that will be paid out in claims per defined period of time.
15. “Residential Property” means occupied single-family homes, townhomes, condominiums, multi-family properties (such as duplex or triplex), and mobile homes attached to a permanent foundation. Residential Property does not include any property listed on a historical register and any property used, in whole or in part, for business purposes, including daycares, group-homes, rest-homes, churches, schools, and sororities and fraternities.
16. “Renewal Term” **has the meaning set forth in Section II(B) of this Agreement.**
17. “Service” or “Services” means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with the provisions set forth in this Agreement.
18. “Service Plan” (or “Plan”) means the service plan You have selected and is shown on the Declaration of Coverage and governed as set forth under this Agreement.
19. “Service Plan Effective Date” means the date that You become eligible for all coverage under Your Service Plan. The Service Plan Effective Date is set forth in Your Declaration of Coverage.
20. “Trade Service Fee” means an amount due by You for a Service visit by an Authorized Repair Technician as listed on the Declaration of Coverage.
21. “Wait Periods” means the 30-Day Wait Period and the One-Year Wait Period defined in Sections II (C) and (D).

II. COVERAGE PERIOD:

- A. This Agreement commences on the Service Plan Effective Date and remains in effect for an initial term of one (1) year for Annual Term; ninety (90) days for Quarterly Term; or thirty (30) days for Monthly Term, depending on the term you have chosen (“Initial Term”). Your initial payment on the Contract Purchase Date includes a thirty (30) day wait period before You are eligible for coverage under Your Service Plan. Your coverage begins on the Service Plan Effective Date, as indicated on Your Declaration of Coverage.
- B. **THIS AGREEMENT AUTOMATICALLY RENEWS AT THE END OF THE INITIAL TERM FOR THE SAME TERM AS THE INITIAL TERM (each, a “Renewal Term”), UNLESS CANCELLED BY YOU OR NON-RENEWED BY US PURSUANT TO THE TERMS OF THIS AGREEMENT. THE AUTOMATIC RENEWAL PROVISION OF THIS AGREEMENT MAY BE CANCELLED BY CONTACTING THE NAMED ADMINISTRATOR AT 9900 CORPORATE CAMPUS DRIVE, SUITE 2050 LOUISVILLE, KY 40223.**
- C. If You have purchased a Whole Home Warranty, Home Essentials, Appliance Only, Utility Bundle, or Pool and Spa Plan, Your initial payment on the Contract Purchase Date includes a thirty (30) day wait period before You are covered under Your Service Plan (“30-Day Wait Period”). Your initial annual term provides eleven (11) months of coverage from the Service Plan Effective Date. **All annual renewal terms thereafter will include twelve (12) months of coverage.** Your initial quarterly term provides two (2) months of coverage from the Service Plan Effective Date. **All quarterly renewal terms thereafter will include three (3) months of coverage.** All monthly terms will begin upon payment of the monthly Agreement Price on the Service

Plan Effective Date. After the Service Plan Effective Date, coverage will continue as long as all payments are made as scheduled.

- D. During the Coverage Period, We will arrange for an Authorized Repair Technician to service, repair or replace covered items, due to a **Breakdown**. This **Agreement** provides coverage only for the plan You have selected, as indicated on Your **Declaration of Coverage**, and for those items specifically listed as being covered on **Coverage Summary**. No other coverage will be provided and coverage is subject to limitations and conditions specified in this **Agreement**.
- E. Plans may be selected for monthly, quarterly or annual terms and paid for accordingly. **All plans automatically renew unless canceled by You or Non-renewed by Us.**
- F. The Wait Periods do not apply to any Renewal Terms under this Agreement.

III. **TO OBTAIN SERVICE:**

To request service, please contact the Named Administrator by calling toll-free at 833-349-4669 or 833-FIX-HOMZ. 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.

- A. 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 the Named Administrator at 833-349-4669 or 833-FIX-HOMZ.**
- B. Notice of any **Breakdown** must be given to Us immediately upon discovery and must have occurred during the Coverage Period.
- C. We will not pay for any services or parts provided without Our prior authorization.
- D. You will be responsible to pay a Trade Service Fee for each Service request, if applicable. The Trade Service 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 Trade Service Fee amount.
- E. Prior to service being dispatched, all required plan payment(s) must be collected and current.
- F. Outstanding or unpaid service trade fees must be paid prior to new Service requests being dispatched.
- G. If work performed by Our Authorized Repair Technician under this **Agreement** fails, We will make the additional necessary repairs for no additional Trade Service Fee for a period of 30 days.
- H. All covered repairs will be serviced by Authorized Repair Technicians. If We cannot provide an Authorized Repair Technician for You, We may approve the use of a service provider outside of Our network, provided they can show proof of insurance and are fully licensed to perform such service.
- I. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this **Agreement** does not apply, or no **Breakdown** is discovered, You are required to pay the authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.
- J. Should You have any problems obtaining service, please contact the Named Administrator by calling 833-349-4669 or 833-FIX-HOMZ for a Customer Service Representative.

