

TERMS AND CONDITIONS
NOTICE: This is not an Insurance Contract.

Please read this **Contract** carefully, as it describes the protection **You** will receive in return for **Your** payment of the **Contract Purchase Price**. You must keep this **Contract**, **Your** sales invoice or receipt for the product **You** purchased. They are integral parts of this **Contract** and **You** may be required to produce them in order to obtain service. **You** must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Schedule above to determine the term of this **Agreement**.

SECTION 1. IMPORTANT INFORMATION

It is hereby agreed that in consideration of the fee(s) paid, **We** will provide coverage for the authorized repair or replacement of the **Covered Items** described in this **Contract**, when such **Covered Items** become inoperative due to **Operational Failure** during coverage periods. This **Contract** is subject to the limitations and provisions as set forth herein and any amendatory endorsements attached hereto. The **Administrator** assumes no obligation or liability that does not appear in this **Service Contract**. Please refer to the certificate of coverage for **Your** name, covered **Residence** address, coverage dates, coverage plan, options, and fees.

SECTION 2. DEFINITIONS

- **Administrator:** Great American Home Warranty, PO BOX 961, OFALLON, IL 62269 1- 877-630-6040.
- **Contract, Service Contract:** This document in its entirety.
- **Cost(s):** The actual reasonable cost for repair or replacement of **Covered Items** or their **Parts and Components** when the repair or replacement is made necessary by **Operational Failure** during the **Contract** term.
- **Covered Item(s):** Property subheadings listed in "SECTION 3. COVERED ITEMS" and "SECTION 4. OPTIONS," for which this **Contract** provides coverage, subject to the terms and conditions herein.
- **Emergency Repairs:** Repairs necessary outside **Administrator's** business hours that are due to the loss of heating or cooling, loss of plumbing, substantial loss of electrical service, or any other conditions that render a dwelling uninhabitable.
- **Exterior:** The area outside of the **Perimeter**.
- **Interior:** The area inside of the **Perimeter**.
- **Obligor, Provider, We, Us, Our:** The company obligated under this **Contract**. Great American Home Warranty, PO BOX 961, OFALLON, IL 62269 1- 877-630-6040.
- **Operational Failure(s):** A mechanical breakdown due to normal wear, tear, and use, resulting in the failure of **Parts and Components**.
- **Parts and Components:** The elements of any **Covered Item** of the **Residence** that either are located within the **Interior**, are considered part of the **Interior**, or belong to covered pool/spa equipment, water well pumps, or air conditioning units.
- **Perimeter:** The internal boundary of the **Residence** that ends at the external walls to the sides, the roof above, and the foundation line, slab, or lowest man-made flooring of the premises below.
- **Renewed Contract:** A **Contract** for a **Residence** that has been covered by a previous service contract.
- **Residence:** The single-family dwelling covered by this **Contract**, which is used for residential purposes only. A dwelling unit is a residential area that contains no less than the following: sleeping quarters, a bathroom, a kitchen area, and a separate entryway to the unit (cannot exceed five thousand (5,000) total livable square feet per residential dwelling unit, without prior approval). Any unit that does not meet the above defined minimums or exceeds the maximums shall not be covered. The **Residence** includes the primary physical structure, as well as attached garages that share a connecting wall with the dwelling. A Residence may be a condominium unit.
- **You, Your:** The **Contract** holder.

SECTION 3. COVERED ITEMS

If any **Covered Items** in the list below suffers an **Operational Failure** during the term of this **Service Contract**, **We** will pay for the repair or replacement of the **Covered Item**, subject to the terms and conditions herein.

3.1 CENTRAL HEAT SYSTEM

COVERED: Furnace unit and heat pump, accessible ductwork, fireplace gas burner unit, and thermostat controlling equipment for furnace and air conditioner, permanently mounted non-ducted heaters, humidifiers, dehumidifiers, electronic air filtering devices, and attic and exhaust fans.

