

## KEY TERMS:

Throughout this document, “You” and “Your” refer the Agreement Holder listed on the cover page. “We”, “Us”, “Our”, and “Administrator” refer to National Product Care Company except in Arizona, Florida, Oklahoma, and Wisconsin where it is **Service Saver, Incorporated (license #80173 for Florida)**, [P.O. box 1539, Golden, CO. 80402] Phone # - [1-800-504-7849]. In addition, when in bold certain words and phrases are defined as follows:

**Agreement** means this document. It describes the terms, conditions, and exclusions (benefits We do not cover) that apply. The Service Agreement is the entire **Agreement** between You and Us.

**Breakdown** means a mechanical failure covered by this **Agreement** of the covered components or appliances to perform their fundamental operation(s) in normal service.

### A. COVERAGE

In return for payment by You of the **Agreement** Charge and subject to all terms of this **Agreement**, We agree with You to provide coverage as stated in this **Agreement**.

Coverage under this **Agreement** is only valid after Our acceptance and receipt of payment.

During the coverage term, subject to a \$50 service fee per visit, We agree, in the event of a covered **Breakdown**, to arrange for a qualified service provider to repair or replace the appliances located within Your primary dwelling listed on the Cover Page.

Single family home or condominium or townhouse or mobile home built on a permanent foundation less than 5,000 square feet is eligible for coverage.

### B. COVERAGE TERM

Coverage begins thirty (30) days after the purchase date and continues for the **Agreement** term indicated on the cover page. Payment is due to Us at the time of purchase and must be received by Us for Your coverage to be effective.

### C. WHAT IS COVERED UNDER YOUR AGREEMENT

Your **Agreement** covers parts and labor to repair or replace the appliance(s) covered by this **Agreement**. Your appliance(s), which are covered by this **Agreement**, are indicated on the cover page.

### D. YOUR RESPONSIBILITIES REGARDING SERVICE

In the event of a covered **Breakdown** under this **Agreement**, You must:

1. Notify Us as soon as possible or within ten (10) days by calling toll free [1-800-504-7849] Monday through Friday 8 am to 10 pm EST or Saturday 9:15 am to 6 pm EST.
2. Allow Us to arrange for a qualified service provider to diagnose and repair or replace the covered appliance.
3. Insure that an adult will be present at the time of scheduled service.
4. Provide a non-threatening and safe environment in all circumstances.
5. Provide access to the covered appliance.
6. Cooperate and assist Us in any matter concerning a covered **Breakdown**.
7. Take every precaution to protect the failed appliance until We authorize the necessary repair or replacement and the work is completed.

**NON-EMERGENCIES:** Meaningful service will be initiated and completed as soon as reasonably possible. Service will be scheduled during normal business hours. You may be responsible for the additional costs for any non-emergency hours, i.e. overtime charges.

**EMERGENCIES:** We will consider a request for service to be an emergency only if, in Our opinion, the **Breakdown** renders Your home uninhabitable. In such an emergency, notify Us as soon as possible by calling the above number anytime, 24 hours a day, 7 days a week. In the event We determine that a **Breakdown** has created an emergency, service will be requested immediately. Once service is initiated, it will be completed as soon as reasonably possible.

Documentation and any correspondence can be sent to Us at [P.O. box 1540, Golden, CO. 80402]

### E. COVERAGE DESCRIPTION

**APPLIANCES (up to two of each covered appliance):** Only appliances listed on Your Cover Page are eligible for coverage under this **Agreement**.

**Covered:** All components and parts, excepted as noted as Not Covered.

**Not Covered:** Racks • baskets • rollers • interior linings • doors • glass • fuses • hoses • handles • belts • light bulbs • clocks •

rollers • shelves • portable or counter-top units • meat probe assemblies • rotisseries • handles • knobs • sensi-heat burners • ice-maker • ice crusher • beverage dispenser • interior thermal

shells • Plastic mini-tubs • soap dispenser • filter screens • dials • switches • venting tubes • lint screen • lock and key assemblies • removable buckets.

## F. EXCLUSIONS

Performance of a Home Inspection will not prevent Our applying any of the following EXCLUSIONS.

