

I. Definitions

Administrator means Home Protection of America, LLC. You may contact the Administrator if You have any questions regarding this coverage or would like to make a claim. The Administrator can be reached by calling 888-466-3081.

Agreement means these terms, conditions, limitations, and exclusions.

Appliances mean only the eligible appliances as defined in **Section II. – Plans.**

Authorized Servicer means a person authorized by the Administrator to provide service for Your Covered Item.

Breakdown means a mechanical or electrical failure of the Covered Item(s) to perform their normal operation(s) as defined by the manufacturer. It includes a Breakdown experienced from normal wear and tear or caused as the direct result of a power failure.

Covered Item means Appliances and Systems that meet the requirements outlined within **Section III – General Coverage Terms.**

Declarations Page means the document included with this Agreement which defines the Effective Date, Plan selected, Trade Serve Call Fee and Term of Service.

Plan means the specific grouping of Appliances and/or Systems covered within this Agreement.

Systems mean only the eligible systems as defined in **Section II – Plans.**

Term of Service means the length of time You are eligible for coverage. Coverage begins thirty (30) days after Your request for coverage and continues for the Term of Service indicated on Your Declarations Page.

Trade Service Call Fee means the payment amount shown in the Declarations Page and is due from You at the time of service under this Agreement.

We, Us, Our means the Administrator, Home Protection of America, LLC.

You, Your means Agreement holder shown on the Declarations Page of this Agreement.

II. Plans

Coverage includes only the items stated as covered, excluding all others and is subject to the limitations, exclusions and provisions stated in this Agreement. For Your specific coverage and selections see Your Declarations Page, which is incorporated into this Agreement by reference. PLEASE READ YOUR AGREEMENT CAREFULLY.

Diamond Plan:

1. AIR CONDITIONING INCLUDING DUCTWORK

COVERED: All components and parts of the following air conditioning systems: Ducted central electric split and package units – Geothermal – Wall air conditioners – Mini-splits. When air conditioning system replacement is necessary, coverage includes upgrading of duct connections, plenums and indoor electrical lines up to and including the disconnect, including when required to maintain compatibility and compliance with SEER, HSPF, and refrigerant standards. In regards to ductwork, the following are covered: Plenums – Dampers – Damper-only controls – Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump – Window units – Water

towers – Chillers, chiller components, and water lines – Legally mandated diagnostic testing when replacing heating or cooling equipment.

NOTE: We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

2. HEATING INCLUDING DUCTWORK

COVERED: All components and parts of the following heating systems: Forced air (gas, electric, oil) – Geothermal – Wall mounted heaters – Floor furnaces – Package units – Heat pumps – Mini-splits – Hot water or steam circulating heat – Electric baseboard – Room heaters – Cable heat (if main source of heat to the home or room). When heating system replacement is necessary, coverage includes upgrading of duct connections, plenums and indoor electrical lines up to and including the disconnect, including when required to maintain compatibility and compliance with SEER, HSPF, and refrigerant standards. In regards to ductwork, the following are covered: Plenums – Dampers – Damper-only controls – Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump – Fuel storage tanks – Portable units – Fireplace, grain, pellet, or wood heating units (even if only source of heating) – Legally mandated diagnostic testing when replacing heating or cooling equipment.

NOTE: We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

AIR CONDITIONING AND HEATING NOTE: Coverage available on Heating and Air Conditioning units up to a 5 ton capacity. We will pay up to \$1,500 per contract term for access, diagnosis and repair or replacement of any geothermal and/or water source heat pumps, glycol, hot water, or steam circulating system. You are responsible for payment of any costs in excess of \$1,500. Where covered repairs require access to Air Conditioning and Heating ductwork, We will provide access to ductwork only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the Air Conditioning and Heating ductwork is accessible only through a concrete floor, wall or ceiling, We will pay up to \$1,000 per contract term for access, diagnosis, repair or replacement of such ductwork, including returning access openings to a rough finish. You are responsible for payment of any costs in excess of \$1,000. If a leak is detected as a result of legally mandated diagnostic testing, We will repair and replace only accessible and unobstructed ductwork.

3. ELECTRICAL

COVERED: All components and parts, including Direct Current (D.C.) wiring, lighting fixtures, and built-in exhaust/vent/attic fans.

NOT COVERED: Audio/video/computer/intercom/alarm or security wiring or cable – Telephone wiring – Circuit overload – Face plates.