NOTE: We will pay no more than two thousand five hundred dollars (\$2,500.00) for this Covered Item per Contract term. Additionally, We will pay no more than one thousand five hundred dollars (\$1,500.00) per Contract term for access, diagnosis, and repair or replacement of any glycol system, self-contained package unit, or domestic hot water system (boiler), or geo-thermal system. For failures due to rust, sediment, or corrosion:

(a) We will pay no more than one thousand dollars (\$1,000.00) per Contract term; (b) no coverage will be

provided for units older than thirteen (13) years, measured from the unit manufactured date; and (c) no coverage will be provided within the first thirty (30) days from the effective date of this Contract.

NOT COVERED: All coal and wood burning equipment, conversions from coal to gas or coal to oil systems, oil storage tanks, fuel oil lines, space heaters, chimneys, fireplaces, flue liners, air filters, gas logs.

3.2 CENTRAL AIR SYSTEM

COVERED: Central air unit not to exceed five (5) tons, refrigerated and evaporative cooler, heat pump(s), water cooling storage tanks, and thermostat controlling equipment for furnace and air conditioner, and attic and exhaust fans.

NOTE: We will pay no more than two thousand five hundred dollars (\$2,500.00) for this Covered Item per Contract term. We will pay no more than twenty dollars (\$20.00) per pound for refrigerant. Additionally, We will pay no more than one thousand five hundred dollars (\$1,500.00) per Contract term for access, diagnosis, and repair or replacement of any self-contained package unit or geo-thermal system. For failures due to rust, sediment, or corrosion:

(a) We will pay no more than one thousand dollars (\$1,000.00) per contract term; (b) no coverage will be provided for units older than thirteen (13) years, measured from the unit manufactured date; and (c) no coverage will be provided within the first thirty (30) days from the effective date of this Contract.

NOT COVERED: Well pump and well pump components for geothermal or water source heat pumps.

3.3 DUCTWORK

COVERED: Ducts from heating or cooling unit to point of attachment at registers or grills, flex ductwork, and costs related to accessing ductwork through unobstructed walls, ceilings, or floors.

NOTE: In the event of a covered claim requiring ductwork, We will cover costs to return the access opening to a rough finish condition. We will pay no more than five hundred dollars (\$500.00) per Contract term for concrete encased ductwork.

3.4 PLUMBING

COVERED: Piping: gas, hot and cold water, drain and waste lines, vent, branch, and riser lines. Plumbing Component Parts: fixtures, faucets, shower heads, toilets, and tubs, as well as wax ring seals, trip levers, risers, and in-line shut-off or supply valves leading into sinks, toilets, or tubs. Sump Pumps: all **Parts and Components** of the primary unit, except those listed below. Whirlpool: motors and jets. Sewage Removal Pump: All **Parts and Components**, except those listed below. Coverage is limited to one (1) ejector pump unit or one mounted grinder pump unit only. Domestic Water Softeners: All **Parts and Components**. Other: costs related to clearing septic and drain line stoppages, and costs related to accessing plumbing systems through unobstructed walls, ceilings, or floors.

NOTE: In the event of a covered claim requiring plumbing work, We will cover costs to return the access opening to a rough finish condition. We will pay no more than five hundred dollars (\$500.00) per Contract term for concrete encased plumbing. We will pay no more than five hundred dollars (\$500.00) per Contract term for repairs or replacements due to polybutylene line leaks. If a sewer cable can clear a septic or drain line stoppage through an existing, accessible ground-level clean-out point, such as the main line, removable p-trap (branch line), or the drain line to the street, We will cover the cost of the sewer cable service, subject to the terms and conditions herein.

NOT COVERED: Water filters; waste water filters; water purification systems; lines, pipes, or connectors belonging to covered pumps; any water well system; shower base pans; shower enclosures or doors; sinks; tubs; instant hot water devices; drain tile; iron filters; lawn sprinkler systems; drain fields; leach beds; cesspools; energy conservation unit flues and vents; saunas; standalone jacuzzi-type tubs; whirlpool tubs; main body of bathtub enhancement units; main body; caulking; grout; tiles; aerator systems for treating sewage and aerator system components; septic or drain-line stoppages that cannot be cleared with a sewer cable through an existing, accessible ground-level clean-out point; or failures due to screws, nails, vegetation roots, rust, sediment, or corrosion.

