

## HOME PROTECTION SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc. • P.O. Box 1189 • Bedford, TX 76095 • 1-888-255-3762

FOR FAST CLAIM SERVICE VISIT: [www.MyProtectionPlan360.com/amtprotect](http://www.MyProtectionPlan360.com/amtprotect)

**CONGRATULATIONS!** Thank You for Your recent purchase of this Home Protection Service Contract (the “**Service Contract**”, “**Contract**”). We hope You enjoy the added comfort and protection this Contract provides. Please keep this document along with Your Contract Registration Page as You will need them to verify Your coverage at the time of Claim. This information will serve as a valuable reference guide and will help You determine what is covered by this Contract. From date of purchase, the Administrator will assist You in understanding Your Contract benefits.

### DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning:

- **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party or parties obligated to provide service under this Contract as the home service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038; EXCEPT AS OTHERWISE SPECIFIED IN THE “SPECIAL STATE REQUIREMENTS” SECTION.
- **“Administrator”**: the entity responsible for administrating benefits to You in accordance with the terms and conditions of this Contract, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095; EXCEPT AS OTHERWISE SPECIFIED IN THE “SPECIAL STATE REQUIREMENTS” SECTION.
- **“Seller”**: the merchant authorized by Us to sell this Contract to You.
- **“You”, “Your”, “Contract Holder”**: the purchaser of this Contract who is to receive the coverage provided hereunder.
- **“Service Contract Fee”**: means the payment amount required from the Contract Holder for coverage to remain effective under this Contract, as stated on the Contract Registration Page (excludes any applicable taxes and/or fees).
- **“Contract Registration Page”**: the document (paper or e-mail) provided to You as proof of Your Service Contract purchase that confirms the Term, deductible, coverage plan and Contract purchase date.
- **“Plan”**: the COVERAGE PLAN OPTION(S) You have purchased, as shown on Your Contract Registration Page.
- **“Waiting Period”**: the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Contract.
- **“Claim”**: a demand for payment in accordance with this Contract sent by You to Us.
- **“Deductible”**: the amount You are required to pay, per Claim, prior to receiving covered services under this Contract (if any), as more fully described in the DEDUCTIBLE section of this Contract.
- **“Term”**: the period of time in which the provisions of this Contract are valid, as indicated on Your Contract Registration Page.
- **“Covered Items”**: those appliances, residential systems or equipment located in the covered residence that are: (1) specifically listed as “Covered Items” under the COVERAGE section of this Contract; and (2) are fully operational and not damaged as of Your Contract purchase date. Covered Items are deemed to be fully operational if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer’s original design intention, and did not pose any hazard to life or property. NOTICE: the Administrator may require the submission of photographs of the item, as well as written confirmation from You, that it is fully operational and not currently damaged.
- **“Failure”**: the mechanical or electrical breakdown of Your Covered Items caused by defects in materials or workmanship or normal wear and tear, resulting in the Covered Item becoming inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein.

### PROPERTIES ELIGIBLE FOR COVERAGE

This Contract covers a single family residence; including a condominium, townhouse, or villa used solely for residential purposes, up to 5,000 square feet. ADDITIONALLY:

- Notwithstanding the exclusion of “group homes”, this Contract provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A).
- Whether or not this Contract covers a condominium unit, mobile home, manufactured home, or multi-family property (duplex), any repairs and/or replacements are limited to the items solely used by and located and serviceable within such single unit, unless otherwise specified in the terms and conditions of this Contract.
- Mobile Homes constructed within ten (10) years of the effective date of this Contract are eligible for coverage, provided they are permanently secured to the ground and, You own the land on which the mobile home is located. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for coverage.
- In order to be eligible for coverage under this Contract, Covered Items (as defined) must be designed and/or designated by the manufacturer solely for installation and use in a residential single family dwelling and NOT for commercial, business, enterprise or education institutional use; and not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as described herein.

### PROPERTIES INELIGIBLE (NOT COVERED):

1. MULTI-FAMILY RESIDENTIAL INCOME PROPERTY OF MORE THAN TWO-UNITS OR FOR RESIDENCES ABOVE 5,000 SQUARE FEET.
2. ANY DWELLING USED IN WHOLE OR IN PART FOR COMMERCIAL PURPOSES SUCH AS, BUT NOT LIMITED TO, A DAY CARE FACILITY, A GROUP HOME (5 OR MORE UNRELATED INDIVIDUALS COHABITING IN SAME HOUSEHOLD) OR FRATERNITY-TYPE HOUSE, “BED AND BREAKFAST”, CHURCH OR SCHOOL.
3. HOMES LISTED OR REGISTERED IN ANY HISTORICAL REGISTER, INCLUDING WITHOUT LIMITATION THE NATIONAL REGISTER OF HISTORICAL PLACES.
4. COMMON AREA ITEMS SHARED BY NON-WARRANTED UNITS.

### CONSUMER NOTICE

Certain items and events are not covered by this Contract. Please refer to the “**NOT COVERED**” sections beginning on page 2 of this Contract document, as applicable to Your purchased Plan and **OPTIONAL COVERAGE UPGRADES (if any)**, and the general exclusions on page 6 under “**WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**”.

### YOUR RESPONSIBILITIES

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

**MAINTENANCE AND INSPECTIONS:** You are responsible for performing all routine maintenance and cleaning for all Covered Items and systems as specified and recommended by the manufacturer. You are also responsible for providing all routine maintenance for all areas in a covered property around Covered Items and/or systems to ensure that these items and/or systems are able to function properly as specified by the manufacturer.