4. PLUMBING

COVERED: Leaks and breaks of water, drain, gas, waste or vent lines – Toilets and related mechanisms, toilet wax ring seals, faucets, shower heads, shower arms, valves for shower, tub, and diverter, angle stops, risers and gate valves (similar features of finish and style used when replacement is necessary) – Hose bibs – Basket strainers – Permanently installed sump pumps (ground water only) – Built-in bathtub whirlpool motor, pump, and air switch assemblies – Pressure regulators – Expansion tanks – Sewage ejector pump (septic system sewage ejector pumps are not covered) – Clearing of sink, bathtub, shower, and toilet stoppages – Clearing of mainline drain and sewer stoppages through an accessible cleanout up to 100 feet from access point – Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.

NOT COVERED: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation – Lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation – Bathtubs – Sinks – Showers– Shower enclosures and base pans – Toilet lids and seats – Jets – Caulking or grouting – Septic tanks – Water filtration/purification system – Holding or storage tanks – Saunas or steam rooms – Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts – Access through roof vents.

NOTE: Where covered repairs require access to plumbing, We will provide access to plumbing only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the plumbing is accessible only through a concrete floor, wall or ceiling, We will pay up to \$1000 per contract term for access, diagnosis, repair, or replacement of such plumbing, including returning access openings to a rough finish. You are responsible for payment of any costs in excess of \$1,000.

5. WATER HEATERS

COVERED: All components and parts, including tankless water heaters and circulating pumps.

NOT COVERED: Auxiliary holding or storage tanks – Noise – Fuel storage tank and energy conservation unit.

6. GARBAGE DISPOSALS

COVERED: All components and parts.

7. INSTANT HOT/COLD WATER DISPENSERS

COVERED: All components and parts.

8. DOOR BELLS

COVERED: All components and parts.

NOT COVERED: When part of the intercom system.

9. SMOKE DETECTORS

COVERED: Battery operated and hardwired units.

10. CEILING FANS

COVERED: All components and parts.

11. CENTRAL VACUUMS

COVERED: All components and parts.

NOT COVERED: Removable hoses and accessories – Access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction.

12. REFRIGERATORS

COVERED: All components and parts.

NOT COVERED: Free standing freezer – Multi-media centers – Wine chillers.

13. CLOTHES WASHERS

COVERED: All components and parts.

14. CLOTHES DRYERS

COVERED: All components and parts.

15. RANGES/OVENS/COOKTOPS

COVERED: All components and parts.

16. DISHWASHERS

COVERED: All components and parts.

17. BUILT-IN MICROWAVE OVENS

COVERED: All components and parts.

18. TRASH COMPACTORS

COVERED: All components and parts.

19. GARAGE DOOR OPENERS

COVERED: All components and parts.

NOT COVERED: Door or door track assemblies.

20. FREE STANDING ICE MAKERS

COVERED: All components and parts.

21. BUILT-IN FOOD CENTERS

COVERED: All components and parts.

NOT COVERED: Removable accessories.

Silver Plan:

1. REFRIGERATORS

COVERED: All components and parts.

NOT COVERED: Free standing freezer – Multi-media centers – Wine chillers.

2. CLOTHES WASHERS

COVERED: All components and parts.

3. CLOTHES DRYERS

COVERED: All components and parts.

4. RANGES/OVENS/COOKTOPS

COVERED: All components and parts.

5. DISHWASHERS

COVERED: All components and parts.

6. BUILT-IN MICROWAVE OVENS

COVERED: All components and parts.

7. TRASH COMPACTORS

COVERED: All components and parts.

8. GARAGE DOOR OPENERS

COVERED: All components and parts.

NOT COVERED: Door or door track assemblies.

9. FREE STANDING ICE MAKERS

COVERED: All components and parts.

10. BUILT-IN FOOD CENTERS

COVERED: All components and parts.

NOT COVERED: Removable accessories.

Optional Covered Items

The following appliances and/or systems may be covered under the Terms of this Agreement as Covered Items if offered and selected by You upon the purchase of this Agreement. For coverage to be in effect You must pay an additional fee and the Optional Covered Items must be shown as covered in the Declarations Page.

1. SWIMMING POOL

COVERED: Above ground components and parts of the heating, pumping, and filtration system including: Pool sweep motor and pump – Blower motor and timer – Plumbing pipes and wiring – Plumbing and electrical.