3.5 ELECTRIC

COVERED: Wiring main service panel, sub-panels, receptacles, outlets, switches, fuse boxes, breakers, and electric wiring to central heating and cooling systems, doorbell, and permanently mounted lighting fixtures and ceiling fans.

NOTE: We will pay no more than five hundred dollars (\$500.00) per Contract term for repairing or replacing the wiring main service panel.

NOT COVERED: Fixtures commonly known as chandeliers; audio/video surveillance systems; intercom systems; monitors working in conjunction with the doorbell system; telephone wiring; hobby items; generators or other items that are gas-fueled, oil fueled, battery-powered, or considered antique (fifty (50) years of age or older).

3.6 WATER HEATERS

COVERED: Electric, Gas, or Tankless Water Heaters: All **Parts and Components**.

NOTE: For failures due to rust, sediment, or corrosion, no coverage will be provided within the first thirty (30) days from the effective date of this **Contract**.

NOT COVERED: Oil, solar, or solar-assisted water heating units; units with a capacity of over one hundred (100) gallons.

3.7 KITCHEN REFRIGERATOR

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Icemakers, ice crushers, water and ice dispensers, shelves, thermal shells, and doorliner.

3.8 DISHWASHER

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Rollers.

3.9 FOOD WASTE DISPOSER

COVERED: All **Parts and Components**. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Stoppage, damage, or failure caused by material other than food.

3.10 COOKING RANGE/OVEN/COOKTOP

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Box, door glass, lights, rotisseries, timers that do not affect the functions of the oven, sensi-heat burners, filters, and magnetic induction ranges/ovens/cooktops. Cracking of glass-top ranges or cooktops.

3.11 TRASH COMPACTOR

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Removable buckets.

3.12 OVER THE RANGE OR BUILT-IN MICROWAVE

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Door glass, cavity lining, clocks, lights, shelves, rotisseries, meat probe assemblies, countertop microwaves.

SECTION 4. OPTIONS

The following options are available at the time this Service Contract is sold. Desired options must be selected at the time of sale for corresponding benefits to apply. Please see descriptions below.

4.1 CLOTHES WASHER AND DRYER

COVERED: All **Parts and Components**, except those listed below.

NOT COVERED: Venting, lint screens, rails, plastic mini- tubs, soap dispensers, and filter screens.

4.2 ALL SWIMMING POOL/SPA EQUIPMENT OPTIONS

COVERED: All **Parts and Components** of the heating, pumping and filtration system, blower, pool sweep motor, and pump.

NOTE: The Swimming Pool/Spa Equipment option provides coverage for a swimming pool and any covered **Parts and Components** that it shares with a spa. If **Your** spa is a stand-alone spa, **You** must select and pay for the Stand-Alone Spa Equipment option for coverage to apply to **Your** stand-alone spa. **NOT COVERED:** Lights; liners; concrete encased or underground electrical wiring; plumbing or gas lines; any mechanism used in association with a waterfall, fountain, or any other attachment not associated with the primary function of the covered equipment; structural defects; solar equipment; jets; fuel storage tanks; built-in or detachable cleaning equipment including pop-up heads, turbo valves, and stand-alone pool cleaning devices.

4.3 STAND-ALONE ICE MAKER

COVERED: All **Parts and Components** of a freestanding or under the counter ice maker that is not incorporated into a refrigerator or freezer, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Ice crusher, plastic buckets, thermal shells, door liner.

4.4 REFRIGERATOR ICE MAKER

COVERED: All **Parts and Components** of an ice maker that is incorporated into a refrigerator or freezer, except those listed below. Coverage is limited to one (1) kitchen unit only.

NOT COVERED: Ice crusher, plastic buckets, thermal shells, door liner.

4.5 ADDITIONAL REFRIGERATOR OR FREEZER

COVERED: All **Parts and Components**, except those listed below. Coverage is limited to one additional refrigerator or freezer unit, which is separate from the kitchen refrigerator covered in 3.7.