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## CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

THERE IS A 30-DAY WAITING PERIOD FOR ALL COVERED ITEMS THAT BEGIN ON YOUR CONTRACT PURCHASE DATE. DURING THIS PERIOD, NO CLAIMS WILL BE CONSIDERED.

**Coverage for a Failure** (as defined) begins upon expiration of a 30-day Waiting Period, or expiration of the shortest portion of the manufacturer's original parts and/or labor warranty of the Covered Item – whichever is later – and continues for the remainder of Your Term shown on Your Contract Registration Page.

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## MONTHLY BILLING (if elected and applicable to You)

When paying Your Service Contract Fee on a monthly basis, coverage begins on the Effective Date and continues each new month as long as Your monthly Service Contract fee is paid on time (subject to the "CANCELLATION" provision). If You submit a Claim during a time in which there are unpaid Service Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Contract (at Our sole discretion).

NOTICE: Your monthly Service Contract Fee is subject to change. In the event of change, You will receive written notice at Your current address in Our file (email or physical address as necessary) at least thirty (30) days prior to implementation. You then have the option to either: (a) pay the new monthly amount when due and have coverage continue; or (b) cancel Your coverage by notifying Us as outlined in the "CANCELLATION" provision.

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## COVERAGE – IN GENERAL

This Contract provides coverage only for the coverage plan(s) purchased by You as stated on Your Contract Registration Page and the corresponding Covered Items specifically listed below as being covered. This Contract defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions stated herein. *NOTICE: The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration purposes only. They do not limit Our right to decline coverage for items not on the list and should not be any way be deemed an expansion of items specified as Covered.*

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR DEVICE MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR DEVICE. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Covered Item, and no refunds will be made based on the replacement product cost difference. Any and all parts or units replaced under this Contract become Our property in their entirety. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of a replacement product.

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## DESCRIPTION OF COVERED ITEMS – COVERAGE PLAN OPTIONS

1. **APPLIANCE COVERAGE PLAN:** There is no limit to the number of Claims that can be filed during the Term of the Plan; only a maximum amount in which We will pay. **LIMIT OF LIABILITY:** For any single covered Claim, the maximum amount that We will pay for the repair or replacement of covered parts and/or components varies by appliance type and is shown below. **COVERAGE IS FOR ONE (1) UNIT PER APPLIANCE TYPE LISTED BELOW.**

**A. Refrigerator**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$2,500; whichever is LESS.

**Covered:** interior thermal shells; door handles; door hinges; springs; gaskets; compressor; thermostat; condenser coil; evaporator; defrost system; fan motors; control panel pad; internal power supply component; interior wiring; switches and relays.

**NOT COVERED:** ICE MAKERS; ICE CRUSHERS; LIQUID DISPENSERS AND RESPECTIVE SUPPLY LINES; RACKS; SHELVES; DRAWERS; NOISE; DOOR SEAL; INTERIOR LININGS; WATER FILTERS; FOOD SPOILAGE; LIGHT BULBS; WINE COOLERS/CHILLERS; MULTI-MEDIA CENTER; NON-FUNCTIONING PARTS; COSMETIC DAMAGE; TOUCH PADS; STAND-ALONE FREEZER; LATCH ASSEMBLIES; DRIP PANS; ANY OTHER REMOVABLE ITEMS NOT SPECIFICALLY STATED ABOVE.

**B. Dishwasher**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000; whichever is LESS.

**Covered:** rollers; springs; gasket; pump; motor; tub; timer; fill valve; control board touch pad and control board; hoses; internal power supply component; interior wiring; wash arm assemblies switches and relays; thermostat; water valve door hinges/locks/handles/latch assemblies.

**NOT COVERED:** RACKS; BASKETS; NOISE; SEALS; CLOGGED DRAINS; ANY OTHER REMOVABLE ITEMS NOT SPECIFICALLY STATED ABOVE.

**C. Clothes Washer and Dryer**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000; whichever is LESS.

**Covered:** knobs and dials; touch pads; fragrance/humidity center; hangers; belts; pump; motor; timer; drum; rollers; thermostat; transmission; heating element; internal power supply component; interior wiring; pulleys switches and relays; washing machine tub and agitator; water valve; door hinges/locks/handles/latch assemblies.

**NOT COVERED:** PLASTIC MINI-TUBS; SOAP DISPENSERS; LINT FILTER SCREENS; DAMAGE TO CLOTHING; VENTING; SHELVES; RODS; HOOKS; CABINET LINER; RACKS; DRAWERS; NOISE; SEAL; LEVELING AND BALANCING; ANY INTERIOR LININGS.

**D. Ranges/Ovens/Cooktops**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000; whichever is LESS.

**Covered:** springs; vent and all hoods; burners; heating element; thermostat; control panel, board and pad; timer (if it controls the heating or cleaning of the unit); fan motors; gas valves; igniter and pilot assemblies; internal power supply component; interior wiring switches and relays; door hinges/locks/handles/latch assemblies.

**NOT COVERED:** CLOCKS; MEAT PROBE ACCESSORIES; ROTISSERIES; RACKS; GASKETS; KNOBS; DIALS; INTERIOR LINING; INDOOR BARBEQUE; REMOVABLE PARTS/COMPONENTS; LIGHT SOCKETS; LIGHT BULBS; NOISE; SEAL; FILTERS; DOOR GLASS.

