

Contract Quick Reference Guide

Declarations Page | page D1

General Contract Information with Endorsements

- What To Do When You Receive Your Contract | page 1
- How To File A Claim | page 1
- Definitions | page 4
- General Exclusions | page 5
- General Provisions | page 7
- Claim Review Escalation | page 8
- Alternate Dispute Resolution | page 8
- Breakdown Coverage Home Systems Plan | page 10
- Breakdown Coverage Optional Coverages | page 13
- Additional Benefits | page 15
- Contract Period And Coverage Eligibility | page 16
- Limit of Liability | page 17
- Claim Review Escalation & Financial Security | page 18
- Cancellation | page 19

SAMPLE



Toll Free #: [TOLL FREE CLAIMS #]
DECLARATIONS PAGE

Claims Administrator:

[Administrator]
14033 Denver West Pkwy, Suite 200, Lakewood, CO 80401

CONTRACT #: [CONTRACTNUM]

CONTRACT HOLDER (YOU & YOUR)
[CUSTOMERNAME]
[CUSTOMERFULLADDRESS]
[CUSTOMERPHONEEMAILADDRESS]

PROPERTY ADDRESS FOR COVERAGE:

SELLER
[SELLERNAME SELLERADDRESS SELLERPHONE]

OBLIGOR (WE, US, OUR)
[Administrator]
14033 Denver West Pkwy, Suite 200, Lakewood, CO 80401
[toll-free#]

PLAN INFORMATION

COVERAGE PLAN: [PLAN NAME] Monthly PLAN FEE: [\$_.]
CONTRACT EFFECTIVE DATE: [CONTRACTEFFECTIVE] Sales Tax: [\$_.]
INITIAL EXPIRATION DATE: [MM/DD/YYYY] *Renews in Monthly increments Total Monthly Price: [\$_.]

SERVICE FEE: [\$xx.00]

WAITING PERIOD: YOUR BREAKDOWN COVERAGE begins [xx] days after the Contract Effective Date

CANCEL FEE: [\$x.00] (Unless otherwise specified on Individual State Variance Requirements Endorsement)

PROPERTY SIZE: <2,500 sq. ft. ___ 2,501-5,000 sq. ft. ___ 5,000-10,000 sq. ft. ___ >10,000 sq. ft. ___

Optional Coverages

- Wine Chillers and/or Wine Room Equipment
Pool and/or Spa Equipment
Well Pump
Water Softener
Septic System
Guest Unit
Guest Home

Mandatory Surcharges

Rental Property if Contract Purchased by Property Owner ___
Homes larger than 2,500 sq. ft. ___

LIMIT OF LIABILITY

TOTAL AGGREGATE Limit of Liability: [\$xx,000.00]

HOME SYSTEMS PLAN Limit of Liability for each equipment group listed on YOUR Breakdown Coverage Endorsement: [\$x,000] *

Air Conditioning including Ductwork (limited to 5-ton unit): [\$xx.00]*
Heating including Ductwork (limited to 5-ton unit): [\$xx.00]*
Well Pump: [\$xx.00]*

HOME APPLIANCE PLAN Limit of Liability for each equipment group listed on YOUR Breakdown Coverage Endorsement: [\$x,000] *

OPTIONAL COVERAGES Limit of Liability for each equipment group marked in the Optional Coverages box above: [\$x,000] *

* Limit resets each 12-month period based upon your BREAKDOWN Date

WHAT TO DO WHEN YOU RECEIVE YOUR CONTRACT

- Read the entirety of this CONTRACT. **Check YOUR CONTRACT and Endorsements for COVERAGE. Not every part of YOUR HOME is covered by this CONTRACT.**
- Verify that the information about YOU and YOUR HOME as provided on the DECLARATIONS PAGE is accurate.
- Immediately contact the SELLER listed on the DECLARATIONS PAGE if any information is incorrect.

HOW TO FILE A CLAIM

1. **STARTING A CLAIM:** In the event YOU experience a BREAKDOWN/FAILURE, YOU are required to contact US immediately and discontinue use of COVERED EQUIPMENT to prevent further damage. This CONTRACT will not cover any repairs for damage caused by continued operation after a BREAKDOWN/FAILURE has occurred.
2. **CONFIRMATION OF COVERAGE:** Contact US using the Claims Phone Number provided below and in the DECLARATIONS PAGE, file online at www.armishome.com, or on the mobile App as soon as a BREAKDOWN is discovered and prior to expiration of the CONTRACT PERIOD. WE will provide for the repair or replacement of COVERED EQUIPMENT, owned by YOU, after the WAITING PERIOD, resulting from BREAKDOWN, subject to the limits of liability.
 - a. WE will not provide service unless all PLAN FEES are current.
 - b. WE will not provide service if YOU are in the WAITING PERIOD.
 - c. **WE must authorize repairs before any service is performed. Costs for any repairs that are not authorized by US are YOUR responsibility.**
3. **AUTHORIZED SERVICE PROVIDER:** Once COVERAGE has been confirmed by US, WE will direct YOU to contact an AUTHORIZED SERVICE PROVIDER, subject to the limitations described in this section. WE will provide payment directly to the AUTHORIZED SERVICE PROVIDER for any authorized repair or replacement services, in accordance with the CONTRACT Terms and the applicable Limits of Liability on YOUR DECLARATIONS PAGE and in the Limit of Liability Endorsement.
4. **EXPEDITED SERVICE REQUESTS:**
 - a. **EMERGENCY:** The ADMINISTRATOR will consider a request for service to be an emergency only if, in their opinion, the BREAKDOWN renders YOUR home uninhabitable such as a failure of air conditioning in extreme heat or failure of heating system in periods of extreme cold or electrical arcing or running water that cannot be shut off. Appliance failure is not considered an emergency. In the event of an emergency outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify US at the toll-free number provided to YOU in this CONTRACT. If YOU believe that YOUR circumstances require emergency service, YOU must make the request for emergency repairs and provide an explanation. WE will determine what, if any, repairs constitute an emergency, based on your explanation to US, and will make reasonable efforts to expedite emergency service.