NOT COVERED: Icemakers, ice crushers, shelves, water and ice dispensers, thermal shells, door liners, or walk-in freezers.

4.6 **GARAGE DOOR OPENER**

COVERED: All Parts and Components, including touch pads, transmitters, hinges, and springs.

NOT COVERED: Remote controls.

4.7 **CENTRAL VACUUM**

COVERED: Motor, relay, switches, and wiring.

NOTE: We will pay no more than four hundred dollars (\$400.00) per Contract term for access, diagnosis, and repair, or replacement.

NOT COVERED: Attachments, hoses, panels, powerhead assembly, secondary units, and structural components. Clogged lines.

4.8 **WATER WELL PUMP**

COVERED: All Parts and Components of the pump, motor, tank, and shaft.

NOTE: We will pay no more than one thousand five hundred dollars (\$1,200.00) per Contract term for access, diagnosis and repair, or replacement.

NOT COVERED: Above or underground piping, cable or electrical lines leading to and from the well pump, including those that are located within the well casing, well casings, pumps that service buildings other than the Residence, pressure switches not located on the pump- booster pumps, well pump and all well components for geothermal or water source heat pumps.

SECTION 5. LIMITS OF LIABILITY

The total of all benefits that will be paid under this Service Contract will not exceed ten thousand dollars (\$10,000.00). Coverage is limited to one thousand dollars (\$1,000.00) per Covered Item, except as specifically indicated otherwise in this Contract. There may be other monetary limits for specific Covered Items or specific Parts and Components of those Covered Items, as noted in the appropriate section. Costs for any Covered Item will not exceed any specified limits, whether the Covered Item is repaired or replaced. If We decide to replace a Covered Item, yet You request that Covered Item be repaired instead, We will honor that request, but the individual coverage limit for that Covered Item will be considered met for the remainder of the Contract term, once the requested repair is complete. Once the aggregate limit of liability for the life of this Contract has been reached, this Contract and all benefits, including transfer and cancellation rights, terminate.

SECTION 6. WHAT THIS CONTRACT DOES NOT COVER

Property, equipment, and services not specifically listed as covered (or listed as not covered) are not covered. In addition, this Service Contract does not cover the following:

1. Covered Items or Parts and Components that were not in proper working order on the Contract sale date (i.e. pre-existing conditions).
2. Costs of correcting faulty workmanship, improper installation, or any failure or damage caused by improper installation to any Covered Item by any person or party, either before or after issuance of this Contract.
3. The costs of disposing of any replaced Covered Items or Parts and Components, coolant recovery fees, or other environmental fees or charges.
4. The cost of correcting any code violations (local, state, or federal), upgrades to any Covered Item made necessary because of code violations, or costs of obtaining permits.
5. Defects in any Covered Item or their Parts and Components due to the manufacturer's errors or improper construction.
6. Any Operational Failure covered by any other collectible insurance, homeowner insurance policy, warranty, guarantee, or other coverage available to You.
7. Any Operational Failure that occurred prior to the non- timely receipt of payment of Contract fees.
8. Any repair or replacement that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.
9. Damage caused by fire; wind; freezing; hail; sleet; snow; ice or water back-up due to ice; explosions; riots; civil commotion; aircraft; vehicles; smoke; vandalism; malicious mischief; glass breakage; theft; burglary; falling objects; weight of ice or snow; discharge of water or steam from plumbing, heating, air conditioning systems, or appliances; war or any act of aggression; acts of God; accidents due to negligence or misuse; nuclear contamination; flood; surface water; waves or tidal waves; earthquakes; landslides; mud flows; seepage; rot; dry rot; condensation; lightning; or destruction caused by rodents, termites, insects or vermin.
10. Damage that does not cause Operational Failure to any of the Parts and Components of Covered Items.
11. Failure due to rust, sediment, or corrosion, except as otherwise indicated.
12. Electrical surges, excessive or inadequate voltage, power failure or shortage, electricity generators, or damage caused by electricity generators.
13. Conditions of excessive, low, reduced, or insufficient water pressure or water flow; water line blockages;

mechanical failures resulting from lack of water; repair of piping damage caused by screws, nails, or vegetation roots; digging new/deeper wells or re-drilling wells; shared water wells; hydro-jetting; discolored or impure water.