**E. Built-In Microwave**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000; whichever is LESS.

**Covered:** vent and all hoods; springs; gasket; heating element; thermostat; control panel and pad; timer (only if it controls the heating or cleaning of the unit); internal power supply component; interior wiring; switches and relays; door hinges/locks/handles/latch assemblies.

**NOT COVERED:** INTERIOR LINING/WALLS; NOISE; DOOR GLASS; SHELVES; TRIM KITS AND BUILT IN KITS; LIGHT BULBS; MEAT PROBE ACCESSORIES; ROTISSERIES; CLOCKS; REMOVABLE PARTS/COMPONENTS; COMPONENTS RELATED TO INSTALLATION/MOUNTING.

2. **SYSTEMS COVERAGE PLAN:** There is no limit to the *number* of Claims that can be filed during the Term of the Plan; only a maximum *amount* in which We will pay. **LIMIT OF LIABILITY – PER EACH COVERED SYSTEM BELOW:** For any single covered Claim, the maximum amount that We will pay for the repair or replacement of covered parts and/or components during any consecutive 12-month period is UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,500; whichever is LESS.

**A. Heating – Coverage is provided for up to two (2) heating systems within the covered residence, provided that each heating system does not exceed a five (5) ton capacity.**

**Covered:** Mechanical parts and components of covered heating systems including: heat pump; blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls; wiring; relays; motors; switches; electric baseboard heat if primary source of heat in home; forced air systems; evaporator coils; air handling unit; air handling transition.

**NOT COVERED:** CHIMNEYS, FLUES AND LINERS; CLEANING AND RE LIGHTING OF BURNERS; DAMPERS; WALL MOUNTED HEATERS; FILTERS; FIREPLACES OR PORTABLE HEATING UNITS; FUEL STORAGE TANKS; GAS LOG SYSTEMS INCLUDING GAS FEED LINES; HUMIDIFIERS; INDIVIDUAL SPACE HEATERS; MAINTENANCE AND CLEANING; PRESSURE REGULATORS; RADIANT HEATING SYSTEM BUILD INTO WALLS, FLOORS OR CEILINGS, REGISTERS/ GRILLS; SECONDARY UNITS; SOLAR HEATING DEVICES AND COMPONENTS; STRUCTURAL COMPONENTS; GEOTHERMAL SYSTEMS; FLOOR FURNACES; PACKAGE UNITS; MINI-SPLITS; HOT WATER OR STEAM CIRCULATING HEAT; ROOM HEATERS; OIL HEATING SYSTEM; CABLE HEATING SYSTEM; METERING DEVICES; FURNACE; FURNACE TRANSITION; PLENUM; FREON SUBJECT TO FREON LIMITS; FREON LINES INTERIOR TO THE UNIT; BUILT IN HEAT LAMPS; GEOTHERMAL PIPING; SECONDARY DRAIN PAN; STOPPED UP DRAIN LINES; MISMATCHED SYSTEMS.

**B. Cooling/ Central A/C – Coverage is provided for up to two (2) cooling systems within the covered residence, provided each cooling system does not exceed five (5) ton capacity.**

**Covered:** heat pump system; evaporative (swamp) cooler unit; air handling unit; blower fan motors; capacitors; compressor; condenser; condenser fan motor; condenser coil; evaporator coil; fan blades; refrigerant; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motor; primary/secondary condensate drain pan; refrigerant filter dryer; refrigerant piping interior to the unit (excluding interconnecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; thermostats (electronic set back units will be replaced only with standard units). NOTE: We will pay up to \$10 per pound, per occurrence for refrigerant. Customer is responsible for payment of any costs in excess of \$10 per pound.

**NOT COVERED:** SECONDARY CONDENSATE, PUMPS AND LINES; DAMPERS; FILTERS; GEOTHERMAL PIPING; HEAT RECOVERY UNIT; HUMIDIFIERS; INTERCONNECTING REFRIGERANT LINES (EXTERNAL OF THE COVERED PRODUCT); PANELS AND/OR CABINETS; REGISTERS/ GRILLS; REFRIGERANT RECLAIM/RECAPTURE; STRUCTURAL COMPONENTS; WALL UNITS; ELECTRONIC AIR CLEANERS; STOPPED UP DRAIN LINES; ZONE CONTROL SYSTEMS; WELL PUMP COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMP; REMOTE CONTROLS; WINDOW UNITS; MISMATCHED SYSTEMS; WATER COOLING TOWERS; GAS SYSTEMS; CHILLER COMPONENTS; WATER LINES; CHILLED WATER SYSTEMS.