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- b. **NON-EMERGENCY:** WE will accept YOUR request to expedite scheduling of non-emergency service. If the AUTHORIZED SERVICE PROVIDER agrees to expedite scheduling of a non-emergency service request, YOU may be required to pay an additional fee to the AUTHORIZED SERVICE PROVIDER.
 - c. WE reserve the right to obtain a second opinion at OUR expense. If WE inform YOU that the BREAKDOWN is not covered under this CONTRACT, YOU have the right to request a second opinion. YOU must ask US for a second opinion from another AUTHORIZED SERVICE PROVIDER within seven (7) days from OUR informing YOU the BREAKDOWN is not covered. If the outcome of the second opinion is different than the first opinion, WE may decide whether to provide COVERAGE under this CONTRACT. If YOU request a second opinion, YOU will be responsible for the payment of any additional service fees if the outcome of the second opinion is the same as the initial opinion.
 - d. WE have the right, **but not the responsibility**, to select the AUTHORIZED SERVICE PROVIDER to perform the service.
 - i. If WE choose the AUTHORIZED SERVICE PROVIDER, they will contact YOU to schedule YOUR service appointment. The appointment will be scheduled for service to be performed during normal business hours.
 - ii. All AUTHORIZED SERVICE PROVIDERS must be properly licensed and/or certified according to State law for the type of service being provided. Payment will only be made to legally registered businesses that are routinely engaged in repairs of like COVERED EQUIPMENT and/or systems.
5. **REPAIRS AND REPLACEMENTS:** Anytime YOUR COVERED EQUIPMENT is to be repaired or replaced according to the Terms of this CONTRACT, WE have the option of:
- a. Repairing the COVERED EQUIPMENT. Replacement parts for repair service will be, at OUR sole discretion, new, refurbished, rebuilt, or non-manufacturer's parts that perform to factory specifications.
 - b. Replacing the COVERED EQUIPMENT with like kind and quality and of comparable performance. If WE replace YOUR COVERED EQUIPMENT, the following may apply:
 - i. Technological advances may result in a replacement equipment with a lower selling price than the original;
 - ii. Replacement equipment and parts may be new or refurbished, at OUR sole discretion, which meet the manufacturer's specifications. WE are not responsible for matching dimensions, brand, or color;
 - iii. COVERED EQUIPMENT and parts which are replaced become OUR property except where prohibited by law;
 - iv. Reimburse YOU reasonable costs for replacement of the COVERED EQUIPMENT, as determined by US, not to exceed the original purchase price including taxes; or
 - v. If a previously covered repair or replacement fails within sixty (60) days of such repair, YOU will not be charged a SERVICE FEE for the subsequent repair.
6. **PAYMENT:** OUR cash payment policies and procedures:
- a. WE will direct YOU to pay the SERVICE FEE amount listed on the DECLARATIONS PAGE to the AUTHORIZED SERVICE PROVIDER or to US.
 - b. If the combined cost of diagnosis and repair or replacement is estimated to exceed CONTRACT Limit of Liability, WE will not provide repair or replacement services but will pay an amount equal to the Limit of Liability minus any amounts paid by US to AUTHORIZED SERVICE PROVIDERS to diagnose the BREAKDOWN.

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- c. Instances beyond OUR control may prevent US from providing a repair or replacement of a COVERED EQUIPMENT. In these instances, WE will provide YOU a cash payment in lieu of the repair or replacement services. The amount will be based on what a consumer without this CONTRACT would pay after negotiating the best price for such services in YOUR area, up to the applicable Limit of Liability listed on YOUR DECLARATIONS PAGE.
 - d. In some instances, WE may offer YOU the option of accepting cash in lieu of repair or replacement services. This offered amount is based on what WE would expect to pay (which may be substantially less than retail cost) for parts and labor for COVERED EQUIPMENT less the incurred cost of the AUTHORIZED SERVICE PROVIDER'S diagnosis. WE are not obligated to extend such an offer, and YOU are under no obligation to accept such an offer. If YOU accept such an offer, YOU are required to repair the COVERED EQUIPMENT or provide a new replacement and send the acceptable proof of YOUR actual itemized costs to US before any reimbursement will be paid.
 - e. Payment for taxes related to parts and/or labor shall be determined by the tax code(s) where the repairs are performed.
 - f. In the event of an approved COVERED EQUIPMENT repair or replacement, WE will pay, subject to the Limit of Liability, the cost to:
 - i. Dismantle and remove defective COVERED EQUIPMENT; and
 - ii. Recapture, reclaim and dispose of refrigerant, when applicable.
7. **YOUR RESPONSIBILITIES:** To receive service under this CONTRACT, YOU agree to comply with the following conditions:
- a. **YOU are responsible for providing maintenance of COVERED EQUIPMENT as specified by the manufacturer, local regulations, ordinances, and statutes. If requested by US, YOU will provide records of maintenance and repair.**
 - b. Provide a copy of original purchase receipts when requested.
 - c. Provide information about the symptoms and causes of any issues with the COVERED EQUIPMENT, including pictures when requested.
 - d. Respond to requests for information about the COVERED EQUIPMENT, including, but not limited to, serial number, model, any error messages displayed, any actions taken before the BREAKDOWN occurred and any steps taken to resolve the BREAKDOWN.
 - e. YOU will be in breach of this CONTRACT if YOU threaten to harm or actually harm:
 - i. The safety or well-being of either an ADMINISTRATOR or AUTHORIZED SERVICE PROVIDER employee; or
 - ii. Any property of OUR's or the AUTHORIZED SERVICE PROVIDER.