14. Any systems damage or malfunction due to lack of capacity, failure to maintain the temperature in the Residence above freezing, or incorrect use or contamination of fuel or energy.
15. Damage to the physical structure of the Residence including, but not limited to, bearing walls, walls, roof, roof supports, structural floor base, foundation or slabs, and ceilings except where specifically identified as covered.
16. Costs associated with cosmetic texture, paint, or tile work or any other repairs to walls, floors, or ceilings, beyond returning them to a rough finish condition after repairs to plumbing or ducts.
17. Fees associated with new installation hook-ups to city or municipal sewage systems or other utilities.
18. Covered Items or any Parts and Components that have been abused, misused, or used to perform unusual or abnormal functions.
19. Cabins, boarding houses, dormitories, fraternities, sororities, other cooperatives, mobile homes not permanently attached and without metered utilities, and apartments with written leases less than one (1) year.
20. Any incidental or consequential property damage, including but not limited to damage to automobiles or clothing.
21. Lost time, lost data, or failure to provide timely service due to conditions beyond Our control, including, but not limited to, part or equipment delays and labor difficulties.
22. Any of the following, except as otherwise indicated elsewhere in this Contract: Cabinetry, light bulbs, plastic, porcelain or enamel parts, finishes, knobs, dials, hinges, lock and key assemblies, handles, racks, baskets, probes or rotisseries, or trim or other appearance parts.
23. Portable units.
24. Temporary repairs not intended to fully resolve the cause of Operational Failure.
25. System resets, maintenance, maintenance inspections, cleaning, lubrication services, pumping of septic tanks, capacity increases for any system, or adjustments of covered property.
26. Food spoilage.
27. Commercial structures or space and any properties where commerce occurs.
28. Commercial equipment and equipment that services commercial space, even if it simultaneously services covered residential unit(s).
29. Leased, rented, or custom-built systems or equipment.
30. Costs associated with the installation or delivery of kitchen appliances.
31. Equipment, Covered Items, or systems that are owned by a condominium association, designated for use in condominium common areas, or that serve more than one
32. condominium unit.
33. Detached garages, garages not sharing a wall with the dwelling, or garages attached to the dwelling only by roofing.
34. Out buildings, site improvements, or any grounds surrounding the Residence.
35. Any Exterior system or equipment, including the Exterior of condominiums, as well as any systems or equipment located outside the Perimeter. This exclusion does not apply to covered pool/spa equipment, water well pumps, or air conditioning units resting on man-made flooring outside the Perimeter.
36. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

SECTION 7. OBTAINING SERVICE

7.1 REQUIRED NOTICE

You shall give notice to **Administrator** of any occurrence of any failure that may be covered by **Administrator** within forty-eight (48) hours of discovery. You shall take every precaution to protect the property from further damage until the necessary repair or replacement is authorized by **Administrator** and is completed. You must notify **Administrator** of any **Operational Failure** prior to actual repair or replacement. We shall not be liable for any **Costs** unless said notice is given prior to the expiration of **Your** coverage, regardless of when the **Operational Failure** occurred.

7.2 REQUESTING SERVICE

When service is needed, please call **Administrator** 1-877-630-6040, Monday through Friday, 8 am – 7 pm Central Standard Time. Outside of these hours or on holidays, You will be able to leave a voice mail message twenty-four (24) hours per day, seven (7) days per week. At **Your** discretion, You may utilize a licensed and insured service provider of **Your** choice. You and the repair technician shall provide **Administrator** with sufficient information as to the cause and nature of the occurrence, as well as other pertinent information relating to the claim to the best of **Your** knowledge and belief. This information may also include estimates relating to repair or replacement of the

Parts and Components that failed. **Administrator** reserves the right to request additional opinion(s). **Administrator** must speak with the technician and authorize and approve all work prior to repairs for coverage to apply, except in the case of **Emergency Repairs**. If **Emergency Repairs** are necessary, **You** are responsible for providing authorization to the technician. In such a case, **You** must pay for any expenses and seek reimbursement from **Us**. Industry-standard overtime rates and emergency labor rates are paid at the discretion of the **Administrator**.