We shall not be responsible for any of the following:

1. Repairs or replacements if Breakdown is caused by any of the following:
  - a. Alteration, modification, addition to or deletion from the covered appliances, negligence, abuse, misuses, inadequate plumbing, wiring, and power supply.
  - b. Gradual reductions in performance due to normal wear and tear where no failure has occurred.
  - c. Lack of capacity, adequacy, efficiency, design, or improper installation. Adding of additional loads in greater quantities or capacity than the original design.
  - d. Failure to perform routine maintenance/service.
  - e. Chemical, sediment, or mineral build-up or deposits, mold, rust, corrosion.
  - f. Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, theft, electrical or water fluctuations, power surge, riot, military unrest, accident, physical damage.
2. Any and all costs associated with a service visit, if it is determined that coverage under this Agreement does not apply, or no covered Breakdown is discovered.
3. Any failure to provide service due to conditions beyond Our control, such as, delays in obtaining parts or equipment or labor difficulties.
4. Obstructed access to covered equipment. This Agreement provides coverage for unobstructed access to walls, floors, and ceilings only and returning site to a rough finish. We are not responsible for any wall or floor covering, cabinets, counter tops, tiling, paint, wall paper, or the like.
5. Consequential or incidental damages.
6. Repairs or replacements caused by pre-existing conditions, defects or deficiencies.

7. Repairs or replacements arising from manufacturer's recalls and/or class action suits.
8. Repairs or replacements performed without Our prior authorization.
9. Repairs or replacement of covered items otherwise covered under any other type of manufacturer warranty, service Agreement or insurance policy.
10. Repairs or replacement of appliances classified by the manufacturer as commercial.
11. Costs associated with treatment, removal, recovery, disposal, transport or storage of any known or suspected toxic or hazardous substance/material.
12. Cost to correct or upgrade any parts and/or equipment in order to comply with any federal, state or local laws, code violation, regulations or ordinances or utility regulations.
13. Costs associated in obtaining permits.
14. Performance of routine maintenance/service or maintenance parts and/or materials.
15. Cost of construction, carpentry, or other modifications made necessary because of the disconnection and/or installation of the covered appliance(s) or the cost of hauling away or disposing of the covered appliance(s).
16. Appliances recessed in the foundation or exterior walls that are exposed to Outside Perils.
17. Access to a covered appliance through an exterior wall.
18. Shared appliances.
19. Residential property that is used for any commercial, business, community living, or care purposes. Mobile homes NOT built on a permanent foundation.
20. Appliances not located within the perimeter of the main foundation or the attached garage at the covered address.
21. Appliances not properly installed, maintained and fully operational on the effective date of this Agreement.
22. Repairs or replacement to residential property where all utilities were not in service throughout the coverage period.
23. Breakdown caused by a non-covered part.
24. Repairs to or replacement of used appliances purchased by You after the purchase date of Your Agreement.

## G. LIMITS OF LIABILITY

If there is a covered Breakdown, We will at Our option, either:

1. Repair the covered item; or
2. Replace the covered item with equipment of similar features, efficiency, and capacity, but not for matching dimension, brand, or color.

Our maximum Limit of Liability for access, diagnosis and repair or replacement within the last (12) month period from the current Breakdown date shall not exceed:

- \$1,500 for each covered Appliance.

The maximum benefits for the term this Agreement is \$10,000.

We are only responsible for basic site restoration to the access point on a covered repair or replacement. Such site restoration is limited to closing openings in walls, ceilings, and floors and returning it to a rough finish.

We may elect to issue a check to You in the event the cost of repair or replacement exceeds the maximum limits.

## H. GENERAL CONDITIONS

### 1. CANCELLATION:

You may cancel this Agreement at anytime. To cancel, You must provide written notice to Us. If no coverage has been provided, You may cancel within thirty (30) days from the effective date; the purchaser 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 will be made less claims paid.

We may cancel this Agreement at anytime for:

1. Non-payment of the Agreement Charge.
2. Fraud, or material misrepresentation.

In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all service provided to You, less the Annual **Agreement** Charge paid and We reserve the right to pursue all available remedies under the law.

Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation with the reason and effective date of cancellation.

2. **NON-RENEWAL:**

We have the right to Non-Renew this **Agreement** for any reason.

3. **TRANSFERS:**

Your rights and duties under this **Agreement** are not transferable.