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DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR, WE, US, OUR:** the party that administers this CONTRACT. The ADMINISTRATOR'S contact information is provided on the DECLARATIONS PAGE of this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT.
2. **AUTHORIZED SERVICE PROVIDER:** a legally registered business who is routinely engaged in the repair of COVERED EQUIPMENT for the type of service required.
3. **BREAKDOWN/FAILURE:** inoperability of YOUR COVERED EQUIPMENT due to defects in material or wear and tear from proper use.
4. **CONTRACT:** this CONTRACT that YOU have purchased from the SELLER, including the DECLARATIONS PAGE, General Contract Information, and all Endorsements.
5. **CONTRACT HOLDER, YOU, YOUR:** the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE
6. **COVERAGE:** the COVERAGE YOU have purchased as provided by the CONTRACT.
7. **COVERAGE PERIOD:** The CONTRACT begins on the CONTRACT Effective Date as indicated on the DECLARATIONS PAGE and will continue until the Expiration Date as shown on the DECLARATIONS PAGE. Please refer to the Contract Period and Coverage Eligibility Period Endorsement for details. This CONTRACT is not guaranteed to be renewable.
8. **COVERED EQUIPMENT:** Home appliances or systems covered by the CONTRACT and listed on the Breakdown Coverage Endorsement(s) and installed within the confines of the HOME or a primary garage.
9. **DECLARATIONS PAGE:** the page of this CONTRACT, titled "DECLARATIONS PAGE," that specifies YOUR information, SELLER information, COVERED EQUIPMENT, and other key information specific to YOUR CONTRACT.
10. **GUEST HOME:** a detached non-commercial secondary structure that is less than 750 square feet with its own living area, kitchen, bathroom, and separate entrance that shares the same land lot of a larger, primary dwelling HOME, that is designed for the sole use of guest accommodation and not rented or otherwise used as a separate dwelling.
11. **GUEST UNIT:** an internal non-commercial structure within a HOME that is less than 750 square feet and includes its own independent living facilities. These living facilities include areas for sleeping, cooking, and sanitation, and are designed for the sole use of guest persons on the premises and not rented or otherwise used as a separate dwelling. The GUEST UNIT may have a separate exterior entrance or an entrance to an internal common area accessible to the outside.
12. **HOME:** A permanent primary dwelling residence with less than 10,000 square feet that is designed for the habitation and occupancy by a single family or individual.
13. **INITIAL TERM:** one month from the CONTRACT Effective Date as listed on the DECLARATIONS PAGE.
14. **OBLIGOR or SERVICE CONTRACT PROVIDER:** the party listed on the DECLARATIONS PAGE as the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
15. **PLAN FEE:** the amount due to US for this CONTRACT and listed on the DECLARATIONS PAGE.
16. **PRE-EXISTING CONDITION:** any defects or mechanical failures of YOUR COVERED EQUIPMENTS in existence prior to the purchase of this CONTRACT.
17. **RENEWAL TERM:** Means each succeeding month for which payment has been received after the INITIAL TERM. Each renewal CONTRACT shall have a Series Number one digit higher than the Series Number of the previous one-month CONTRACT.
18. **SELLER:** the company from whom YOU purchased this CONTRACT. SELLER information is provided on the DECLARATIONS PAGE.
19. **SERVICE FEE:** The amount of the SERVICE FEE is listed on YOUR DECLARATIONS PAGE. YOU are required to pay a SERVICE FEE for each service request YOU submit to US.
20. **WAITING PERIOD:** the period specified on the DECLARATIONS PAGE.

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GENERAL EXCLUSIONS

The following items and conditions are not covered by this CONTRACT:

1. Routine maintenance: YOU are responsible for providing maintenance of COVERED EQUIPMENT as specified by the manufacturer, local regulations, ordinances, and statutes. If requested by US, YOU will provide records of maintenance and repair.
2. Any dwelling on a property that is not the HOME and primary garage is not covered, including, but not limited to: additional garages, sheds, out buildings.
3. GUEST UNITS and GUEST HOMES unless purchased as an optional coverage and is listed on an Optional Coverage Endorsement.
4. Flues, venting, chimneys, and exhaust lines.
5. Repair or remediation of cosmetic defects.
6. Home management systems.
7. Radon monitoring systems, fire sprinkler systems, and solar systems and components.
8. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Equipment Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.
9. Systems or appliance upgrades, or repairs or replacements required because of:
 - a. malfunction due to missing components, parts, or equipment;
 - b. malfunction due to lack of capacity in the existing system or appliance;
 - c. malfunction due to under or oversized systems in relation to the square footage of the area being heated or cooled;
 - d. changes in any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements, except as otherwise specified in this CONTRACT;
 - e. Rust, corrosion, or sediment related BREAKDOWN that occurs within the first sixty (60) days after the initial CONTRACT Effective Date;
 - f. Improper installations, repairs, or modifications; or
 - g. Mismatched systems where the indoor and outdoor units were not properly matched to each other in capacity or efficiency for proper operation. (e.g. if you buy an air conditioner, it must operate within the same specifications as your existing systems.)
10. BREAKDOWNS covered by an AUTHORIZED SERVICE PROVIDER, manufacturer, distributor, builder, homeowners' policy, extended warranty or other service contract.
11. WE are not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials.
12. Mold, mildew, bio-organic growth, rot, fungus, or pest damage. WE are not responsible or liable for:
 - a. Damages from such causes;
 - b. Diagnosis, removal or remediation of such conditions; or
 - c. Repairs or replacements necessitated by such causes.
13. WE are not responsible or liable for repairs or replacements when the BREAKDOWN is due to:
 - a. Misuse, abuse, or mistreatment, including but not limited to: removal of parts and damage by people, pests, or pets;
 - b. Accidents, fire, freezing, water damage, electrical failure or surge, or excessive or inadequate water pressure;

