

HOME SERVICE PLAN AGREEMENT

Please read this Plan Agreement carefully as it explains what your Plan covers and our obligations, how to file a Service Request, and your rights and obligations. Please note that unless an item, system, or unit (including parts and components) of a Covered Item is specified in the Plan Summary as covered, and as further described in this Plan Agreement, it is not covered. Please refer to the exclusions, restrictions, and limitations in this Plan Agreement for more detail. You can also access this Plan Agreement at any time by visiting myaccount.ahs.com.

PLAN SUMMARY			
Your Information			
Member Name	John Doe	Covered Home Address	123 Jane Way Somewhere, CA, 12345
Phone Number	123-456-7890	Covered Home Type	Single Family Home < 5,000 sq. ft.
Email Address	123@gmail.com	Mailing Address	123 Jane Way Somewhere, CA, 12345
Your Plan Agreement Information			
Plan Number	111222333	Plan Name	[ShieldSilver]; [ShieldGold]; OR [ShieldPlatinum]
Plan Type	[Initial Plan] or [Renewal Plan]	Initial Plan Agreement Effective Date	January 1, 2022
Initial Plan Agreement Term	[12]	Initial Coverage Waiting Period	[30 days], [Not Applicable for Renewal Plans]
Plan Agreement and Coverage Renewal Date	January 1	Plan Agreement Renewal Term	[Annually][Monthly] recurring until cancelled
Provider Information	American Home Shield of California, Inc. 3400 Players Club Parkway, Suite 300, Memphis, TN 38125-1731, 1-800-776-4663		
Your Coverage Information			
Service Fee	[\$100] OR [\$125]		
Covered Appliances	[ShieldSilver: None] [ShieldGold and ShieldPlatinum: Washers; Dryers; Dishwashers; Garbage Disposals; Installed Instant Hot/Cold Water Dispensers; Built-in Microwave(s); Built-in Kitchen Exhaust Fans; Ranges, Oven, and Cooktops; Refrigerators]		
Covered Systems	[ShieldSilver: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers] [ShieldGold: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers] [ShieldPlatinum: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers; Roof Leak Repair]		
Additional Coverages	[Roof Leak Repair]; [Well Pump]; [Septic System Ejector Pump and Pumping]; [Pool and Built-in Spa Equipment]		
Additional Benefits	[You may be eligible for access to additional services including home maintenance and installations. These services may be subject to additional terms and conditions and payment of an additional fee, subject to availability.]		
Your Payment Information			
Plan Price	[\$500]	Payment Amount	[\$50]
Payment Frequency	[Monthly] [One-Time]	Method of Payment	[Credit Card]

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1. What do capitalized and certain other words and phrases mean in this Plan Agreement?

Certain capitalized words and phrases, and other terms used in this Plan Agreement are defined in the Definitions Appendix located at the end of this Plan Agreement. Please see the Definitions Appendix for those definitions.

2. What Coverage is Provided by this Plan Agreement?

Coverage under this Plan Agreement is available when a Covered Item located at the Covered Home experiences a Covered Breakdown during the Plan Agreement Term, subject to the Initial Coverage Waiting Period and any applicable limits and exclusions listed in this Plan Agreement. Unless otherwise stated in this Plan Agreement, the Covered Breakdown must occur during the Plan Agreement Term and after the Initial Coverage Waiting Period. To the extent you may have non-covered costs associated with your Service Request, you will be required to pay those costs directly to the Service Contractor.

3. What qualifies as a Covered Home?

The Covered Home is the real property located at the Covered Home Address of the Covered Home Type, each as identified in the Plan Summary, provided the principal building structure is used as a single-family residential home (including any fully enclosed detached garage) and:

- (a) is 10,000 square feet or less (including any basement square footage);
- (b) is primarily used for residential purposes; and
- (c) includes other structures located on the property, such as guest houses (up to 750 square feet) and multiple residential units, if identified in the Plan Summary.

If the principal building structure contains multiple residential units, each of which is used as a single-family residence, the Covered Home Address in the Plan Summary must identify the specific unit(s) covered for the unit(s) to be a Covered Home and is subject to a total maximum of 10,000 square feet. Townhome, condominiums, and mobile homes must be 5,000 square feet or less.

4. What are Covered Breakdowns?

During the Plan Agreement Term, Covered Breakdowns are Breakdowns that occur due to the following Covered Causes:

- (a) Normal Wear and Tear;
- (b) Improper Installation or Repair (other than Mismatched HVAC Systems) that were not known or reasonably detectable by you;
- (c) Insufficient Maintenance;
- (d) Rust, Corrosion, or Sediment; or
- (e) Mismatched HVAC Systems that were existing in or on your Covered Home prior to the start date of the Plan Agreement Term.