**C. Ductwork**

**Covered:** Accessible ductwork from covered A/C or heating unit to point of attachment to register/grill.

**NOT COVERED:** GRILLS/REGISTERS; IMPROPERLY SIZED DUCTWORK; INSULATION; DAMPERS; DUCTWORK WHERE ASBESTOS IS PRESENT.

**D. Plumbing/Plumbing Stoppages**

**Covered:** Mechanical parts and components of the following: interior hose bibs; point of service water system/Instahot; pressure regulating devices; toilet tanks, bowls, and toilet mechanisms within the toilet tank; shower and tub valves. The clearing of plumbing stoppages using standard auger/snake systems, of drain, vent or water lines up to 125 feet from access point where accessible ground level cleanout is existing, and which can be cleared with standard cable. Request to clear the same line(s) after fourteen (14) days' time has elapsed will be considered a new covered Claim and require a new deductible, if applicable. Leaks and breaks of water, gas, drain, waste and vent lines/pipes within the perimeter of the main foundation are also covered. **Repair and finish of any walls or ceilings where it is necessary to break through to effect repair is only covered to the following extent: repair of walls or ceilings to rough finish up to \$1,000 per covered Claim.** Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

**NOT COVERED:** ALL PLUMBING UNDER OR IN THE GROUND, SLAB OR FOUNDATION; ALL PIPING AND PLUMBING OUTSIDE OF THE PERIMETER OF THE FOUNDATION; ANY PIPING OR PLUMBING IN A DETACHED STRUCTURE; STOPPAGE OF CONCRETE ENCASED LINES; ANY FEES FOR LOCATING, ACCESSING OR INSTALLING CLEANOUTS; REMOVAL OF WATER CLOSETS/TOILETS IN ORDER TO CLEAR STOPPAGES, HYDRO-JETTING EQUIPMENT; ANY FEES FOR PHOTO/VIDEO EQUIPMENT, JET OR STEAM CLEARING; CHEMICALS; STOPPAGES CAUSED BY ROOT INVASION; STOPPAGES CAUSED BY FOREIGN OBJECTS, SUCH AS BUT NOT LIMITED TO, FOREIGN OBJECTS, TOYS, BOTTLE CAPS, ETC; BATH TUBS; BIDETS; CAULKING OR GROUT; COLOR OR PURITY OF THE WATER IN THE SYSTEM; CONCRETE ENCASED PLUMBING; CONDITIONS OF INSUFFICIENT OR EXCESSIVE WATER PRESSURE; CONDITIONS OF WATER FLOW RESTRICTION DUE TO SCALE, RUST AND SEDIMENT (SCALE, MINERALS AND OTHER DEPOSITS); EXTERIOR HOSE BIBS; FAUCETS; FREEZE DAMAGE; HOLDING AND PRESSURE TANKS; JET PUMPS; LAUNDRY TUBS; LAWN SPRINKLER SYSTEMS; REPAIR AND FINISH OF ANY FLOORS WHERE IT IS NECESSARY TO BREAK THROUGH TO EFFECT REPAIRS; SEPTIC TANKS AND SYSTEMS IN OR OUTSIDE OF THE HOME; SEWAGE EJECTOR PUMPS; SEWER AND WATER LATERALS; SHOWER ENCLOSURES AND BASE PANS; SHOWER HEADS; SINKS; SOLAR SYSTEMS; TOILET TANK LIDS AND TOILET SEATS; DAMAGE AS A RESULT OF IMPROPERLY INSTALLED TOILET WAX AND SEAL; WATER DAMAGE; WATER FILTERS; WATER PURIFICATION SYSTEMS; WELLS; GARBAGE DISPOSAL.

**E. Electrical**

**Covered:** Standard mechanical components or parts located within the perimeter of the outer load bearing walls consisting of interior standard light switches; main breaker of fuse panel/box receptacles; general line voltage wiring, kitchen exhaust fan; attic/whole house fan; bathroom fan; and ceiling fan (controls and motors for all fan Covered Items)

**NOT COVERED:** DIRECT CURRENT WIRING AND SYSTEMS; EXTERIOR WIRING AND COMPONENTS (EXCEPT MAIN PANELS MOUNTED TO EXTERIOR WALL); ANY WIRING OR COMPONENTS SERVICING A DETACHED STRUCTURE; FIRE, SMOKE OR CARBON MONOXIDE ALARM AND/OR DETECTION SYSTEMS; INTERCOM OR SPEAKERS SYSTEMS; LIGHTING FIXTURES; LOAD CONTROL DEVICES; LOW VOLTAGE SYSTEMS INCLUDING WIRING AND RELAYS; SENDING UNITS; SERVICE ENTRANCE CABLES; TELEPHONE SYSTEMS; TIMERS; TRANSMITTERS AND REMOTES; UTILITY METER BASE PANS; FAILURES AND CONDITIONS CAUSED BY INADEQUATE WIRING CAPACITY; CIRCUIT OVERLOAD AND POWER FAILURE/SHORTAGE OR SURGE; ALARM SYSTEMS; DOOR BELLS AND CHIMES; LIGHT BULBS; CHANDELIER; ELECTRICAL GENERATION SYSTEMS; AND FACE PLATES.

**F. Garage Door Opener**

**Covered:** Up to two (2) garage door systems including: opener; motor; wiring; switches and sensors; capacitor.

**NOT COVERED:** RECEIVER BOARD; RELAYS; DRIVE TRAINS; GARAGE DOORS; DAMAGE CAUSED BY DOOR MALFUNCTIONS; REMOTES; TRACKS; ROLLERS; HINGES; CABLES AND SPRINGS; GUIDES; NOISE; FREQUENCY INTERFERENCE; LIGHTS; SENDING UNITS; EXTERIOR MOUNTED KEYPAD; TRANSMITTERS; BATTERIES.

**G. Water Heater**

**Covered:** Circulatory pumps and domestic hot water coils attached to boilers; heating elements; burner assembly; gas valve including mechanical failure resulting from sediment buildup.