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- c. Lightning, mud, earthquake, soil movement, storms, or acts of God;
 - d. A manufacturer's improper design, improper materials or formulations, a defective manufacturing process, or other manufacturing defects; or
 - e. Computer hardware, software and data caused by viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
14. Repair or replacement of commercial grade equipment, systems, or appliances.
15. Repair or replacement of rental or leased equipment, systems, or appliances.
16. PRE-EXISTING CONDITIONS, whether known or unknown to YOU.
17. Providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
18. Cosmetic defects.
19. Repair or replacement due to noise.
20. Shared systems and appliances.
21. YOU may be charged an additional fee by the AUTHORIZED SERVICE PROVIDER if cranes or lifting equipment are needed to install or remove any equipment; WE are not responsible for such expenses.
22. Except as otherwise specified in this CONTRACT, WE are not responsible or liable for:
- a. Providing or closing access to COVERED EQUIPMENT;
 - b. Costs of construction, carpentry, or other modifications necessary to remove, relocate, or install equipment;
 - c. Restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint, or any other collateral fixtures;
 - d. Any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the CONTRACT PERIOD and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines;
 - e. Secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any COVERED EQUIPMENT, or an AUTHORIZED SERVICE PROVIDER'S neglect or delay in providing, or failure to provide, repair or replacement of such COVERED EQUIPMENT, including, but not limited to: food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage; or
 - f. Damages that result from an AUTHORIZED SERVICE PROVIDER'S service, materials, labor, delay in providing service, delay in parts availability, failure to provide service, negligence, errors, unlawful acts or omissions. WE do not ensure quality and are not liable for the service, labor, workmanship, or materials of the AUTHORIZED SERVICE PROVIDER.

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GENERAL PROVISIONS

TRANSFER OF OWNERSHIP

1. With OUR approval, the CONTRACT HOLDER may transfer this CONTRACT to a new owner. Approval of transfers is at OUR discretion and may be declined for any reason.
2. If the covered HOME changes ownership during the CONTRACT PERIOD, YOU are required to contact US directly, using the Customer Service Phone Number located on the DECLARATIONS PAGE to transfer COVERAGE to the new owner. Failure to do so may result in no COVERAGE. The following information and documentation are required:
 - a. Proof of ownership transfer;
 - b. A completed transfer application form that is provided by US upon request; and
 - c. An administrative processing fee of fifty dollars (\$50.00)
3. The transfer must be requested within thirty (30) days and completed within forty-five (45) days after the date of ownership transfer.
4. This CONTRACT may not be transferred to another HOME.
5. The new CONTRACT HOLDER will be bound by the Terms and Conditions set forth in this CONTRACT.

See the Individual State Variance Requirements Endorsement, if applicable, for state specific modifications to YOUR CONTRACT. Terms in a State Endorsement supersede any conflicting Terms of this CONTRACT.

This CONTRACT is not an insurance policy or warranty.

No person has the authority to change this CONTRACT or to waive any of its provisions. However, this CONTRACT is optionally renewable on a monthly basis, and making a payment to renew YOUR CONTRACT constitutes consent to the most up to date contract Terms and Conditions.

YOU agree to receive certain communications from US electronically in connection with this CONTRACT. Such communications include by way of email, text message, delivering notifications through our mobile applications or through other electronic means. YOU agree that all agreements, notices, disclosures, change in Terms and other communications that WE provide to YOU electronically satisfy any legal requirement that such communications be in writing.

This CONTRACT is for the sole benefit of the CONTRACT HOLDER named on the DECLARATIONS PAGE or any authorized user approved by the CONTRACT HOLDER and applies only to the HOME described on the DECLARATIONS PAGE.

SUBROGATION

YOU agree that WE, after making a claim payment on YOUR behalf, have all rights of subrogation against those who may be responsible for the covered BREAKDOWN resulting in such payment. YOU shall do whatever is necessary to secure such rights. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and **YOU will execute and deliver to US information and documents required to secure or maintain such rights.** All amounts not to exceed the total amount paid by US, that are recovered by YOU, for which WE made a payment under this CONTRACT on YOUR behalf to others or YOU, or were previously reimbursed by US, is OUR property and must be forwarded to US within a reasonable time after recovery by YOU.