5. What are your Covered Items?

Covered Items are listed in your Plan Summary and are more specifically identified and described below. **The coverage provided by this Plan Agreement is subject to certain limitations and exclusions, including the Covered Item Limit, Special Limits, the Initial Coverage Waiting Period, the Plan Agreement Aggregate Limit, and any applicable general limitation or exclusion. Please note that unless an item, system, or unit (including components and parts) of a Covered Item is specified in the Plan Summary as covered by this Plan Agreement, it is not covered. The items identified in the "What is Not Covered" section is not a fully exhaustive list of non-covered items, systems, or units (including components and parts) under your Plan Agreement, and general limitations and exclusions may still apply.** Subject to the applicable limits and exclusions identified in this Plan Agreement, if you have multiples of a specific Covered Item, each individual Covered Item is covered and is subject to its own Covered Item Limit.



A. SYSTEMS

If the Plan Summary identifies any of the following Systems as a Covered Item, the coverage listed below applies. Please note we will only provide coverage for access to a Covered Item through one layer of unobstructed drywall and return such access opening to a Rough Finish. If the Covered Item can only be accessed through a concrete (including cinderblock) wall, floor, or ceiling, we will provide coverage for access to the Covered Item and return such access opening to a Rough Finish, including any rerouting, up to \$1,000. This \$1,000 limit supersedes and replaces any Covered Item Limit listed below.

Heating and Air Conditioning Category

Covered Item	What is Covered	What is Not Covered	Special Limits
Air Conditioning Systems	All parts and components of permanently installed air conditioning systems up to a 5-ton capacity, including the condensation line, of the following types: Ducted central and electric split and package units, geothermal, evaporative coolers, wall air conditioners; and mini-splits.	<p>(i) All parts and components of geothermal systems located outside or under the Covered Home's main foundation;</p> <p>(ii) fuel storage tanks;</p> <p>(iii) window or portable air conditioning units;</p> <p>(iv) water towers and chiller systems; and</p> <p>(v) humidifiers; dehumidifiers; ultraviolet lights; home purification systems.</p>	<p>1. The Covered Item Limit is \$5,000. However, the Covered Item Limit for the following types of Air Conditioning Systems is \$1,500: glycol, hot water, or steam circulating heating system, any water heater which supplies heated water to such system(s), geothermal and/or water source heat pumps.</p> <p>2. For ShieldSilver and ShieldGold, included in the Covered Item Limit is a \$10 per pound refrigerant limit. For ShieldPlatinum, we will cover all costs of refrigerant.</p> <p>3. When repairing or replacing an Air Conditioning System, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, we will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect.</p>
Heating Systems	All parts and components of permanently installed heating systems up to a 5 ton capacity of the following types: forced air (gas, electric, and oil), geothermal, wall-mounted heaters; floor furnaces, package units; heat pumps; mini-splits, hot water or steam circulating heat, and electric baseboard.	<p>(i) All parts and components of geothermal systems located outside or under the Covered Home's main foundation;</p> <p>(ii) Fuel storage tanks;</p> <p>(iii) Window or portable heating units;</p> <p>(iv) Humidifiers; dehumidifiers; radiant cable heat; fireplaces; grain, pellet, coal, or wood heating units; ultraviolet lights; home purification systems.</p>	<p>1. The Covered Item Limit is \$5,000. However, the Covered Item Limit for the following types of Heating Systems is \$1,500: glycol, hot water, or steam circulating heating system, any water heater which supplies heated water to such system(s), geothermal and/or water source heat pumps.</p> <p>2. When repairing or replacing a Heating System, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, we will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect.</p>
Ductwork	Leaks or breaks in ductwork connected to heating and/or air conditioning system(s) including leaks or breaks in vapor barriers, plenums, dampers, damper-only controls, registers, and grills.	Not Applicable.	The Covered Item Limit is \$5,000.

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Electrical Category		
Covered Item	What is Covered	What is Not Covered
Outlets	All parts and components.	Not Applicable.
Light Switches	All parts and components.	Not Applicable.
Ceiling Fans	All parts and components.	Not Applicable.
Built-In Exhaust Fan	All parts and components for all built-in exhaust, bathroom, attic, and whole house fans.	Not Applicable.
Doorbell Units	All parts and components of a hard-wired doorbell unit.	Any doorbell that is part of an intercom, video monitoring, or security system.
Other Electrical Components: Lines, Wiring, Breaker Box and Panel	Hard wired electrical lines, wiring, breaker box, and electrical panels that provide electrical power to the Covered Home.	(i) Audio, video, computer, intercom, alarm, or security wiring or cable; (ii) Meter boxes; (iii) Lighting Fixtures; (iv) Direct current (D.C.) wiring or components and/or low voltage systems; (v) Any type of home generator (including back-up and portable or installed generators) and associated electrical wiring and switches; and (vi) Electrical panel boxes that solely provide electrical power to items or structures located outside the main foundation of the Covered Home.