IV. **WHAT YOUR AGREEMENT COVERS:**

The provisions of this **Agreement** provide for the service, repair or replacement of the covered parts and labor due to a **Breakdown**. This Section discusses included coverage for the **Covered Property**. Your

coverage depends upon the **Plan** You selected and any optional coverages You purchased. Your selected **Plan** is listed in the **Coverage Selection** section of Your **Declaration of Coverage letter**. The specific product coverages included in that Plan are listed on the **Coverage Summary** included with Your **Declaration of Coverage letter**. It is important to review any Limits of Liability.

The appliances or system must be:

- 1) Located within the confines of the main foundation of the home or garage (with the exception of the exterior air conditioner and utility lines and pool or spa equipment);
- 2) In good working order on the Effective Date of this contract;
- 3) Properly maintained and 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 **Agreement** does not cover costs for maintenance.

This **Agreement** only covers Residential Properties including single family homes, townhomes, condominiums, multi-family properties (duplex, triplex, etc.), or mobile homes attached to a permanent foundation. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, daycare, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this **Agreement** will not be covered. Coverage is for occupied residences only.

Plans and Pricing can be found at: www.Homease.com

Homeowner's Coverage:

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

- A. **Heating and Cooling:** We will cover up to \$1500 per system under 10 years of age per 12-month period and \$1,000 per system over 10 years of age per 12 month period, unless specifically stated otherwise. The limits include any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
 - 1. **Central Air Conditioning System (includes Heat Pumps):** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motors, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits. **NOT COVERED:** Gas air conditioning systems, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, condensate pump, thermostat, 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, wall units not ducted when designed to be ducted by the original manufacturer.
 - 2. **Central Home Heating System:** (Gas or Electric or Oil) **COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water

Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, Expansion Tank and Heat Coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat. **NOT COVERED:** Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, condensate pump, thermostat, 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.

NOTE: For Central Air Conditioning Systems or Central Home Heating Systems over 10 years old, the 12-month limit of liability is \$1,000. If the repair is over \$600 or parts are not available to repair the equipment, a replacement allowance of up to \$600 will be paid to the customer less any paid repair costs. This allowance will increase by \$50 for each full year the customer has been in the program up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required in the form of a purchase receipt.

B. **Water Heater and Plumbing:** We will cover up to \$1,000 per appliance or system per 12-month period listed below that is under 10 years of age and \$600 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.

1. **Water Heater:** (Gas or Electric or Tankless) **COVERED:** Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element. **NOT COVERED:** Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.
2. **Plumbing System:** **COVERED:** All Interior Plumbing including Angle Stops, Risers, Waste Vents, P-Traps Assemblies, and Interior Hose Bibs. **NOT COVERED:** Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, well pumps, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, 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.
3. **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; 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.

NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$600. If the repair is over \$600 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

C. **Humidifier and Interior Electrical Systems:** We will cover up to \$800 per appliance or system per 12-month period listed below that is under 10 years of age and \$500 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation.

Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.

1. **Humidifier:** **COVERED:** All Internal Electrical parts.
2. **Interior Electrical System:** **COVERED:** All Interior AC Wiring including Receptacles, Switches, Fuses, Single and Two Pole Breakers. **NOT COVERED:** Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$500. If the repair is over \$500 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

D. **Home Appliances:** We will cover up to \$1,500 per appliance or system per 12-month period listed below that is under 10 years of age and \$700 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.

1. **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.
2. **Refrigerator:** **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. **NOT COVERED:** ice makers and controls, food spoilage, media centers, or cosmetic issues such as scratches, dents or chipping.
3. **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.
4. **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.
5. **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.
6. **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.**

NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$700. If the repair is over \$700 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

- E. **Fans, Garage Doors, and Garbage Disposal:** We will cover up to \$800 per appliance or system per 12-month period listed below that is under 10 years of age and \$500 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **Kitchen Exhaust Fan:** 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.**
 2. **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.**
 3. **Ceiling Fans:** COVERED: Ceiling Fan Motors and Controls (replaced with builder's standard). **NOT COVERED: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.**
 4. **Garage Door Opener:** COVERED: All Mechanical & Electrical Components including Chain, Belts, Door Arm, Trolley, Control Board, Motor, Gear Assembly and Sensors. **NOT COVERED: Cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted keypads.**

NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$500. If the repair is over \$500 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

- F. **Microwaves and Ductwork:** We will cover up to \$1,000 per appliance or system per 12-month period listed below that is under 10 years of age and \$750 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **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.**
 2. **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; diagnostic testing of, 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. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.**

NOTE: For appliances and systems over 10 years old, the 12-month limit of liability is \$750. If the repair is over \$750 or parts are not available to repair the equipment, a replacement allowance equal to the total limit of liability less any paid repair costs will be paid to the customer.