**NOT COVERED:** AUXILIARY AND SECONDARY HOLDING/STORAGE TANKS; BASE PANS; COLOR OR PURITY OF WATER; FLUES; VENT PIPES/LINES; INSULATION AND INSULATION BLANKETS; HEAT RECOVERY UNITS; ANY NOISE WITHOUT A RELATED MECHANICAL FAILURE; POINT OF SERVICE AND/OR HOT WATER DISPENSERS; RACKS; STRAPS; TIMERS; SOLAR HEATERS INCLUDING ALL PARTS AND COMPONENTS; GAS STOP; THERMOSTAT ASSEMBLY PARTS AND COMPONENTS; DRAIN VALVE; RELIEF VALVE.

3. **Platinum Coverage Plan:** There is no limit to the *number* of Claims that can be filed during the Term of the Plan; only a maximum *amount* in which We will pay. **LIMIT OF LIABILITY:** For any single covered Claim, the maximum amount that We will pay for the repair or replacement of covered parts and/or components varies by Covered Item type and is shown below.

**MAXIMUM BENEFIT PAYABLE DURING ANY CONSECUTIVE 12-MONTH PERIOD:**

**For an Appliance Covered Item:**

**Refrigerator:** maximum benefit payable during any consecutive 12-month period is UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$2,500; whichever is LESS.

**Any Other Appliance:** maximum benefit payable during any consecutive 12-month period is UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000; whichever is LESS.

**For a Systems Covered Item:**

**Plumbing/Stoppages Covered Claims – Repair of Walls/Ceilings:** UP TO \$1,000 per covered Claim for the repair and finish of any walls or ceilings that were necessary to break through in order to repair the Covered Item (rough finish only). (NOTE – any amounts paid under the provisions of this benefit count towards the “Systems Covered Item” limit shown below.)

**Systems Covered Item:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,500; whichever is LESS.

**NOTE:** The aggregation of these limits includes any/all costs incurred by Administrator or its authorized service technician required to gain access to the Covered Item.

**COVERAGE INCLUDES:**

- A. All appliance Covered Items from the “1. APPLIANCES COVERAGE PLAN”
- B. All systems Covered Items from the “2. SYSTEMS PROTECTION PLAN”
- C. **Garbage Disposal**

**Covered:** Repair or replacement of parts necessitated by electrical or mechanical Failure during normal usage.

**NOT COVERED:** REMOVABLE PARTS/COMPONENTS.

- D. **Built-In Trash Compactor**

**Covered:** Repair or replacement of parts necessitated by electrical or mechanical Failure during normal usage.

**NOT COVERED:** LOCK AND KEY ASSEMBLIES; REMOVABLE PARTS/COMPONENTS; NOISE.

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**OPTIONAL COVERAGE UPGRADES**

AS ELECTED AND APPLICABLE TO YOU, coverage described below is for ONE (1) Covered Item in association with a covered Failure. The applicable optional coverage upgrade must be listed on Your Contract Registration Page in order to be eligible. **LIMIT OF LIABILITY:** The limits under the optional coverage plan(s), as elected and applicable to You, are in ADDITION TO the limit of liability for the above-referenced plans.

- A. **Pool/Spa:**

**Maximum Benefit Payable During any Consecutive 12-Month Period:** UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000 – whichever is LESS – to gain access, repair or replace the Covered Item.

**Covered:** filters (housing laterals, pressure gauges, back flush valve); heaters; pumps; motors; gaskets; relays; impellers; timers; back flush valve and above ground plumbing lines leading to and from the pool, spa or whirlpool; pool sweeps; blowers; actuator; primary circulatory pump and motor; fill lines and valves; air pumps; laterals; pressure gauges; internal switches.

**NOT COVERED:** CONCRETE ENCASED OR UNDERGROUND PLUMBING; ELECTRICAL LINES AND LIGHTS; STRUCTURAL DEFECTS; CODE VIOLATIONS; SOLAR WATER HEATERS, LINERS OR FREEZE DAMAGE; MECHANICAL COMPONENTS AND PARTS OF GAS, ELECTRIC AND OIL; AUTOMATIC FEEDERS AND CHEMICALS; CHLORINATORS AND IONIZERS; POP UP HEADS AND TURBO VALVES; AUXILIARY PUMPS; SKIMMERS;

LINERS; SLAT WATER GENERATORS AND COMPONENTS; REMOTE CONTROL SYSTEMS; ORNAMENTAL FOUNTAINS; WATERFALLS AND THEIR PUMPING SYSTEMS; FREON RECLAMATION; DISPOSABLE FILTRATION MEDIUMS; DEHUMIDIFIERS; TIMER SYSTEMS; ELECTRONIC/ COMPUTERIZED CONTROLS AND/OR CONTROL PANELS; FUEL STORAGE TANKS; MULTI-MEDIA CENTERS.

**B. Water Softener:**

**Maximum Benefit Payable During any Consecutive 12-Month Period: UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$500 – whichever is LESS – to gain access, repair or replace the Covered Item.**

**Covered:** basic single water unit and multi-level/twin softeners; central head assembly; piping to and from unit(s) and system tanks.

**NOT COVERED:** ANY AND ALL TREATMENT, PURIFICATION, ODOR CONTROL, IRON FILTRATION COMPONENTS AND SYSTEM; DISCHARGE DRYWELLS; FAILURE DUE TO EXCESSIVE WATER PRESSURE OR FREEZE DAMAGE; NOISE; FAILURES DUE TO MINERALS OR SEDIMENT; RESIN BED REPLACEMENT; SALT.