7.3 WHAT WE WILL DO WHEN A CLAIM IS REPORTED

Provided **You** call **Administrator** during **Administrator's** regular business hours, **Administrator** will attempt to contact an authorized representative and arrange a service call within two (2) business days. If **You** call outside **Administrator's** business hours, **Administrator** will begin this process within two (2) business days from the start of the next business day. **Administrator** has the sole right to determine if **Covered Items** or any of their **Parts and Components** should be repaired or replaced. In the event of repairs, non-original manufacturer's parts may be used to make repairs, at **Administrator's** discretion. In the event of replacement, **Administrator** will provide for replacement with **Parts and Components** or equipment of similar dimensions and like kind and quality, but not necessarily with the same brand, color, or custom features. If a **Covered Item** is non-repairable due to the **Operational Failure** of **Parts and Components** that are unavailable, **Administrator** is not responsible for replacement of the entire **Covered Item**; **We** will be obligated only to make a reasonable payment based upon the value of installing comparable **Parts and Components** that are available, subject to any per occurrence or aggregate maximums.

NOTE: Coverage is provided under the terms and conditions of this **Contract**, and not according to the interpretations or opinions of the retailer, technician, or service provider. Any retailer, technician, service provider, or home inspection companies or inspection personnel are not **Our** agents.

7.4 DEDUCTIBLE AND SERVICE CALL FEES

For all covered repairs on each trade service call, **You** will pay a deductible of one hundred dollars (\$100.00), or the actual cost of the repair, whichever is less, to the service provider. If a covered repair is required on the same covered property as a prior claim that occurred within the last thirty (30) days, **We** agree to waive **Your** obligation to pay this deductible for that service call.

If no **Operational Failure** or other defect covered by this **Contract** is discovered or repaired during a service call, **You** are responsible for the entire service call fee. **You** will also pay the service call fee for each call dispatched in events such as the following: **You** fail to be present at the scheduled time of the trade service call, **You** cancel a call when technician is in route to **Your** home, or **You** cancel a call after the technician has already arrived at **Your** home.

Your payment must be made prior to completion of each service call, including trade service calls where coverage was granted, excluded, limited, or denied in whole or in part. **We** have the option to suspend this **Contract** for non-payment of deductibles or service call fees until such time as payment is received.

7.5 REIMBURSEMENT REQUIREMENTS

You may be required to pay the service provider directly and seek reimbursement from **Us** if the service provider will not bill **Us** directly or in the event of **Emergency Repairs** performed outside **Administrator's** business hours. Reimbursement requests covered under this **Contract** must be submitted to **Administrator** within sixty (60) days once the claim is authorized. **You** must submit any documents requested, including, but not limited to, any documents showing proof of **Cost** or invoices showing payment. **We** will reimburse **You** for **Your** approved coverage within 30 days of receipt of a paid invoice from the service provider or other proof of payment acceptable to **Us**.

7.6 OTHER INSURANCE, WARRANTY, OR GUARANTEE Should **Administrator** deem it necessary, **You** shall supply **Administrator** with all requested information with regard to manufacturer warranties on all appliances and systems prior to **Our** payment for the repair or replacement.

SECTION 8. BUILDING CODES

Neither the cost of bringing any **Covered Item** up to code nor the cost of obtaining permits is a covered expense. When restoration of a **Covered Item** to original condition is not permitted by zoning, building codes, or any other law, or if the code requires upgrades, permits, or other non-covered fees, **We** will not be liable for the additional material, labor, or expenses. When code corrections are necessary prior to repair or replacement, **You** shall be responsible for making the corrections, and **We** shall have no obligations to pay for that repair or replacement until the corrections have been made. When permits cannot be obtained due to code violations, **We** will have no obligation to pay for repair or replacement of affected **Covered Items** until the violations have been remedied in full.