Plumbing Category		
Covered Item	What is Covered	What is Not Covered
Water Heater Units	All parts and components of the water heater unit including the tank, circulating pumps, mixing valves and thermal expansion tanks.	Tempering tanks (holding and storage tanks); or fuel storage tanks.
Toilets	All parts and components.	Toilet Seat and Lid; Toilet Tank Lid.
Faucets and Hose Bibs	All parts and components.	Not Applicable.
Shower Heads	All parts and components.	(i) Any steam component of the shower head or shower; and (ii) Shower towers.
Pressure Regulators	All parts and components.	Not Applicable.

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Plumbing Category (continued)			
Covered Item	What is Covered	What is Not Covered	Special Limits
Built-in Jetted Tub Motors, Pumps, and Air Switch Assemblies	All parts and components.	Jetted tub, jets, and lines connecting jets to the jet pump.	Not Applicable.
Plumbing Stoppages	<p>(a) Clearing of sink, bathtub, laundry and toilet stoppages;</p> <p>(b) Clearings of stoppages of mainline drain or sewer system lines from existing access or clean-out without excavation up to 100 feet from the access point; and</p> <p>(c) Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.</p>	<p>(i) Location of existing access clean-outs; installation of clean-outs; and/ or any stoppage that can only be accessed through an inaccessible location, such as roof vents and stoppages that can only be accessed by pulling the toilet;</p> <p>(ii) Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the Covered Home; and</p> <p>(iii) Stoppages due to roots, lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the Covered Home.</p>	Not Applicable.
Sewage Ejector Pump	All parts and components of a permanently installed non-septic sewage ejector pump.	Septic system sewage ejector pumps located outside the main foundation of the Covered Home.	The Covered Item Limit is \$500 for any permanently installed sewage ejector pump located inside or outside the main foundation of the Covered Home connected to a non-septic system.
Other Plumbing Components: Water Lines, Gas Lines, Drain Lines, Drains, Valves, Permanently Installed Sump Pump	<p>(a) Leaks or breakages of water, gas, drains, waste or plumbing waste vent lines and pipes that occur within the Covered Home; and</p> <p>(b) All parts and components of valves; and</p> <p>(c) Permanently installed ground water only sump pumps (including battery if used exclusively for the sump pump).</p>	<p>(i) Bathtubs; sinks; bidets; shower enclosures and base pans;</p> <p>(ii) Caulking/grouting;</p> <p>(iii) Septic tanks; water softener/ filtration/purification systems; waterholding/storage tanks; saunas/ steam rooms;</p> <p>(iv) Flow restrictions in fresh water lines; and</p> <p>(v) Fire suppression or interior sprinkler systems; radon systems.</p>	Not Applicable.

Garage Door Opener Category		
Covered Item	What is Covered	What is Not Covered
Garage Door Openers	All parts and components of the electrically powered garage door opener; extension and torsion springs.	Any other part of the garage door system, including garage doors and garage door track assemblies (including the rollers, tracks, and guides).

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B. APPLIANCES

If your Plan Summary identifies any of the following Appliances as a Covered Item, the following coverage applies. Please note we will only provide coverage for access to a Covered Item through one layer of unobstructed drywall, and return such access opening to a Rough Finish. If the Covered Item can only be accessed through a concrete (including cinderblock) wall, floor, or ceiling, we will provide coverage for access to the Covered Item and return such access opening to a Rough Finish, including any rerouting, up to \$1,000. This \$1,000 limit supersedes and replaces any Covered Item Limit listed below.

The Covered Item Limit for ShieldGold is \$2,000. The Covered Item Limit for ShieldPlatinum is \$4,000.