**C. Well Pump:**

**Maximum Benefit Payable During any Consecutive 12-Month Period: UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$1,000 – whichever is LESS – to gain access, repair or replace the Covered Item.**

**Covered:** Mechanical components and parts of the submersible or above ground well pump utilized as the sole source of water supply, excluding irrigation system, limited to: controls; impellers; motor; pump; seals. For units that also supply water for use outside the main dwelling, only the capacity required to supply water to the main dwelling; EXCLUDING IRRIGATION SYSTEM, is covered.

**NOT COVERED:** COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMP; PRESSURE, HOLDING OR STORAGE TANKS; FAILURE ATTRIBUTED TO WELL IMPURITY; DAMAGE DUE TO LOW WATER TABLE; CONTAMINATION OR LACK OF WATER; ABOVE OR UNDERGROUND PIPING; CABLE OR ELECTRICAL LINES LEADING TO OR FROM THE WELL PUMP; WELL CASINGS; PRESSURE SWITCHES NOT LOCATED ON THE PUMP; BOOSTER PUMP OR SECONDARY/AUXILIARY PUMP; RE-DRILLING OF WELLS; JOINT WELLS; PARTIAL OR WHOLE COMMERCIAL USE; EXCAVATION OR OTHER CHARGES NECESSARY TO GAIN ACCESS TO, OR TO REMOVE, OR TO RESET THE PUMP.

**D. Sprinkler System:**

**Maximum Benefit Payable During any Consecutive 12-Month Period: UP TO the fair market value of a replacement product of like kind and quality as of the date of the covered Claim OR \$500 – whichever is LESS – to gain access, repair or replace the Covered Item.**

**Covered:** Leaks and breaks of PVC lines (UNLESS CAUSED BY FREEZING); sprinkler and bubbler heads; timers; gate valves; shut off valves; solenoid and other remotely activated control valves.

**NOT COVERED:** LEAKS AND BREAKS OF PVC LINES CAUSED BY FREEZING; HYDRAULIC SYSTEMS; ELECTRICAL WIRING NOT U.L. RATED FOR UNDERGROUND USE; BACKFLOW PREVENTION DEVICES; PRESSURE REDUCERS; RAIN SENSORS; SPRINKLER HEADS WITH PROBLEMS CAUSED BY ABNORMAL WEAR AND TEAR SUCH AS BUT NOT LIMITED TO LAWN MOWER DAMAGE AND PET DAMAGE; TIMER BATTERIES; DAMAGE TO LINES BY ROOTS; ADJUSTMENTS OR CLEANING; SPRINKLER LINES BEHIND OR BENEATH CONCRETE/PAVED SURFACE.

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**DEDUCTIBLE**

You are required to pay the Administrator a deductible charge of [\$75] [\$100] [\$125] per Claim, at the time in which Your Claim is filed; which will be applied toward any covered portion of Your covered Claim. You are responsible for and shall pay the independent service contractor for any amounts due for services performed or parts installed that are not covered under this Contract. A service call includes, but is not limited to, inspecting, diagnosing and/or performing service for the repair or replacement of a malfunctioning item.

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**REQUESTING SERVICE UNDER THIS CONTRACT**

**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of a Covered Item is covered under this Contract. In order for a Claim to be considered for approval, You must contact the Administrator first for Claim approval and authorization number.**

1. Go online to [www.MyProtectionPlan360.com/amtprotect](http://www.MyProtectionPlan360.com/amtprotect) or call toll-free 1-888-255-3762 with Your Contract Registration Page readily available. You must notify the Administrator immediately upon discovery of any mechanical failure, and prior to the expiration of the Term of the Contract during which the failure occurred.
2. The Administrator will provide You with a referral to an independent service contractor. We will use reasonable efforts to provide a referral to an independent service contractor within two (2) hours after the service request is received during normal business hours and within twenty-four (24) hours for requests received after normal business hours and on weekends or holidays. In the event Administrator or We determine, at Our sole discretion, that there is an emergency situation requiring expedited service, We will make reasonable efforts to expedite service. We will determine, at Our sole discretion, which repairs constitute an emergency and will give consideration to covered mechanical failures that affect the habitability of the covered residence.
3. The Administrator and We have sole authority to select independent service contractors. All repair and/or replacement work covered by this Contract must be performed by a pre-approved independent service contractor, and all repair and replacement services must be approved by Us in advance. **We are not responsible or liable for and will not cover any expenses You incur without Our prior express consent, and We will not reimburse You for any costs You incur associated with unauthorized repair or replacement work performed by unauthorized contracts unless otherwise specified in this Contract.**
4. You must pay the required Deductible in accordance with the provisions of the **DEDUCTIBLE** section above.
5. You must provide access to the covered residence during normal business hours for the independent service contractor to diagnose, obtain approval for, and/or complete repairs for a covered Claim. In the event You do not provide access to the Covered Item or miss any scheduled servicing appointments, You are responsible for providing payment to the Administrator and/or designated service contractor for any resulting service/additional fees or charges.
6. Should any building or zoning permits be necessary, You are responsible for obtaining such permits and for providing payment.
7. At Our sole discretion, the Administrator or We may elect to replace Your Covered Item rather than repairing it. In the event of such replacement, Your replacement will be the base model that meets all applicable federally mandated minimal manufacturer's standards, performs the same primary function, and has a capacity comparable to the Covered Item as of the date of the covered Claim; when available with domestically assembled units. With respect to kitchen/laundry appliances, We will make reasonable efforts to provide replacement Covered Items having similar features, functionalities, and/or efficiency of the original unit, when available; however, We do not guarantee that an exact match in color, type, or brand to Your original Covered Item will be procured and assume no liability resulting therefrom. When replacing systems or appliances, We will be responsible for the installation of the replacement product,

but not for the cost of any construction, modifications, carpentry or transitional work that may be necessary in order to accommodate such replacement, or for any costs associated with any necessary upgrade or modifications.