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ASSIGNMENT OF RIGHTS:

In addition to the subrogation rights provided above, YOU agree, after WE make any claim payment on YOUR behalf, to assign all rights you may have in any way related to the covered BREAKDOWN resulting in such payment. YOU agree that all claims and demands arising from or connected to the covered BREAKDOWN are hereby assigned and transferred to US, including but not limited to, class action claims YOU may have against a manufacturer, unless otherwise prohibited by applicable law. YOU will preserve such rights with appropriate actions or inactions. YOU will do nothing to prejudice such rights, and **YOU will execute and deliver to US all information and documents required to secure or maintain such rights.**

CLAIM REVIEW ESCALATION

YOUR experience matters to us. If YOU believe YOUR claim was wrongfully denied or not properly resolved, YOU may have YOUR claim further reviewed by completing the online form at <https://armishome.com/dispute-resolution> within ninety (90) days of the ADMINISTRATOR'S claim decision. WE will review YOUR concerns and attempt to contact YOU as soon as possible but no later than three (3) business days to discuss YOUR claim.

ALTERNATE DISPUTE RESOLUTION

Please read this section carefully. It limits certain rights YOU have including YOUR right to obtain relief or damages through court action and waives YOUR right to initiate or participate in a class action.

OUR goal is to resolve any disputes YOU have as quickly as possible. If YOU have a dispute, YOU may use the Claim Review Escalation process outlined above.

If any legal dispute between YOU and either the ADMINISTRATOR, the OBLIGOR, or the SELLER (including any affiliated individual or entity) relating to this CONTRACT (including the sale or performance of this CONTRACT) (a "Dispute") is not resolved by the Claim Review Escalation process, YOU, ADMINISTRATOR, OBLIGOR, and/or SELLER may agree to participate in mediation of the Dispute as described below. If any Dispute is not resolved by the Claim Review Escalation process or mediation, or if the parties forego those options, that dispute shall be resolved solely by arbitration. A "Dispute" shall not include any individual or class action initiated or joined by ADMINISTRATOR, OBLIGOR, or SELLER, including actions in the nature of subrogation, against third parties to recover amounts paid relating to product recalls.

To begin arbitration, either YOU, WE, or the SELLER must make a written demand for arbitration to the Better Business Bureau ("BBB") located in Denver, Colorado. Any request for mediation prior to arbitration is optional, but any such request that is made shall also be made through the BBB. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Binding Pre-Dispute Arbitration Rules ("Rules") of the BBB in effect when the claim is filed.

All Disputes must be resolved solely through arbitration, but in the event of litigation involving a Dispute, venue shall be proper solely in the courts of Jefferson County, Colorado. YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER further agree that any such lawsuits brought in any venue other than the courts of Jefferson County, Colorado shall be promptly dismissed by the associated court for improper venue.

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YOU agree that YOU shall not initiate or participate in any class arbitration proceedings, class action lawsuits, or any other type of representative or collective proceedings involving a Dispute. YOU further agree to opt out of any such proceeding initiated by another party. The ADMINISTRATOR, the OBLIGOR, and the SELLER agree not to participate in any class arbitration proceedings, class action lawsuits, or any other type of representative or collective proceeding involving a Dispute. Thus, YOU, WE, and the SELLER agree that any arbitration proceeding or litigation involving a Dispute will only consider claims involving YOU and this CONTRACT. Claims by, or on behalf of, other individuals will not be arbitrated or litigated in any proceeding involving a Dispute, and the arbitrator in a Dispute will have no authority to address claims involving other individuals.

YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER also specifically agree to waive the right to trial by jury in any lawsuit involving a Dispute, unless prohibited by law.

YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER understand and agree that the inclusion of provisions regarding venue, class-action waiver, jury waiver, or that otherwise address litigation, do not waive the requirement of mandatory arbitration of all Disputes. YOU, the ADMINISTRATOR, the OBLIGOR, and the SELLER understand and agree that the optional Claim Review Escalation Process, optional mediation, and mandatory arbitration are the only dispute resolution options available to either YOU, US, or the SELLER involving a Dispute.

Please refer to the Individual State Variance Requirements Endorsement of this CONTRACT for any added requirements in YOUR state.

YOU may employ an attorney to represent YOU in any mediation, arbitration or lawsuit involving a Dispute but are not required to do so. The ADMINISTRATOR, the OBLIGOR, and/or the SELLER shall not pay YOUR attorney's fees, court filing fees, service fees, or any other litigation-related expenses.

YOU agree that the SELLER is a third-party beneficiary of this Alternate Dispute Resolution and Class-Action Waiver provision and may invoke the protections set forth in this provision.

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BREAKDOWN COVERAGE

HOME SYSTEMS PLAN

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

WE will pay up to the listed amount on the DECLARATIONS PAGE for any required repair or replacement of any of the covered home system categories below. YOU are responsible for payment of any costs in excess of the limit of liability for any required repair or replacement of a system in a home systems category and for YOUR SERVICE FEE listed on the DECLARATIONS PAGE.

1. AIR CONDITIONING INCLUDING DUCTWORK:

a. COVERAGE INCLUDES: The following Air Conditioning Systems:

- i. Ducted Central Electric Air Conditioners; Ducted Electric Wall Air Conditioners; Mini-Splits. All components and parts including but not limited to: Air Handler; Blower; Compressor; Condenser and Coil; Evaporator and Coil; Expansion Valve; Fan(s); Plenum; Switches; Thermostat; Valves.
- ii. Ductwork including but not limited to: Plenums, Dampers, Damper Controls, Leaks or Breaks in Sheet Metal, Duct Board, and Flex Duct including Vapor Barrier from heating and/or air conditioning unit(s) including registers or grills.
- iii. Refrigerant: up to ten dollars (\$10) per pound per occurrence. YOU are responsible for payment of any costs in excess of ten dollars (\$10) per pound.

b. COVERAGE DOES NOT INCLUDE: Humidifiers; Condensate Pumps; Electronic Air Cleaners; 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; Water Lines; Refrigerant Line Sets. Expenses related to Legally mandated diagnostic testing when replacing cooling equipment.