NOT COVERED: Portable or above ground spas – Access to pool and spa equipment – Lights – Liners – Jets – Ornamental fountains, waterfalls and their pumping systems – Auxiliary pumps – Pool cover and related equipment – Fill line and fill valves – Built-in or detachable cleaning equipment including, without limitations, pool sweep, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers – Fuel storage tanks – Disposable filtration mediums – Heat pump – Multi-media centers – Dehumidifiers – Salt water generators and components.

2. SPA EQUIPMENT

COVERED: Above ground components and parts of the heating, pumping, and filtration system: including spa sweep motor and pump – Pump motor – Blower motor and timer – Plumbing pipes and wiring – Plumbing and electrical.

NOT COVERED: Portable or above ground spas – Access to pool and spa equipment – Lights – Liners – Jets – Ornamental fountains, waterfalls, and their pumping systems – Auxiliary pump – Pool Cover and related equipment – Fill line

and fill valves – Built-in or detachable cleaning equipment including, without limitation, spa sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers – Fuel storage tanks – Disposable filtration mediums – Heat pump – Multi-media centers – Salt water generators and components.

3. WELL PUMP

COVERED: All components and part of well pump utilized as a source of water to the home, except:

NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump. Including those that are located within the well casing – Well casings – Pressure switches not located on the pump – Holding, storage or pressure tanks – Booster.

4. SECOND WATER HEATER

COVERED: All components and parts, including tankless water heaters and circulating pumps.

NOT COVERED: Auxiliary holding or storage tanks – Noise – Fuel storage tank and energy conservation unit.

5. SECOND RANGE

COVERED: All components and parts of second range.

6. SECOND REFRIGERATOR

COVERED: All components and parts.

NOT COVERED: Free standing freezer – Multi-media centers – Wine chillers.

7. SECOND AIR CONDITIONING INCLUDING DUCTWORK

COVERED: All components and parts of the following air conditioning systems: Ducted central electric split and package units – Geothermal – Wall air conditioners – Mini-splits. When air conditioning system replacement is necessary, coverage includes upgrading of duct connections, plenums and indoor electrical lines up to and including the disconnect, including when required to maintain compatibility and compliance with SEER, HSPF, and refrigerant standards. In regards to ductwork, the following are covered: Plenums – Dampers – Damper-only controls – Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump – Window units – Water towers – Chillers, chiller components, and water lines – Legally mandated diagnostic testing when replacing heating or cooling equipment.

NOTE: We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

8. SECOND HEATING INCLUDING DUCTWORK

COVERED: All components and parts of the following heating systems: Forced air (gas, electric, oil) – Geothermal – Wall mounted heaters – Floor furnaces – Package units – Heat pumps – Mini-splits – Hot water or steam circulating heat – Electric

baseboard – Room heaters – Cable heat (if main source of heat to the home or room). When heating system replacement is necessary, coverage includes upgrading of duct connections, plenums and indoor electrical lines up to and including the disconnect, including when required to maintain compatibility and compliance with SEER, HSPF, and refrigerant standards. In regards to ductwork, the following are covered: Plenums – Dampers – Damper-only controls – Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills.

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AIR CONDITIONING AND HEATING NOTE: Coverage available on Heating and Air Conditioning units up to a 5 ton capacity. We will pay up to \$1,500 per contract term for access, diagnosis and repair or replacement of any geothermal and/or water source heat pumps, glycol, hot water, or steam circulating system. You are responsible for payment of any costs in excess of \$1,500. Where covered repairs require access to Air Conditioning and Heating ductwork, We will provide access to ductwork only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the Air Conditioning and Heating ductwork is accessible only through a concrete floor, wall or ceiling, We will pay up to \$1,000 per contract term for access, diagnosis, repair or replacement of such ductwork, including returning access openings to a rough finish. You are responsible for payment of any costs in excess of \$1,000. If a leak is detected as a result of legally mandated diagnostic testing, We will repair and replace only accessible and unobstructed ductwork.

9. WATER SOFTENER

COVERED: All components and parts, except:

NOT COVERED: Leased or rented units – Softening agents.

10. SEPTIC SYSTEM PUMPING AND SEPTIC SEWAGE EJECTOR PUMP

COVERED: Mainline stoppages that can be cleared through an existing access or clean out without excavation – The septic tank will be pumped once during the contract coverage term if the stoppage is due to septic back up – Sewage ejector pump for septic system only.

NOT COVERED: Broken or collapsed sewer lines outside the foundation – Stoppages or roots that prevent the effective use of any externally applied sewer machine cable – Cost of finding or gaining access to the septic tank or sewer hook-ups – Disposal of waste – Chemical treatment of the septic tank and/or sewer lines – Tanks – Leach lines – Cesspool – Any mechanical pump or systems – Cost for

pumping septic tank if no failure has occurred.