8. The Administrator and We reserve the right to obtain, at Our expense, a second opinion by an independent service contractor prior to determining eligibility for coverage.

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#### LIMIT OF LIABILITY

- There is no limit to the *number* of Claims that can be filed during the Term of the Plan; only a maximum *amount* in which We will pay.
- **Per Claim Limit:** For any single covered Claim, the maximum amount that We will pay in association with the Covered Item is the amount specified in the applicable "BASE COVERAGE PLAN" and "OPTIONAL COVERAGE UPGRADE" above, pursuant to the Plan and options purchased by You (as confirmed on Your Contract Registration Page).
- **Aggregate Claim Annual Limit:** Cumulatively, the total amount We will pay during any consecutive twelve (12) month period for ALL covered Claims pursuant to this Contract shall not exceed \$5,000. In the event this limit is reached, You are no longer eligible to receive any coverage under this Contract until twelve (12) months thereafter (subject to the RENEWABILITY and CANCELLATION provisions).

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED ITEM, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL FAILURES RESULTING FROM PRE-EXISTING CONDITIONS OR INHERENT PRODUCT DEFECTS KNOWN TO YOU PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

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#### WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE COVERED ITEMS, THIS CONTRACT DOES NOT COVER ANY OF THE FOLLOWING:

- A) Any Claim submitted during the thirty (30) day Waiting Period;
- B) Any parts or components NOT listed as covered in the DESCRIPTION OF COVERED ITEMS section.
- C) This Contract shall not cover any item(s) if they are: mismatched systems with components having incompatible capacity ratings; modified from the original manufacturer design or application.
- D) SEER (Seasonal Energy Efficiency Ratio) operational compatibility. This Contract does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.
- E) This Contract does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system. This Contract does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, and ductwork embedded in floors, walls or ceilings.
- F) This Contract does not cover any secondary, incidental, or consequential damages including, but not limited to, food spoilage, loss of income, additional living expenses, restoration or repair of walls (unless otherwise noted in coverage section), ceiling, flooring, cabinets, countertops, tile, stone, brick or painting and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
- G) We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and You agree to waive any and all Claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any independent contractor.
- H) This Contract does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or home warranty. Our coverage is secondary to such insurance, warranties, or guarantees.
- I) Failure due to a pre-existing condition known to You ("*pre-existing condition*" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Item before this Contract was purchased, or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);
- J) Damage, malfunction or improper operation due to rust, corrosion, warping, bending, animal inhabitation or insect infestation of any systems or appliances. Any Failure or Claim due to restrictions of water flow due to scale, rust, minerals, chemical, soap, and/or sedimentary deposits (except sedimentary buildup in water heaters).
- K) Any damage or Failure of a Covered Item due to Your inability to perform normal or routine maintenance.
- L) Any Claim for service to or replacement of the Covered Item that has not been prior authorized by the Administrator;
- M) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the Covered Item that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections (when such do not impair the overall functionality of the Covered Item);
- N) Any appliance or system that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- O) Any costs associated with the use of cranes or other lifting equipment required to service any Covered Item or system or excavation or other charges associated with gaining access to the well pump or electronic computerized energy management systems or devices, or lighting and/or appliance management systems.
- P) Any costs associated with the removal and disposal of old systems, appliances, components and items, or disposal fees arising from hazardous or toxic materials, asbestos, refrigerant or refrigerant reclamation.
- Q) Any loss, damage or breakdown resulting from fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- R) Any system or appliance that has been confirmed to be used by a business, enterprise or education institution or any system or appliance that was manufactured for commercial use;
- S) Failure due to abuse (*meaning, the intentional treatment of the covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, pet or pest damage; improper usage; intentional harm or malicious mischief of or to the covered Device;
- T) Any loss or damage to the Covered Item resulting from theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Item;
- U) Any damage or breakdown due to operating the Covered Item outside the manufacturer operational or environmental specifications;



- V) Any costs associated with upgrading or making modifications to Covered Items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; manufacturer or builder defects or failure to comply with local, state or federal laws or regulations.
- W) Any items that are consumable and designed to be replaced over time throughout the life of the Covered Item; including, but not limited to: fuses, batteries, bulbs, connectors, bags and lint screens, unless otherwise stated under this optional coverages of this Contract;
- X) Any Failure or damage due to improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- Y) Any costs associated with periodic or preventative maintenance;
- Z) Any Failure or damage due to lack of providing manufacturer's recommended maintenance or operation/storage of the covered Device in conditions outside manufacturer specifications, or use of the covered Device

in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Item in a manner inconsistent with its design or manufacturer specifications;

- AA) Any costs associated with adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Item performed by anyone other than a service center/technician authorized by the Administrator;
- BB) This agreement does not cover common areas and common systems in multi-family dwellings and mobile home parks.
- CC) Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or any kind of manufacturer recall or rework order on the Covered Item, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs ; or
- DD) Service or replacement outside of the United States of America, its territories, or Canada.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED ITEM, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

#### COVERAGE DUPLICATION

In the event there is any duplication of coverage between this Service Contract and a current homeowner's insurance policy or any other type of insurance policy in Your name, this Service Contract is considered secondary to the applicable insurance You have.

#### OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

#### CANCELLATION

*You may cancel this Service Contract at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. **NO CANCELLATION FEES APPLY.***

##### 1. WHEN PAYING FOR YOUR SERVICE CONTRACT FEE IN FULL UPON DATE OF PURCHASE:

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Service Contract Fee paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).

##### 2. WHEN PAYING YOUR SERVICE CONTRACT FEE ON A MONTHLY BASIS:

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of that billing cycle's Service Contract Fee (if any).

##### 3. WE MAY ONLY CANCEL THIS AGREEMENT FOR:

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

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) 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 Contract, You will receive a refund based upon the same criteria as outlined above.

**NOTICE:** If You cancel this Service Contract during a time in which there are unpaid Service Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Service Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid full (annual Term) Service Contract Fee. We will bill or charge You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill You if such a mechanism is not available.

#### GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Device covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

#### RENEWABILITY

YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions). If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-888-255-3762 prior to Your next billing cycle due date.

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## TRANSFERABILITY

Coverage under this Service Contract is not transferable to any other property, item or party.

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## ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Registration Page, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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## SPECIAL STATE REQUIREMENTS

**Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live 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 Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

**ALABAMA:** Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

**ARIZONA:** WHAT IS NOT COVERED –We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with the following: Any conditions that were caused by You or known by You prior to the expiration of the Waiting Period (as defined). WAITING PERIOD –A term equivalent to the waiting period will be added to the term of Your Service Contract. GUARANTY is amended as follows: If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

**CALIFORNIA:** AMT Home Protection Company, 2200 Hwy 121, Ste. 100, Bedford, TX 76021 (California Company ID No. 5875-0), is the Provider and Administrator for this Service Contract.

**COLORADO:** Actions under a home warranty service contract 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.R.S.. You may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT:** In the event of a dispute You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Price, the cost of any repairs carried out under the Service Contract and a copy of the Service Contract. You may cancel if the covered product is sold, lost, stolen, or destroyed. If Your Service Contract expires during an approved repair or replacement, this Service Contract will be extended until the repair or replacement has been completed.

**FLORIDA: THIS HOME WARRANTY MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE.** Wesco Insurance Company, 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114, (877) 217-8931, License # 01913 is the Provider and Administrator for this Service Contract. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is amended as follows: If Your cancellation request is made after thirty (30) days of the Contract purchase date, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by Us for any reason other than for fraud or misrepresentation, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium, less any claims paid.

**GEORGIA:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WAITING PERIOD – The Waiting Period for Coverage for a Failure (as defined) shall not exceed thirty (30) days, and will be added to the term of Your Service Contract.

**IDAHO:** You may have other rights and remedies under the Idaho Consumer Protection Act. For more information on Your rights, contact the Consumer Protection Division of the Office of the Idaho Attorney General at (208) 334-2424.

**ILLINOIS:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

**INDIANA:** Your proof of payment to the merchant authorized by Us to sell this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

**IOWA:** The Provider of this Service Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the Iowa Insurance Division at 601 Locust St., 4th Floor, Des Moines, IA 50309-3738.

**LOUISIANA:** AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, is the Provider and Administrator for this Service Contract.

**MARYLAND:** If Your Service Contract expires during an approved repair or replacement, this Service Contract will be extended until the repair or replacement has been completed.

**MICHIGAN:** If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**NEVADA:** CANCELLATION is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. In no event will claims be deducted from any refund. EMERGENCY SERVICE: If the covered Product You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond three (3) days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than one (1) business day after such inquiry is made. Please call (888) 349-0170 to report such a loss.

## **WAITING PERIOD – This contract includes a thirty (30) day waiting period.**

**NEW HAMPSHIRE** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**NEW MEXICO:** CANCELLATION is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.



**NORTH CAROLINA:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for nonpayment or a direct violation of the Service Contract by You.

**OKLAHOMA:** The Service Warranty Association is AMT Warranty Corp., Oklahoma Identification #862268. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. WAITING PERIOD—A term equivalent to the waiting period will be added to the term of Your Service Contract.

**OREGON:** AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, is the Provider and Administrator for this Service Contract. AMT's Oregon Construction Contractors Board License No. is 208973.

**SOUTH CAROLINA:** If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**TEXAS:** This Service Contract is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Service Contract can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.**

**FOR MORE INFORMATION CONCERNING YOU RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOU LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

**NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304**

**UTAH:** Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. . CANCELLATION is amended as follows: If we cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after mailing notice to You. If We cancel this Service Contract for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice.

**VIRGINIA:** TMI Solutions, LLC, 360 Market Place, Roswell, GA 30075, (800) 863-8600, Virginia Company ID No. SC018, is the Provider and Administrator for this Service Contract.

**WASHINGTON:** GUARANTY is amended as follows: You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** CANCELLATION is deleted and replaced with the following: You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, We shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. If You request cancellation within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after return of the Service Contract to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If this Service Contract is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. If You request cancellation due to a total loss of Your product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced with the following: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.