NOTE: COVERAGE is available for air conditioning units up to a five (5) ton capacity and designed for residential use. WE will cover access, diagnosis, and replace air conditioning systems that are necessary or required upgrades for system efficiency except: (1) costs associated with modifications or upgrades of plenums and refrigerant line sets and (2) any other air conditioning specific limitations and exclusions in this CONTRACT. A "necessary or required upgrade" is a replacement improving manufacturer specification energy efficiency or system performance due to circumstances beyond the control of YOU or US (such as availability of parts/equipment or government mandated system modifications).

2. HEATING INCLUDING DUCTWORK:

a. COVERAGE INCLUDES: The following Heating Systems:

- i. 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; Permanently Installed Room Heaters; Cable Heat (only if it is main source of heat to the home or room). All components and parts including but not limited to: Fan(s); Furnace; Gas Lines; Heat Exchanger; Heat Pump; Limit Switch; Pilot/Ignitor; Thermostat; Valves.
- ii. Ductwork including but not limited to: Plenums; Dampers; Damper-only Controls; Leaks or Breaks in Ductwork (sheet metal, duct board, and flex duct including vapor barrier) from Heating Unit(s) including Registers or Grills.

b. COVERAGE DOES NOT INCLUDE: Humidifiers; Condensate Pumps; Electronic Air Cleaners; 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). Expenses related to: Legally Mandated Diagnostic Testing when replacing Heating Equipment.

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NOTE: COVERAGE is available on heating units, as the main source of heat to the HOME, up to a five (5) ton capacity and designed for residential use. WE will cover access, diagnosis, and replace Heating Systems that are necessary or required upgrades for system efficiency except: (1) costs associated with modifications or upgrades of plenums and (2) any other heating specific limitations and exclusions in this CONTRACT. A "necessary or required upgrade" is a replacement improving manufacturer specification energy efficiency or system performance due to circumstances beyond the control of YOU or US (such as availability of parts/equipment or government mandated system modifications).

3. **ELECTRICAL:**

a. COVERAGE INCLUDES: All components and parts including but not limited to: Breaker Box; Built-in Exhaust/Vent/Attic Fans; Direct Current (D.C.) Wiring; Lighting Fixtures; Outlets; Switches.

b. COVERAGE DOES NOT INCLUDE: Free Standing or Permanently Installed Generators; Televisions; Audio Systems; Video Systems; Computers and Related Equipment; Intercoms and Units Connected to Intercoms; Alarms and Security Systems and Components; Telephone and Fax Equipment and Wiring; Face Plates; Any damage caused by circuit overload.

4. **PLUMBING:**

a. COVERAGE INCLUDES: 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 are not covered); Clearing of Mainline Drain and Sewer Stoppages through an accessible cleanout up to 100 feet from an access point; Clearing of Lateral Drain Line stoppages up to 100 feet from an access point including accessible cleanout, p-trap, drain or overflow access points.

b. COVERAGE DOES NOT INCLUDE: 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. Jetting of lines. Bathtubs; Sinks; Showers; Shower Enclosures and Base Pans; Toilet Lids and Seats; Jets; Caulking or Grouting; Septic Tanks; Water Filtration and/or Purifications Systems; Holding or Storage Tanks; Saunas or Steam Rooms. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts; and access through roof vents.

NOTE: Where covered repairs require access to plumbing, WE will provide COVERAGE for access to plumbing only through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish.

5. **WATER HEATERS (GAS AND/OR ELECTRIC ONLY UP TO 80 GALLONS):**

a. COVERAGE INCLUDES: All internal components and parts including but not limited to: Tankless Water Heaters and Circulating Pumps; Anode Rods. Water Heaters installed fifteen (15) years or less from the manufacture date until the failure report date. All Water Heaters have a rating plate that lists the model and serial numbers which act as decoders to the year of manufacture.

b. COVERAGE DOES NOT INCLUDE: Auxiliary and Secondary Holding or Storage Tanks; Noise; Fuel Storage Tank and Energy Conservation Unit; Vents and Flues; Solar Components; Drain Pans and Drain Lines.

6. **GARBAGE DISPOSALS:**

a. COVERAGE INCLUDES: All internal components and parts including but not limited to: Flanges; Drain Tubes; Hopper; Housing; Impeller; Motor; Shredder; Stopper; Switches.

b. COVERAGE DOES NOT INCLUDE: Damage, including jams, caused by bones, glass, grease, or foreign objects other than food.