III. General Coverage Terms

A. Coverage Term

1. Coverage under this Agreement is only valid after Our acceptance and receipt of full payment. Coverage begins thirty (30) days after Your request for coverage and continues for the Term of Service indicated in Your Declarations Page. Coverage will be automatically renewed monthly until cancelled by You or Us.

B. Eligibility

1. This Agreement covers only single family homes and condominiums/townhomes/mobile homes (including manufactured housing) under 4,000 square feet. Coverage is for owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes.
2. Multiple Units
 - a.) If this Agreement is for a duplex, triplex, or fourplex dwelling, then all units within such dwelling must be covered by one Agreement for protection to apply to common systems (Example: air conditioning or heating, plumbing, electrical, etc.). Should any unit within such dwelling not be covered as part of the one Agreement, then coverage is not provided under this Agreement for any common utility system of the dwelling nor any appliances shared by more than one unit (Example: shared washer/dryer, water heater, garage door opener, etc.). Additionally, all units must be covered by identical Plans.
 - b.) If this Agreement is for a dwelling within a multiple unit of five (5) dwelling units or more, then only items contained within the confines of each individual unit are covered. Common Systems and shared Appliances are not covered.

C. Coverage

1. During the coverage period, Administrator will arrange for an Authorized Servicer to repair or replace the systems and appliances stated as covered in accordance with the terms and conditions of this Agreement so long as the systems and appliances:
 - a.) Are located within the confines of the main foundation of the home or attached or detached garage (with the exception of the air conditioner)
 - b.) Become inoperative due to normal wear and tear;
 - c.) Are in good working order on the Effective Date, as indicated in the Declarations Page, of this Agreement; and
 - d.) Are properly installed and have been maintained in accordance with the manufacturers specifications both prior to and throughout the term of this Agreement.
2. This Agreement describes the basic coverage and options available for domestic grade appliances and systems. Domestic grade items are those that were manufactured and marketed solely for installation and use in a residential family dwelling. For the specific coverage selection on your home, see the Declarations Page included with this Agreement. Coverage includes only the

items stated as covered and excludes all others. Coverage is subject to limitations and conditions specified in this Agreement. **PLEASE READ YOUR AGREEMENT CAREFULLY.**

D. Customer Service

NOTE: All requests for service under this Agreement must be reported by the Agreement holder shown on the Declarations Page.

1. TO REQUEST SERVICE CALL: 888-466-3081
2. You must notify Administrator for work to be performed under this Agreement as soon as the problem is discovered. The Administrator will accept service requests 24 hours a day, 7 days a week. Notice of any service request must be given to Administrator prior to expiration of this Agreement.
3. Upon request for service, meaningful service will be initiated within 48 hours and completed as soon as reasonably possible. The Authorized Servicer will contact You to schedule a mutually convenient appointment during normal business hours. Administrator will determine what repairs constitute an emergency (such as extreme weather conditions or uncontrollable water) and will make reasonable efforts to expedite emergency service. If You should request Administrator to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees, including overtime.
4. Administrator has the right to select the Authorized Servicer, which may be a service company affiliated with Administrator, to perform the service. Administrator will not reimburse for services performed without its prior approval.
5. You will pay a Trade Service Call Fee for each trade service request, or actual cost, whichever is less. Please see Your Declarations Page for Your Trade Service Call Fee amount. Additional charges may apply to certain repairs and replacements. The Trade Service Call Fee is for each call dispatched and scheduled to be run including, but not limited to, trade service calls wherein coverage is (in whole or in part) granted, excluded, limited or denied.

NOTE: The Trade Service Call Fee applies in the event You fail to be present at the scheduled time of the trade service call or in the event You cancel a call at the time the Authorized Servicer is en route to Your home or the Authorized Servicer has already arrived at Your home. The Trade Service Call Fee will be due and payable to the Authorized Servicer (or to Administrator) at the time of the scheduled trade service call. Administrator will not respond to any new requests for service until any previous outstanding Trade Service Call Fees are paid in full.

6. At the time the work begins and at appropriate time(s) thereafter, certain repairs and replacements may require You to allow a state or local building inspector access to Your home. Failure to pay any required permit fee or to allow access to Your home by the building inspector, will result in suspension of coverage (for that specific repair or replacement) until such time as the permit fee is paid or access is granted (as applicable). At that time, coverage

will be reinstated; however, the Agreement term will not be extended.

