

Agreement

Please read this Agreement carefully.

KEY TERMS:

Throughout this document, “You” and “Your” refers to the **Agreement** Holder listed on the Declaration Page. “Obligor”, “Administrator”, “We”, “Us”, and “Our” mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, except in Arizona, Florida, Oklahoma and Wisconsin, where it is **Service Saver, Incorporated, 175 West Jackson Blvd, Chicago, Illinois, 60604**, or in Texas, where it is **National Product Care Company dba Texas National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**. In addition, when in bold certain words and phrases are defined as follows:

Agreement means this document. It describes the terms, conditions, and exclusions (losses We do not cover) that apply.

Breakdown means a mechanical failure of the covered component or appliance to perform its fundamental operation(s) in normal service.

A. COVERAGE

During the term of coverage, subject to the terms and conditions of this **Agreement**, We agree, in the event of a covered **Breakdown**, to arrange for a service provider to repair or replace the appliances indicated as covered and located at the address listed on the Declaration Page.

Certain items, events, and losses are not covered by this Agreement. Please refer to the exclusions listed in SECTION E of this Agreement.

Coverage is subject to a service call deductible (indicated on the Declaration Page), the limitations as specified on the Declaration Page and conditions as specified in this Agreement. In the event You fail or refuse to pay the repairer or Us such deductible or other amounts due, no additional claims will be honored until such amounts are paid.

B. COVERAGE PERIOD

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

Coverage begins thirty (30) days after Your request for coverage and continues for the **Agreement** Term indicated on the Declaration Page. In the event You cancel Your Agreement after the first thirty (30) days from the purchase date and have not incurred any claims, You may, within fifteen (15) days from the cancellation date, purchase a new agreement and not be subject to the thirty (30) day waiting period.

For renewals coverage is effective on the day following the expiration date of the previous **Agreement** and continues for the **Agreement** Term indicated on the Declaration Page.

C. YOUR RESPONSIBILITIES REGARDING SERVICE

We will not pay for any services performed without Our prior approval. Notice of any Breakdown must be given to Us immediately upon discovery and during the coverage period.

1. When repair is required, You are to telephone Us at 1-800-999-1180. We will accept calls 24-hours a day, 7 days a week. You or the service provider will receive an authorization number for each **Breakdown**. Meaningful service will be initiated within 72 hours and completed as soon as reasonably possible. Service will be scheduled during normal business hours. You may be responsible for additional costs for any non-emergency service performed outside of normal business hours, i.e. overtime charges.
2. **At Our discretion, a Breakdown may be remedied by repair or replacement.** Repair or replacement shall be performed by a service provider who provides a written parts and labor guarantee of not less than sixty (60) days for covered repairs.
3. You are obligated to provide information relating to the cause and nature of any **Breakdown**. This information may include estimates, copies of inspection reports, or other supporting information. If asked, You must sign forms needed for Us to provide service under this **Agreement**. In all cases, You must take every precaution to protect the covered property until the necessary repair or replacement is authorized by Us and the work is completed.
4. Misrepresentation or any attempt to defraud Us, including collusion between You and the service provider, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.
5. You are responsible for the payment of the deductible (or actual cost of service, whichever is less) for the covered **Breakdown**. This payment must be made to the service provider prior to completion of any work performed.
6. If the service work performed under this **Agreement** fails within a sixty (60) day period, and it was performed by a service provider chosen by Us, We will arrange for the necessary repairs without an additional deductible requirement even after **Agreement** expiration.

7. We reserve the right to obtain a second opinion or have an inspection performed by a service provider of Our choosing on any repair or replacement.
8. Claim documentation and any correspondence can be sent to Us.
9. In the event You need to contact someone about this **Agreement** for any reason, please contact Us to make a claim or inquire about coverage.

D. PAYMENT OF CLAIMS

When possible, payment arrangements will be made with the service provider prior to completion of the work. In some cases, You may be required to pay for the repair or replacement of the covered item, in which case, We will reimburse You, less applicable deductibles, when We receive Your paid invoice(s).

You must report all Breakdowns to Us. Unauthorized charges will not be reimbursed.

E. EXCLUSIONS

Performance of a Home Inspection does not preclude application of any of the following EXCLUSIONS.