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7. **INSTANT HOT/COLD WATER DISPENSERS:**
a. **COVERAGE INCLUDES:** All internal components and parts including but not limited to: Tank; Switches; Tubing; Wiring.
b. **COVERAGE DOES NOT INCLUDE:** Filters; Knobs/Dials.
8. **DOORBELLS:**
a. **COVERAGE INCLUDES:** All internal components and parts including but not limited to: Button; Chime Unit; Transformer; Wiring.
b. **COVERAGE DOES NOT INCLUDE:** Doorbells that are part of an Intercom System.
9. **SMOKE DETECTORS:**
a. **COVERAGE INCLUDES:** All internal components and parts including but not limited to: Battery operated and hardwired units; Button; Wiring.
b. **COVERAGE DOES NOT INCLUDE:** Batteries.
10. **CEILING FANS:**
a. **COVERAGE INCLUDES:** All internal components and parts including but not limited to: Blades; Canopy; Control Switches; Down Rod; Housing; Hub; Light Fixture; Motor; Yoke.
11. **CENTRAL VACUUMS:**
a. **COVERAGE INCLUDES:** All internal components and parts including but not limited to: Blower; Control Panel; Dust Collector; Exhaust; Motor; Non-Removable Tubing.
b. **COVERAGE DOES NOT INCLUDE:** Removable or In-wall Hoses and Accessories. Costs associated with access and closing through floors, walls, and ceiling when locating or repairing a malfunction.

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BREAKDOWN COVERAGE

OPTIONAL COVERAGES

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

Optional coverage may be purchased at the beginning of the **CONTRACT** without inspection. After a **CONTRACT** is purchased, optional coverage may be purchased given **OUR** approval. An inspection may be required, at **YOUR** expense, before optional coverage is approved.

1. **WINE ROOM AND WINE CHILLERS:**
 - a. **COVERAGE INCLUDES:** Wine Chillers; Wine Room Refrigeration and Humidification Equipment.
 - b. **COVERAGE DOES NOT INCLUDE:** Damage to Contents; Water Line Blockage.

2. **POOL AND/OR INGROUND SPA EQUIPMENT:**
 - a. **COVERAGE INCLUDES:** Above ground components and parts of the heating, pumping, and filtration system including: Pool Sweep Motor and Pump; Pump Motor; Blower Motor and Timer; Plumbing Pipes and Wiring; Plumbing; Electrical; Heat Pump. Pool/Spa combined equipment is covered, and if the equipment is not combined, then each Pool/Spa will be covered separately.
 - b. **COVERAGE DOES NOT INCLUDE:** Storable Pools; Portable or above ground Spas or Hot Tubs; Costs of gaining access to Pool and Spa Equipment; Lights; Liners; Jets, Ornamental Fountains and Waterfalls including their Pumping Systems; Auxiliary Pumps; Pool Cover and Related Equipment; Fill Line and Fill Valves; Built-in detached Cleaning Equipment including: Pool Sweeps, Pop-up Heads, Turbo Valves, Skimmers, Chlorinators, and Ionizers; Fuel Storage Tanks; Disposable Filtration Mediums; Multi-media Centers; Dehumidifiers; Salt Water Generators and related components.

3. **WELL PUMP:**
 - a. **COVERAGE INCLUDES:** All components and parts of Well Pump utilized as a source of water to the HOME, including access, diagnosis and repair.
 - b. **COVERAGE DOES NOT INCLUDE:** 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 or Storage Tanks; Pressure Tanks; Booster Pumps; Re-drilling of Wells; Well Pump and all Well Pump components for Geothermal and/or Water Source Heat Pumps; Radon or other water quality issues (e.g. Radon sediment); Well Pumps installed more than fifteen (15) years from the manufacture date until the failure report date. Date of manufacture can be found within the COVERED EQUIPMENT serial numbers and decoded based upon the manufacturer.

4. **WATER SOFTENER:**
 - a. **COVERAGE INCLUDES:** All components and parts not specifically excluded.
 - b. **COVERAGE DOES NOT INCLUDE:** Leased or Rented Units; Softening Agents.

5. **SEPTIC SYSTEM:**
 - a. **COVERAGE INCLUDES** Sewage Ejector Pump; Jet Pump; Aerobic Pump; Septic Tank Line from the HOME.
 - b. **COVERAGE DOES NOT INCLUDE:** Leach, Lateral and Field Lines; Tile Fields; Leach Beds; Capacity Insufficiency; Clean Out; Pumping.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [toll free #]**

6. **GUEST UNIT:**
 - a. **COVERAGE INCLUDES:** All applicable Appliances in the Appliance Category or Systems in the Home System Category included in YOUR CONTRACT.
 - b. **COVERAGE DOES NOT INCLUDE:** All exclusions listed in the applicable Appliance category or Home System category.

7. **GUEST HOME:**
 - a. **COVERAGE INCLUDES:** All applicable Appliances in the Appliance Category or Systems in the HOME System Category included in YOUR CONTRACT.
 - b. **COVERAGE DOES NOT INCLUDE:** All exclusions listed in the applicable Appliance category or Home System category.

SAMPLE

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [toll free #]**

ADDITIONAL BENEFITS

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

YOUR plan offers Additional Benefits if BREAKDOWN occurs to a qualifying, covered system that leaves YOUR HOME uninhabitable, and YOU are required to leave the dwelling. YOU must contact US directly and WE will determine if YOUR BREAKDOWN qualifies for emergency service and/or hotel reimbursement. All other Terms, Conditions and Exclusions of YOUR CONTRACT apply.