7. If service work performed under this Agreement should fail, Administrator will make the necessary repairs without an additional Trade Service Call Fee for a period of ninety (90) days for parts and thirty (30) days for labor.

E. Limitations of Liability

1. Administrator is not responsible for any Appliance and/or System not in proper working condition as of the Agreement Effective Date.
2. Plan has a maximum benefit of \$5,000 per Appliance and/or System, and a \$10,000 maximum over the term of this Agreement.

NOTE: You have purchased monthly coverage, as indicated on Your Declarations Page, You are limited to two (2) claims during any twelve (12) month period and a maximum benefit of \$5,000 for all claims during such twelve (12) month period.

NOTE: Our Limit of Liability for Central Air Conditioning / Cooling Systems and Central Heating Systems that are over fifteen (15) years of age at the time of a Breakdown is \$1,500.

3. Administrator is not responsible for providing or closing access to covered items except as noted.
4. You may be charged an additional fee by the Authorized Servicer to dispose of an old Appliance, System or Appliance and/or System component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any System or Appliance which contains dangerous or hazardous materials.
5. Administrator is not liable for restoration of any wall coverings, floor coverings, cabinets, counter tops, tiling, paint, or the like, or for the repair of any cosmetic defects.
6. Administrator is not responsible for electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort or audio systems.
7. Administrator is not responsible or liable for secondary, incidental and/or consequential loss or damage resulting from the malfunction of any covered item including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage, or authorized contractor's service or delay in service.
8. Administrator is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond its control, including, but not limited to, delays in obtaining, or shortages of, parts and/or equipment, or labor difficulties.
9. Administrator is not responsible or liable for repair of conditions or replacement caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain, missing parts, structural changes, fire, freezing, electrical failure, water damage, lightning, mud, earthquake, soil movement, storms, accidents, pet damage, pest damage, acts of God, or failure due to excessive or inadequate water pressure.
10. Administrator has the sole right to determine whether a covered Appliance and/

or System will be repaired or replaced. Administrator is responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. Except when repairing or upgrading covered Systems to maintain compatibility with equipment manufactured to be 13 SEER or 7.7 HSPF compliant, or compliant with any higher SEER or HSPF requirements. Administrator is not responsible or liable for upgrades, components, parts or equipment required due to:

- a.) the incompatibility of the existing equipment with the replacement System or Appliance or System and/or Appliance component or any part thereof; or
 - b.) any new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. Administrator is not responsible or liable for the cost of construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment.
11. Administrator is not responsible or liable for repairs related to inadequacy, lack of capacity, misuse, improper installation, previous repair or design, manufacturer's defect, any problem related to lack of routine maintenance, and any modification to the System or Appliance. Administrator does not perform routine maintenance. You are responsible for providing routine maintenance and cleaning of covered items as specified by the manufacturer to ensure continued coverage on such items. For example: heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing.
 12. Administrator reserves the right to obtain a second opinion at its expense.
 13. This Agreement does not cover Appliances and/or Systems deemed or classified by the manufacturer as commercial.
 14. Administrator is not responsible for any repair, replacement, installation, or modification of any covered System and/or Appliance, or Appliance and/or System component or part thereof:
 - (a) that has been, or is, determined to be defective by the Consumer Product Safety Commission or the manufacturer;
 - (b) that a manufacturer has issued, or issues, a warning or recall;
 - (c) that has a malfunction caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect; or
 - (d) while still under an existing manufacturer's, distributor's, or in-home service warranty.
 15. Administrator reserves the right to provide pre-approved reimbursement of itemized costs or cash back in lieu of repair or replacement. Both pre-approved reimbursement of itemized costs and cash back in lieu of repair or replacement will be based on what Administrator would ordinarily expect to pay for the same parts and labor, which may be less than retail or Your actual cost. Acceptable proof of Your actual itemized costs must be provided to Administrator before any reimbursement amount may be paid.
 16. Administrator reserves the right to rebuild a part or component, or replace with a rebuilt part or component.