We are not responsible for:

1. **Repair or replacement if the Breakdown is caused by any of the following:**
 - a) **The alteration, modification, addition to, or deletion from the covered property.**
 - b) **Negligence, misuse, abuse or use not intended by the manufacturer; improper service or maintenance by a service provider.**
 - c) **The addition to existing loads in greater quantities or capacities than the original design, or gradual reduction in performance due to wear and tear where no failure has occurred.**
 - d) **Freezing, fire, wind, water, flood, lightning, ice, hail, snow, explosion, chemical, sedimentary or mineral build up, mold, mud, earthquake, soil movement, storm, pet damage, pest damage, vandalism, or accident.**
 - e) **Lack of capacity, adequacy, efficiency, design or improper installation of any component or appliance.**
 - f) **Failure to provide customary maintenance as specified by the equipment manufacturer, missing parts, structural changes, or electrical failure, or power surge.**
2. **Any and all costs associated with a repair visit, if it is determined that coverage under this Agreement does not apply, or no covered Breakdown is discovered. You are responsible for the cost of the entire repair visit (including any and all costs associated with gaining access to equipment).**
3. **Failure to provide service due to conditions beyond Our control, including but not limited to, delays in obtaining parts or equipment or labor difficulties.**
4. **Obstructed access to covered equipment. Obstructed access includes but is not limited to expenses to open or close walls, floors and ceilings, including removal and replacing tile, linoleum, wood, carpeting, paneling, stucco, cabinets, other appliances, wall mountings, decorations, trim, wall paper or anything else blocking the access point of the covered equipment.**
We will provide access through unobstructed walls, ceilings, and floors only, and will return the access point to a rough finish. Rough finish is defined as covering the access point with wallboard, plaster, or plywood. This does not include paint, tile, linoleum, wood (excluding plywood), carpet, panel, or stucco.
5. **Expenses related to hauling away equipment or other disposal costs.**
6. **Repair or replacement of any cosmetic defects, or performance of routine maintenance.**
7. **Secondary or consequential damages resulting from the Breakdown of any covered or non-covered item.**
8. **Any decorating, or secondary or consequential repairs or replacements made necessary by the provision of Our services.**
9. **Repairs or replacements caused by pre-existing defects or deficiencies, including but not limited to covered items with latent manufacturer's defects.**
10. **Repairs or replacements performed without Our prior authorization.**
11. **Repairs or replacements arising from manufacturer's recalls, defects, or class action suits.**
12. **Repairs or replacements of covered items otherwise covered under any other type of manufacturer warranty, service contract, or insurance Agreement.**
13. **Repairs or replacements of appliance(s) classified by the manufacturer as commercial.**
14. **Electronic, computerized or energy management devices, including programmable thermostats, low-voltage wiring and relays, or lighting.**
15. **Any costs associated with treatment, removal, recovery, disposal, transport or storage of any known or suspected toxic or hazardous substance/material. Repairs where there is environmental contamination or if such repairs would cause contamination. Any costs associated with freon recovery or the disposal of refrigerants or contaminants.**
16. **Unless specified otherwise in this Agreement, correcting or upgrading any parts or equipment in order to comply with any federal, state or local laws, code violation, regulations, efficiency requirements, or ordinances or utility regulations. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.**
17. **Appliance recessed in the foundation or exterior walls that are exposed to the outside conditions.**
18. **Access to a covered appliance through an exterior wall. This Agreement covers interior access only.**
19. **Repairs or replacements when the condition of cabinetry prohibits necessary repairs to components of any covered item, Our obligation is limited to the cost of repair to covered components only. We are not responsible for any cabinetwork relating to appliance repair or replacement**

20. Repairs to appliances in Mobile Homes not installed on a permanent foundation.
21. Residential property that is used for commercial, business, or care purposes, including but not limited to: day care centers, fraternity/sorority houses, nursing, or special care homes or facilities.
22. Appliance not located within the perimeter of the main foundation or the attached garage at the covered address, unless otherwise specified in Section I - "Equipment Eligible for Coverage."
23. Appliance not properly installed and maintained and fully operational at the start of this Agreement.
24. Repairs or replacements to appliances within a vacant property (including vacation property) if all utilities were not in service throughout the coverage period and for the ninety (90) days preceding the coverage period. If the appliance is turned off prior to the effective date, it will be covered only if a home inspection was performed, indicating it is "in working condition". The inspection report must be submitted when a claim is initiated, if requested.
25. Any Breakdown caused by (a) rust or corrosion.
26. Upgrades or the cost of construction, carpentry, or other modifications made necessary by removing existing equipment or installing different equipment.
27. You are responsible for corrections that are necessary as a condition for service, and coverage under this Agreement will not be provided until such corrections are made.