SECTION 9. RIGHTS TO RECOVERY

In the event of any payment under this **Contract**, **We** shall be subrogated to all of **Your** rights of recovery against any person or organization. Said rights shall include, but are not limited to, access to all inspection reports, listing agreements, offers to purchase and acceptance, deeds or other instruments of conveyance or transfer, and any and all oral

representations made by builders or builders' representatives. **You** shall provide instruments and documents and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice such rights. **We** shall not be bound to pay any **Costs** if **You** have impaired any right of recovery for said **Cost**.

SECTION 10. CANCELLATION

CANCELLATION BY THE ADMINISTRATOR

The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price. This includes misrepresentation/fraud by **You** in reporting an **Operational Failure** or the amount of the **Cost**. Collusion between repair personnel and **You** to defraud the **Obligor** or the **Administrator** shall be construed as misrepresentation.

CANCELLATION BY THE CONTRACT HOLDER

You may cancel this **Service Contract** at any time by notifying the **Administrator** in writing. This notification must include **Your** name, address, contract number, date, and signature.

CANCELLATION PROVISIONS

If the **Administrator** receives **Your** written request to cancel this **Contract** within the first sixty (60) days of the covered term, the **Administrator** will refund the full purchase price of the **Service Contract**, less the cost of any claims paid. If the **Administrator** receives **Your** request to cancel this **Contract** after the first sixty (60) days past the **Contract** sale date, **You** will receive a pro rata refund, less the cost of any claims paid and less a cancellation fee of fifty dollars (\$50). If this **Contract** is cancelled by the **Administrator** at any time, **You** will receive a full refund of the price **You** paid for this **Service Contract**, less the cost of any claims paid.

NOTE: If **Your Residence** retains a warranty from the builder or has not been occupied prior to the **Contract** sale date, **You** will receive a full refund if cancellation occurs prior to the beginning of the **Contract** term. Transferred **Service Contracts** are not eligible for cancellation refunds.

SECTION 11. TRANSFER/RENEWAL

TRANSFERS

If ownership and legal title of the **Covered Residence** is transferred during the **Contract** term, the coverage afforded under the terms and conditions of this **Contract** may be transferred to the new home owner for the remainder of the **Contract** term, unless **Your Residence** retains a warranty from the builder or **Your Residence** has not been occupied prior to the **Contract** sale date. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of fifty dollars (\$50) and the name of the new owner. The assignee takes the **Contract** on the same terms, conditions and expiration date as the assignor. Call 1-877-630-6040 to request a transfer of coverage form; transfer of coverage will be processed once **Administrator** receives this form.

NOTE: If **Your Residence** retains a warranty from the builder or has not been occupied prior to the **Contract** sale date, this **Contract** is not eligible for transfer to ensuing owners.

RENEWALS

This **Contract** may be renewed at the sole discretion of the **Administrator**. If the **Administrator** elects to renew **Your Contract**, **You** will be notified of the plan fee and terms for the renewal during the tenth month of **Your Contract** term. **Your** first payment for the next **Contract** term will serve as **Your** final authorization for another **Contract** term.

Section 12. INSURANCE

This **Contract** is not insurance. Obligations of the **Provider** under this **Contract** are guaranteed under a service contract reimbursement insurance policy provided by Technology Insurance Company, Inc. (Insurer) 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-505-4048. If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly to the Insurance Company at the address and/or phone number listed above. Please enclose a copy of this **Contract** when sending correspondence to the Insurance Company.

Section 13. PRIVACY POLICY

You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under this Agreement. This may include transferring **Your** data to affiliated companies or third party service providers in accordance with Our [Privacy Policy](#). Except for the purposes of providing services in this **Contract**, **We** will not share **Your** information with third parties without **Your** permission and **We** will comply with applicable privacy and data protection laws in **Your** specific jurisdiction.