ADDITIONAL BENEFITS:

Hotel reimbursement is available for failures relevant to COVERED EQUIPMENT for YOUR Cooling System, Heating System, Electrical System or Plumbing repairs that leave YOUR dwelling uninhabitable as determined by US and described under section 4.a. **"EXPEDITED SERVICE REQUESTS: EMERGENCY."**

If WE cannot complete authorized required repairs within twenty-four (24) hours of dispatching a service professional relevant to the dwelling of record, WE will reimburse YOU up to One-Hundred and Fifty (\$150) dollars per night of a hotel room, for up to a maximum of three (3) nights on a qualified hotel stay per authorization occurrence. The following stipulations apply:

- a. YOU must obtain authorization by calling the toll-free number provided in this SERVICE CONTRACT.
- b. To obtain reimbursement for authorized hotel stays, YOU must mail to the address listed on YOUR DECLARATIONS PAGE the original hotel receipt with dates corresponding to a covered BREAKDOWN previously authorized by US. Retain a copy of the receipt for YOUR records.
- c. The ADMINISTRATOR will mail a reimbursement check no later than forty-five (45) days after the receipt for a qualifying stay has been received by US.
- d. The limit of liability for hotel reimbursement(s) is Five-Hundred dollars (\$500) per CONTRACT Term.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [CLAIMS # AND TOLL-FREE CLAIMS #]**

CONTRACT PERIOD AND COVERAGE ELIGIBILITY PERIOD

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

The COVERAGE PERIOD for YOUR CONTRACT:

Claims incurred during the WAITING PERIOD or prior to the CONTRACT Effective Date are not covered under this CONTRACT.

COVERAGE: Begins after the WAITING PERIOD time listed on YOUR DECLARATIONS PAGE and continues until the CONTRACT Expiration Date. Subsequent CONTRACT renewals will not be required to meet the WAITING PERIOD conditions.

MONTH TO MONTH PROVISIONS: No person has the authority to change this CONTRACT or to waive any of its provisions. However, this CONTRACT is optionally renewable on a monthly basis by US or YOU. YOU may renew by paying the PLAN FEE as shown on the DECLARATIONS PAGE. Either WE or YOU may choose not to renew a CONTRACT, in such case, WE will provide YOU with notice; YOU are not required to provide prior notice. The WAITING PERIOD shall not apply for RENEWAL TERMS. RENEWAL TERMS begin upon expiration of the previous CONTRACT term and continue for one (1) month provided the PLAN FEE is received by US within [thirty-five (35)] days after expiration. The series number of YOUR CONTRACT changes every month to reflect the Renewal Effective Date. If YOU wish to receive a DECLARATIONS PAGE for subsequent months, please contact YOUR SELLER. This CONTRACT may be non-renewed by US for any reason provided.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [toll free #]**

LIMIT OF LIABILITY

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

OUR liability shall be limited to the reasonable costs for repairs or replacement of any COVERED EQUIPMENT. YOU will be responsible for the cost of all repairs that exceed the total limit of liability under this CONTRACT. WE are not required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR COVERED EQUIPMENT. The total limit of liability for the CONTRACT PERIOD for all claims and benefits shall be governed by the amounts and other terms provided on the DECLARATIONS PAGE.

Limit of Liability for each equipment group: the maximum amount WE will pay during the CONTRACT PERIOD for each of the COVERED EQUIPMENT groups covered by YOUR CONTRACT.

SAMPLE

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [toll free #]**

CLAIM REVIEW ESCALATION & FINANCIAL SECURITY

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

CLAIM REVIEW ESCALATION:

YOUR experience matters to us. If YOU believe YOUR claim was wrongfully denied or not properly resolved, YOU may have YOUR claim further reviewed by completing the online form at <https://americanautoshield.com/dispute-resolution> within ninety (90) days of the ADMINISTRATOR'S claim decision. WE will review YOUR concerns and attempt to contact YOU as soon as possible but no later than three (3) business days to discuss YOUR claim.

FINANCIAL SECURITY:

OUR obligations under this CONTRACT are insured by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, Florida 33742 ("Insurer"). If WE fail to perform or make payment under the terms of the CONTRACT within sixty (60) days after YOU request performance or payment, YOU may apply directly to the Insurer. Please call 866-306-6694 for instructions. Consult the "Individual State Variance Requirements" at the end of YOUR CONTRACT to determine if YOUR state has any variances to the above.

SAMPLE

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CALL [CLAIMS # AND TOLL FREE CLAIMS #]**

CANCELLATION

Endorsement

THIS ENDORSEMENT ATTACHES TO YOUR CONTRACT

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR at 14033 Denver West Parkway, Suite 200, Lakewood, CO 80401 and submitting a request to cancel the CONTRACT, or as otherwise required by law.
 - a. If cancelled within the INITIAL TERM of the CONTRACT, which is **one (1) month** from the original CONTRACT Effective Date, and if no claim has been made, YOU will receive a full refund of the amount paid for the INITIAL TERM. If a claim has been made, the refund amount shall equal the greater of the amount paid for the INITIAL TERM, minus the amount of the claim paid or zero.
 - b. If cancelled within a RENEWAL TERM, YOU will receive a pro rata refund based upon the number of days in force compared to the total number of days in that RENEWAL TERM, less claims paid and less the cancellation fee listed on YOUR DECLARATIONS PAGE, subject to state specific information provided in the "Individual State Variance Requirements" Endorsement.
2. YOU may non-renew this CONTRACT by either notifying US or by failing to make YOUR RENEWAL TERM payment within thirty-five (35) days of the CONTRACT payment due date. Either method of non-renewal will be considered a valid and automatic termination of the CONTRACT by YOU and no written notice of YOUR termination will be provided by US.
3. The ADMINISTRATOR may immediately cancel this CONTRACT for fraud or misrepresentation by YOU when purchasing this CONTRACT, or misrepresentation by YOU when submitting a claim. If the ADMINISTRATOR cancels this CONTRACT, the refund will be calculated according to section 1.b. of this Cancellation Endorsement.

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CALL [toll free #]**