17. Administrator is not, under any circumstances, liable for 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 when caused by or related to the malfunction, repair or replacement of a covered system or appliance.
18. Administrator will not contract to perform service nor pay costs involving hazardous or toxic materials including, but not limited to, asbestos, mold, lead paint, and sanitation of sewage spills, nor will it pay costs related to recapture or disposal of refrigerants, contaminants, hazardous, or toxic materials.
19. This Agreement does not cover fees associated with use of cranes needed to install or remove any equipment located on the roof top.
20. Administrator is 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, TVs or radios in refrigerators.
21. Administrator may choose to do a home inspection upon execution of this Agreement at its discretion. Administrator will notify You in advance for inspection.
22. Administrator will not contract to perform service, nor pay costs involving, or relating to Chinese drywall that is installed in any part of the property covered by this Agreement.

IV. General Provisions

A. Transfer of Agreement and renewals

1. If the covered property changes ownership during the Term of Service, please call the billing phone number on the Declarations Page for further information to determine if coverage is transferable to the new owner. A transfer fee of fifty dollars (\$50.00) will be required upon transfer.
2. This Agreement is renewable at Our option. If We choose to renew Your Agreement, You will be offered the terms, conditions, and rates currently in effect in Your state.
3. Administrator has the right to non-renew this Agreement for any reason.

B. Where Are You Covered

1. Coverage applies to Covered Items purchased and Breakdowns that occur within the fifty (50) states of the United States of America or the District of Columbia.

C. Cancellation

1. You may cancel this Agreement at anytime. To cancel, You must provide written notice to Us. If no services have been provided, You may cancel within thirty (30) days from the effective date; You shall be entitled to a full refund. If You cancel after thirty (30) days from Your effective date, a pro-rata refund of the agreement charge, shown in the Declarations Page, will be made less the cancellation fee of \$50.00 and any claims paid.

NOTE: If Your Declarations Page indicates "Monthly renewable until cancelled", You have purchased a month to month agreement. Refunds will not be issued and the coverage will continue until the end of the month in which You cancel.

2. This Agreement cannot be cancelled by Us, except for You:
 - a.) Nonpayment of Agreement charges; or
 - b.) Fraud or material misrepresentation; or
 - c.) Upon mutual agreement.
3. If the Agreement is cancelled by Us, You may be entitled to a pro-rata refund of the paid Agreement charge for the remaining term less the cancellation fee, shown in the Declarations Page, and claims paid. Notice of such cancellation will be in writing and You will be given at least thirty (30) days notice prior to cancellation with the reason and effective date of cancellation.

D. Severability

If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

E. Subrogation

If We pay for a Breakdown, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recover. Your rights to recover may not be waived.

F. Laws, regulations and code requirements

Except when repairing or upgrading covered systems to maintain compatibility with equipment manufactured to be 13 SEER or 7.7 HSPF compliant, or compliant with any higher SEER or HSPF requirements, Administrator is not responsible for any upgrades, work, testing or costs required to comply with any federal, state, or local laws, regulations or ordinances or utility regulations, or to meet current building or zoning code requirements, or to correct for code violations. Administrator is not responsible for service when permits cannot be obtained, nor will it pay any costs relating to permits. Administrator's policy is to abide by all current federal, state, and local laws, regulations and guidelines. Administrator will not be responsible for any liability arising from repairs or replacements that violate any such laws, regulations, or guidelines.

G. Dispute Resolution - Arbitration:

Any and all disputes, controversies or claims of any kind and nature between You and Us arising out of or in any way related to the validity, interpretation, performance or breach of any provision of this Policy, and upon which a settlement has not been reached by You and Us, shall be resolved exclusively by arbitration in accordance with the Federal Arbitration Act (9.U.S.C. Section 1 et. seq.).

You shall appoint one arbitrator and We shall appoint one arbitrator. The two arbitrators appointed shall together pick a third arbitrator. The arbitration proceeding shall commence within 90 days after You or We first notify the other as to their election to arbitrate a dispute. Any decision of the arbitrators shall be a majority vote. In all other respects, the rules and procedures of the American Arbitration Association's commercial arbitration rules shall govern the arbitration proceeding; except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the county and state in which You live. In no event shall the arbitrators grant any relief not available in the courts

of the state where this Policy is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the which You live.

You and We shall bear our own expense for the arbitration proceedings, unless otherwise assigned by the arbitrators. However, the arbitrators shall have the authority to order You to pay all costs of the arbitration proceedings, if the arbitrators determine that the dispute is without substantial justification.

You and We understand that: (1) discovery in an arbitration proceeding may be, more limited than, and different from, that in a court proceeding; (2) the arbitrators are not required to state the basis of their decision or to issue any finding of fact; and (3) both Your and Our right to appeal or to seek modification of rulings by the arbitrators may be limited.

Sample Agreement