F. LIMITS OF LIABILITY

1. Coverage for access, diagnosis and repair or replacement for each appliance as listed on the Declaration Page.

G. COVERAGE DESCRIPTION

Only appliances that are indicated on the Declaration Page are covered.

1. **BUILT-IN MICROWAVE OVEN**
COVERED: All components and parts, except as noted as NOT COVERED.
NOT COVERED: Interior linings • door glass • light bulbs • clocks • shelves • portable or counter-top units • meat probe assemblies • rotisseries.
2. **CLOTHES WASHER AND DRYER**
 - a) **CLOTHES WASHER**
COVERED: All components and parts, except as noted as NOT COVERED.
NOT COVERED: Plastic mini-tubs • soap dispensers • filter screens • knobs and dials • damage to clothing.
 - b) **CLOTHES DRYER**
COVERED: All components and parts, except as noted as NOT COVERED.
NOT COVERED: Venting • lint screens • knobs and dials • damage to clothing.
3. **DISHWASHER (Built-in or Portable)**
COVERED: All components and parts, except as noted as NOT COVERED.
NOT COVERED: Racks • basket(s) • rollers.
4. **KITCHEN REFRIGERATOR AND ICE MAKER**
COVERED: All components and parts of the refrigerator including integral freezer or ice maker except as noted as NOT COVERED.
NOT COVERED: Racks • shelves • beverage dispensers and their respective equipment • interior thermal shells • freezers which are not an integral part of the refrigerator • food spoilage • light bulbs.
5. **RANGE/OVEN/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)**
COVERED: All components and parts, except as noted as NOT COVERED.
NOT COVERED: Clocks or light bulbs (unless they effect the function of the oven) • meat probe assemblies • rotisseries • racks • handles • knobs • sensi-heat burners will only be replaced with standard burners

H. GENERAL PROVISIONS

1. **Cancellation:**
You may cancel this Agreement for any reason at any time. To cancel Your Agreement, please contact the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund. If you cancel Your Agreement after thirty (30) days of receipt, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You; or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.
2. **Renewal:**
This Agreement is renewable at Our option. If We choose to renew Your Agreement, You will be offered the terms, conditions and rates that are currently in effect in Your state.
3. **Territories:**
The agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories such as Guam, Puerto Rico, or U.S. Virgin Islands.
4. **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.

5. Dispute Resolution - Arbitration:

This **Agreement** requires binding arbitration if there is an unresolved dispute between You and Us concerning this **Agreement** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **Agreement** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Agreement**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

6. Subrogation:

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

7. Entire Agreement:

This is not a contract of insurance. This is the entire Agreement between the parties, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206.

8. Transferability:

This agreement is transferable by the original purchaser for the balance of the original extended protection period. The transfer of the Covered Product may be registered by mailing information to the Administrator, including the agreement reference number, date of new ownership, new owner's name, complete address, and telephone number.

I. STATE AMENDMENTS

1.) In Arizona:

In Section (E.) Exclusion #9 is removed. The following statement is added to Section (H.) General Provisions #5: Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548. The following statement is added to Section (H.) General Provisions #1: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. See also (21) below.

2.) In Utah:

Section (H.) General Provisions #5 is removed and replaced with: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. 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. The laws of the state of Utah (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. Section (H.) General Provisions #1 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. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and (4) a detailed explanation of the reason for cancellation. The following statement is added to Section (H.) General Provisions #7: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator 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. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. See also (3) below.

3.) In Arizona and Utah:

Section (H.) General Provisions #7 is deleted in its entirety and replaced with the following: This is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson

Blvd, Chicago, Illinois 60604, (800) 209-6206. If the Administrator does not pay a claim within sixty (60) days of submitting the claim, the claim may be submitted to Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. .