4. **RATE AND/OR PROVISION CHANGES:**

We have the right to modify rates and/or **Agreement** provisions. Notice of any changes to rate and/or **Agreement** provisions will be given to You, in writing, at least thirty (30) days prior to implementation. You may terminate coverage by giving written notice at any time prior to the effective date of the change.

5. **WHERE YOU ARE COVERED:**

This **Agreement** applies only to **Breakdowns** occurring within the continental United States, including Alaska and Hawaii.

6. **NON-ORIGINAL MANUFACTURER PARTS**

We reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality.

7. **REPAIR OR REPLACEMENT:**

At Our option, a covered **Breakdown** may be remedied by repair or replacement.

8. **EQUIPMENT ELIGIBILITY:**

We reserve the right to restrict certain makes of equipment from coverage eligibility based on commercial design and use, and due to obsolete parts.

9.

10. **RIGHTS OF RECOVERY:**

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 right to recover may not be waived.

11. **ARBITRATION:**

In the event of a disagreement between You and Us concerning cost, either of us may make a written demand for arbitration. This must be done within (60) days after the **Breakdown** occurred. Each of us will select an arbitrator. The two arbitrators will select an umpire. Each of us will pay the expense of the arbitrator we select. The expense of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the county and state in which **You** live. Local rules will apply. A majority decision will be binding.

12. **CONFORMING TO STATE STATUTES:**

This **Agreement** is amended to comply with the statute of the jurisdiction:

- a. Where it is issued, and
- b. On the effective date

13. **CUSTOMER SERVICE:**

If You need additional information or have any questions regarding Your benefits, please call [1-800-747-5152].

**I. STATE AMENDMENTS**

**In Alabama, Arkansas, Maryland, New Mexico, New York, Washington & Wyoming:** Section (H) General Conditions #1 cancellation the first paragraph is replaced with the following: **You** may cancel this **Agreement** at anytime. To cancel, **You** must provide written notice to Us. If no coverage has been provided, **You** may cancel within thirty (30) days from the receipt of this agreement; the purchaser shall be entitled to a full refund. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days after provider receives a written request to cancel from the agreement holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser. If **You** cancel after thirty (30) days from the receipt of this agreement, a pro-rata refund of the Agreement Charge will be made less a claims paid.

**In Arizona:** Section (H) General Conditions #1 is amended to add: **You** may cancel this Agreement at anytime. To cancel, **You** must provide written notice to Us. If no coverage has been provided, **You** may cancel within thirty (30) days from the purchase date; the purchaser shall be entitled to a full refund. If **You** cancel after thirty (30) days from **Your** purchase date, a pro-rata refund of the Agreement Charge will be made. No claims

incurred or paid will be deducted from the amount to be returned in an event of cancellation.

Under Section (F)Exclusion # 6 does not apply in the state of Arizona.

Section (H) General Conditions #10 is amended to include: Arbitration may not conflict with the provisions of A.R.S. §§ 20-1095.04 and 20-1095.09

Section (F) Exclusion #1c is replaced with the following: Lack of capacity, adequacy, efficiency, design or improper installation of any component or appliance as determined by the manufacture or building codes.

**In Colorado:** The following statement has been added: Action under this agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" articles 1 and 2 of title 6, C.S.R., and that a party to such a agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

**In Connecticut:** The following statement is added: If You purchased this **Agreement** in Connecticut; You may pursue arbitration to settle disputes between You and the provider of this **Agreement**. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford,

Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. The following statement is added: The term of this **Agreement** will be automatically extended for the period during which the product is in the custody of a service center for repair.

**In Florida:** Section (H) #1 General Conditions is amended as follows: **You** may cancel this Agreement at anytime. To cancel, **You** must provide written notice to Us. If **You** cancel within thirty (30) days from the purchase date; the purchaser shall be entitled to a full refund less claims paid. If **You** cancel after thirty (30) days from **Your** purchase date, a refund of ninety percent (90%) of the unearned pro-rata premium of the Agreement Charge will be made less claims paid.

In the event of cancellation for fraud or material misrepresentation, the repayment of the cost of any past services must be determined by a judge in a court trial.

In the event of cancellation by the contract holder: The purchaser shall be entitled to ninety percent (90%) of the unearned pro-rata premium less claims paid.

In the event of cancellation by the Company or Association: The purchaser shall be entitled to one hundred percent (100%) of the unearned pro-rata premium.