- G. **Pool and Spa:** We will cover up to \$1,500 per appliance or system per 12-month period listed below that is under 10 years of age and \$700 per appliance or system per 12-month period listed below that is over 10 years of age. The limit includes any costs for access, diagnosis, repair/replacement and installation. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **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.**
- H. **Utility Systems:** We will cover up to \$2,500 per 12-month period from the Service Plan Effective Date for each system listed below. Please review Your Declaration of Coverage and the Coverage Summary to determine if these coverages are applicable to the Plan You have selected.
1. **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.**
 2. **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.**
 3. **External Gas Line:** COVERED: All parts, material, and labor to repair or replace a Breakdown to Your External Gas Line. The determination of whether, and with what, to repair, re-line, or replace Your External Gas Line is at Our sole discretion. Coverage also includes excavation, paving, loaming, and seeding of the lawn as required in the area of the repair or replacement. Any sod, shrubbery, landscaping, flowerbeds, trees, or mulch that must be moved in order to repair a gas leak or perform other work will be replaced with grass seed. **NOT COVERED: Repair or replacement of any appliance, appliance**

connectors, burner tips, or fixtures, including fireplaces, fire logs and fire pits, utility meters, concrete-encased lines, failures caused by tree roots, private gas lines or gas lines not supplied by a utility, movement or replacement of the meter, any connections to or extensions from the External Gas Line, such as gas lines to grills, lights, and pool heaters, high pressure gas lines with a pressure rating of 60 psi or greater, internal gas connections or equipment.

V. LIMIT OF LIABILITY AND CONDITIONS:

1. Our obligation to pay for the repair or replacement of covered appliances, systems or items will not exceed \$5,000 per 12-month period. 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, 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.
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 Agreement must be in good working condition as of the Service Plan Effective Date of the plan and be reasonably clean and accessible at the time of service. This Agreement does not cover 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 a qualified Authorized Repair Technician, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Agreement.
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 Agreement.
8. We are not a service provider 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 Agreement, this Agreement will pay in excess of and not contribute with other insurance, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.
10. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.
11. We are NOT responsible for:
 - A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.

- B. Breakdowns, failures or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
- C. Missing parts or structural changes.
- D. Any appliance or system deemed or classified by the manufacturer as commercial.
- E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or 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.
- G. 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.
- H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.
 - I. Breakdowns caused by any of the following:
 - a. Negligence, misuse, abuse, or use not intended by the manufacturer; improper service or maintenance by an Authorized Repair Technician;
 - b. Additions to existing systems or loads in greater quantities or capacities than the original designs; gradual reduction in performance due to wear and tear where no failure or Breakdown has occurred;
 - c. Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, chemical, sedimentary or mineral build-up, mold, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, accident, or conditions that do not arise from or relate to the normal use of the system.
 - J. External Water Lines, External Sewer Lines, and External Gas Lines that run under a body of water, including streams, ponds, brooks, lakes, or wetlands or which You do not have a valid right-of-access.
 - K. Any costs associated with a repair visit if it is determined that coverage under this Agreement does not apply or no covered Breakdown is discovered. In such case, You must pay the cost of the entire repair visit (including any costs associated with gaining access to equipment).
 - L. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Contract Purchase Date. Failures due to rust or corrosion for residents of Florida are only excluded in the event that the rust or corrosion contributed to the failure.
 - M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
 - N. 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.
 - O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
 - P. Failure to provide service due to conditions beyond Our control, including but not limited to delays in obtaining parts or equipment or labor difficulties.
 - Q. Repair, replacement, or unblocking of sump pumps, vacuum drainage systems, septic systems, swimming pools, spas, sprinkler systems, water tanks, water heaters, radiators, toilet bowls, water softeners, waste disposal units, sinks, motors, decorative features (such as ponds and fountains and any associated equipment).
 - R. Repairs, re-lines, or replacements performed without Our prior authorization or arising from manufacturer's recalls, defects, or class action suits.

- S. Any costs associated with the treatment, removal, recovery, disposal, transport, or storage of any known or suspected toxic or hazardous substance/material; any repairs where there is environmental contamination or where such repairs would cause contamination.
 - T. Any repairs, re-lines, or replacements where cabinetry prohibits necessary repairs to components of any covered item.
 - U. Residential property that is used for commercial, business, or care purposes, including but not limited to daycare centers, fraternity and sorority houses, nursing homes, and special care homes and facilities.
 - V. Repairs, re-lines, or replacements to covered items or systems located at vacant property (including vacation property) if all utilities were not in service throughout the Coverage Period and for ninety (90) days preceding the Coverage Period.
 - W. Permit costs.
 - X. External Water Lines, External Sewer Lines, or External Gas Lines over 300 feet or any External Water Line that has a diameter greater than 2", any External Sewer Line that has a diameter greater than 6", and any External Gas Line with a diameter between ½" and 1 ¼".
 - Y. Coverage on multiple-unit dwellings, where the agreement holder does not have sole ownership and maintenance responsibility.
 - Z. Properties greater than 12,000 sq. ft. are not eligible for coverage.
12. **ACCESSIBILITY OF PRODUCT:** If service is required, You agree to make the product reasonably accessible to the Authorized Repair Technician. If the product is not accessible, the Authorized Repair Technician will have the option of declining to provide service or assessing You an additional charge for making the product accessible, commensurate with the difficulty in working on the product.
13. **FEES and CHARGES:**
- A. If plan payment is not collected on a scheduled payment date (i.e. every 30, 90 or 365 days), service under this Agreement may be denied until payment is received. Accounts delinquent more than ten (10) days may be cancelled as provided in the cancellation section VIII.
 - B. The price of this Agreement and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment will be given to You in writing at least thirty (30) days prior to implementation. You may terminate the Agreement giving written notice prior to the Service Plan Effective Date of increase.
14. **TRANSFERABILITY:** This Agreement is transferable to a new owner of the existing address for a one-time \$39 transfer fee. This Agreement is non-transferable to a new address and is only valid for the original residence.
15. **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.
16. This Agreement is not a contract of insurance.

VI. CANCELLATION, NONRENEWAL, AND MODIFICATION OF THE AGREEMENT:

- 1. You may cancel the Agreement only by contacting Us or the Named Administrator in writing at 9900 Corporate Campus Drive, Suite

2050 Louisville, KY 40223. Cancellation becomes effective at the end of the current month of coverage.

- 2. In the event of cancellation on an annual paid contract after thirty (30) days, a pro-rata refund minus any paid claims, will be issued for the unexpired term.
- 3. In the event of cancellation of a quarterly or annual payment plan, a pro-rata refund, recalculated at the higher posted monthly rate, minus any paid claims, will be issued for the unexpired term.
- 4. In the event You Cancel a monthly plan after thirty (30) days of the Contract Purchase Date, Your monthly billing will be cancelled and Your plan will continue until the paid through date expires.
- 5. **We reserve the right to cancel this Agreement upon thirty (30) days written notice.** However, in the event of customer fraud, material misrepresentation, failure to pay, 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 Service Plan Effective Date of cancellation.
- 6. Once this Agreement is cancelled, You will be subject to a thirty (30) day waiting period if You wish to purchase another Agreement.
- 7. This Agreement is renewable at Our option. If We choose to renew Your Agreement, You will be offered the terms, conditions and rates that are currently in effect in Your state and as indicated on Your Declaration Page.
- 8. **We reserve the right to update or modify the Terms and Conditions of this Agreement upon thirty (30) days written notice.**

VII. Resolution of Disputes

- 1. **This provision constitutes an agreement to resolve any disputes, claims or controversies under this Agreement through good faith negotiation.** Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
- 2. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. **WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.**
- 3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.**
- 4. Unless otherwise required by the laws of the state where the Covered Property is located, this Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law.
- 5. Any legal or judicial proceeding commenced by or on behalf of You under this Agreement (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued through the courts, through arbitration, or through any other judicial forum) are not permitted. **BY ENTERING INTO THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US IN YOUR INDIVIDUAL CAPACITY AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**
- 6. Any failure by Us to assert a right or enforce a requirement under this Agreement shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

STATE SPECIFIC CANCELLATION PROVISIONS AND NOTICES

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

Colorado Residents - Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title 6, C.S.R., and a party to such an Agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Kentucky Residents – You are entitled to make a direct claim against the surety insurer if We fail to pay any covered claim within 60 days after the claim has been filed. The Surety Insurer is Arch Insurance Company, who can be contacted at Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107.

Louisiana Residents – In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement. If You have not received any Service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days after the cancellation of this Agreement. If this Agreement is cancelled by Us, We shall mail a written notice to You at the last known address at least 15 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, material misrepresentation or substantial breach of duties by You.

Maryland Residents – This Agreement is extended automatically if We fail to perform the services under the Agreement and will not terminate until the services are provided in accordance with the terms of the Agreement.

Michigan Residents - If performance of this Agreement is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Agreement will be extended for the period of the applicable strike or work stoppage.