Section (H) General Conditions #3 is amended as follows: If the covered property is sold during the coverage period, **You** have the right to assign this contract within fifteen (15) days from the date the home is sold. The assignment fee is \$40.

Section (H) General Conditions #10 Arbitration has been deleted in its entirety.

**In Georgia:**

Section H - #1 Cancellation section is amended as follows: Cancellations will comply with Section 33-24-44 of the Code of Georgia. In the event of cancellation, **We** cannot demand immediate payment of the cost of all service provided to **You**.

Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

Claims paid and cancellation fees shall not be deducted from any refunds owed as a result of cancellation.

Under Section (F) Exclusion # 6 is amended as follows:

Repairs or replacements caused by pre-existing conditions, defects or deficiencies known by **You**.

Section (H) General Conditions #10 "Arbitration" is deleted in its entirety.

The following statements have been added: **You** will not be charged any fees before the coverage period begins, which is thirty (30) days after the purchase date.

**In Illinois:** Section H - #1 Cancellation has been amended to: **You** may cancel this Agreement at anytime. To cancel, **You** must provide written notice to Us. If no coverage has been provided, **You** may cancel within thirty (30) days from the receipt of this agreement; the purchaser shall be entitled to a full refund. If **You** cancel after thirty (30) days from the receipt of this agreement, a pro-rata refund of the Agreement Charge will be made less claims paid and a cancellation fee of \$25 or 10% of the purchase price whichever is less.

The following statement has been added: **You** may cancel this agreement by notifying US.

**In Iowa:** The following statement has been added: The issuer of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints that are not settled by the issuer may be sent to the Insurance Division.

Section (D) Your Responsibility Regarding Service is amended as follows: Meaningful service for non-emergency and emergency service must be initiated within 48 hours. If meaningful service is not initiated within 48 hours, You may engage Your own licensed repair provider at Our expense.

**In Nevada:** Section (H) General Conditions #1 cancellation the first paragraph is replaced with the following: You may cancel this **Agreement** at anytime. To cancel, You must provide written notice to Us. If no coverage has been provided, You may cancel within thirty (30) days from the effective date; the purchaser 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 will be made.

**In New Hampshire:** The following statement has been added: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261.

**In New Mexico:** Section (H) General Conditions #1 cancellation is amended to include the following: No service agreement that has been in effect for at least (70) days may be cancelled by the provider before the expiration of the agreed terms or one year after the effective date of the service agreement, whichever occurs first, except for the following reasons: 1.) Agreement holder's failure to make full payment by the due date. 2.) Conviction of a crime that results in an increase in the service required under the service agreement. 3.) Discovery of fraud or material misrepresentation by the agreement holder in obtaining the service agreement or in presenting a claim for service there under. 4.) Discovery of either of the following if it occurred after the effective date of the service agreement and substantially and materially increased the service required under the service agreement: a.) An act or omission by the agreement holder; or b.) A violation by the agreement holder of any conditions of the service agreement.

**In North Carolina:** The following statement has been added: NOTICE: The purchase of this agreement is not mandatory and may be waived.

**In Oklahoma** Section (H) general Conditions #1 Cancellation has been amended to: In the event of cancellation by the contract holder: The purchaser shall be entitled to ninety percent (90%) of the unearned pro-rata premium.

In the event of cancellation by the Company or Association: The purchaser shall be entitled to one hundred percent (100%) of the unearned pro-rata premium.

The following statement has been added:

NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

**In South Carolina:** Section (H) General Conditions #1 cancellation the first paragraph is replaced with the following: **You** may cancel this Agreement at anytime. To cancel, **You** must provide written notice to Us. If no coverage has been provided, **You** may cancel within thirty (30) days from the receipt of this agreement; the purchaser shall be entitled to a full refund. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days after provider receives a written request to cancel from the agreement holder. The refund shall be paid to the purchaser, or to the person authorized by the purchaser. If **You** cancel after thirty (30) days from the receipt of

this agreement, a pro-rata refund of the Agreement Charge will be made less claims paid.

The following statement has been added: For customer services, contact South Carolina Department of Insurance, PO BOX 100105, Columbia, SC 29202-3105, Telephone # 1-803-737-6180.

**In Utah:** Section (H) General Conditions #1 cancellation is amended as follows: We can cancel the Agreement during the first sixty (60) days of the initial annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel the Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement, (c) substantial breaches of contractual duties, conditions, or warranties.

Section (F) Exclusions #8 is amended as follows: Proof of loss should be furnished by **You** to **Us** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this agreement does not invalidate or reduce a claim.

Under section (F) Exclusion #6 is replaced with the following: Repairs or replacements caused by pre-existing conditions, defects or deficiencies that occurred prior to the effective date of the Agreement.

Section (D) Your Responsibility Regarding Service is amended as follows: **Emergency repairs:** In the event an emergency repair is required outside of the normal business hours of the Administrator. **You** may engage **Your** own licensed repair provider without prior authorization. Emergency repair is defined as a failure that creates a risk to health or property and that such failure requires an immediate repair be made.

Section (H) General Conditions #10 is amended as follows:

**Binding Arbitration:** Any matter between You and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both You and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. There is no time limit to request arbitration.

The following statement has been added: **Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.**

**In Vermont:** Section (H) General Conditions #1 cancellation the first paragraph is replaced with the following: **You** may cancel this Agreement at anytime. To cancel, You must provide written notice to Us. If no coverage has been provided, **You** may cancel within thirty (30) days from the receipt of this agreement; the purchaser shall be entitled to a full refund. If **You** cancel after thirty (30) days from the receipt of this agreement, a pro-rata refund of the Agreement Charge will be made less claims paid.

**In Wisconsin:** Section (H) General Conditions #1 Cancellation has been amended to: **You** may cancel this Agreement at anytime. To cancel, **You** must provide written notice to Us. **You** may cancel within thirty (30) days from the receipt of this agreement; the purchaser shall be entitled to a full refund. If **You** cancel after thirty (30) days from the receipt of this Agreement, a pro-rata refund of the Agreement Charge will be made.

Section (H) General Conditions #2 is amended to include: If **We** choose to non-renew, **We** will give sixty (60) days notice to **You**.

Section (H) General Conditions #4 is amended to include: **We** can only change the rate upon renewal.

**We** will give sixty (60) days notice for any rate increase of 25% or more.

Section (H.)General Conditions #9 is amended to include: The Insured will be made whole before the insurer may retain amounts it has recovered.

Section (H) General Conditions #10 is amended to include: Arbitration must be agreed to by all parties involved.

Section (F) Exclusions #8 is amended as follows: Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Agreement. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim.

The following statement has been added: This Agreement is subject to limited regulation by the office of the Commissioner of Insurance.

**In Wyoming:** Section (H) General Conditions #10 is amended to include the following: Arbitration can only be final and binding if agreed to by the parties involved and in a separate written agreement.

**In Washington:** The following statement has been added: Obligations of the obligor are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. [175 West Jackson Blvd., Chicago, IL 60604]. You may make a claim directly with Virginia Surety Company, Inc. who insures the obligations of TWG Home Warranty Services, Inc. under this contract, at the following address: 175 West Jackson Blvd., Chicago, IL 60604.

**In Hawaii, Minnesota, Nevada, Oregon, and South Carolina:** **This is not a contract of insurance.** Obligations of the obligor are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. [175 West Jackson Blvd., Chicago, IL 60604].

**In Alabama, Arizona, Connecticut, Georgia, Illinois, Montana, New Hampshire, New York, North Carolina, Texas, Utah Wisconsin and Wyoming:** The following statement has been added: This is not a contract of insurance. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy by Virginia Surety Company, Inc. with home offices located at [175 West Jackson Blvd., Chicago, IL 60604, 1-800-209-6206]. If we fail to pay any valid claims within sixty (60) days after proof of loss has been filed, You are entitled under state law to make a claim directly against Virginia Surety Company, Inc. at the address shown above.

**In Arkansas and Missouri:** The following statement has been added: This is not a contract of insurance. Our obligations are insured by a contractual liability insurance policy with Virginia Surety Company, Inc. [175 West Jackson Blvd., Chicago, Illinois 60604]. If the Administrator does not pay a claim or provide service within sixty (60) days of submitting the claim, the claim can be submitted to Virginia Surety Company, Inc. at [175 West Jackson Blvd., Chicago, Illinois 60604]. Telephone number is [1-800-209-6206]. A claim against the provider may include a claim for return of the unearned provider fee in the event of a cancellation.