Covered Item	What is Covered	What is Not Covered
Washers	All parts and components of clothing washers.	Accessories, such as stands and drawers.
Dryers	All parts and components of clothing dryers.	Accessories, such as stands and drawers.
Dishwashers	All parts and components of installed dishwashers.	Not applicable.
Garbage Disposals	All parts and components.	Not applicable.
Installed Instant Hot/Cold Water Dispensers	All parts and components.	Hot/cold water dispensers that are freestanding and portable, or otherwise not connected to the Covered Home's plumbing system.
Built-In Microwaves	All parts and components of built-in microwave ovens.	Not applicable.
Built-in Kitchen Exhaust Fans	All parts and components.	Not applicable.
Ranges, Ovens, and Cooktops	All parts and components of installed ranges, installed ovens, and installed cooktops.	Warming drawer not incorporated into the range or oven unit.
Refrigerators (including in-Refrigerator icemaker)	All parts and components.	(i) Freestanding freezers; (ii) Freestanding miniature refrigerators; and (iii) Specialty Refrigerators: bar refrigerators, wine-chillers, kegerators, and drawer refrigerators.

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C. ADDITIONAL COVERAGE OPTIONS

If your Plan Summary identifies any of the following Additional Coverages as a Covered Item, the coverage listed below applies. Please note we will only provide coverage for access to a Covered Item through one layer of unobstructed drywall, and return such access opening to a Rough Finish. If the Covered Item can only be accessed through a concrete (including cinderblock) wall, floor, or ceiling, we will provide coverage for access to the Covered Item and return such access opening to a Rough Finish, including any rerouting, up to \$1,000. This \$1,000 limit supersedes and replaces any Covered Item Limit listed below.

Covered Item	What is Covered	What is Not Covered	Special Limits
Roof Leak Repair* *Not available for Covered Homes located in Hawaii.	We will provide coverage for the repair of non-structural roof leaks.	(i) Metal roofs, partial full or green (eco) roofs, mobile home roofs, condominium roofs, and townhome roofs; (ii) The following items and leaks caused by or associated with: (1) items penetrating the roof (such as skylights, chimneys, and vents), (2) roof - mounted installations (such as solar panels), and (3) gutters and downspouts.	The Covered Item Limit is \$1,000.
Well Pump Unit	The parts and components of the well pump unit that is utilized as the main source of water for the Covered Home regardless of where located as long as the well pump unit is located on the same property as the Covered Home.	(i) Any other component or part of the well pump system including but not limited to any type of piping, electrical or cable lines, well casings, pressure switches, and booster pumps than the well pump unit; (ii) Well drilling; and (iii) The well pump for geothermal and/or water source heat pumps.	The Covered Item Limit is \$1,500.
Septic System Ejector Pump and Pumping	(a) The sewage ejector pump for septic system only; and (b) Septic tank pumping one time during the Plan Agreement Term if a stoppage has occurred due a septic backup.	(i) Stoppages or roots that prevent the effective use of any externally applied sewer machine cable; (ii) Chemical treatment of the septic tank and/or sewage lines; (iii) Disposal of waste; and (iv) Tanks; leach lines; cesspool; any mechanical pump or systems (such as sewage grinder pumps and lift stations).	The Covered Item Limit is \$500 for any permanently installed sewage ejector pumps located inside or outside the main foundation of the Covered Home connected to either a sewer system or septic system.
Pool & Built-in Spa Equipment	All above ground, accessible, and operationally necessary parts and components of the heating, pumping, and filtration system including pool sweep motor and pump, circulation pump motor, and plumbing pipes and wiring of a non-saltwater pool.	(i) Underground components (including pipes and wiring); lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems; (ii) Heat pump pool heaters or any other type of pool heater that is powered by anything other than electricity or gas; (iii) Pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers; (iv) Fuel storage tanks; disposable filtration mediums; saltwater generators and components; heat pump; and (v) Self-contained portable spas.	1. The Covered Item Limit is \$3,000. 2. Both pool and spa equipment are covered if they share equipment. If the pool and built-in spa do not share common equipment and have separate pump and filtration systems, then only one or the other is covered unless an additional fee is paid to cover both the pool and the built-in spa equipment.

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6. Are Modifications, permits, testings, and inspections covered by this Plan Agreement?

A. This Plan Agreement does not cover Modifications related to a Covered Breakdown of a Covered Item unless Applicable Law expressly requires this Plan Agreement to provide coverage for the specific Covered Item Modification.

B. This Plan Agreement does not cover the costs associated with any permits, tests, the correction of existing code violations, or inspections that may be necessary to complete the approved repair or replacement of the Covered Item even if required by Applicable Law.

C. If your Plan is ShieldPlatinum, this Plan Agreement will provide coverage up to the Modifications Limit for any of the following: (i) duct, plenum, electrical, and/or plumbing Modifications that are necessary to complete the repair or replacement of the Covered Item provided that the duct, plenum, electrical, or plumbing item to which the Modification is being performed is identified by this Plan Agreement as a Covered Item; and (ii) permits, testing, the correction of existing code violations, and/or inspections required by Applicable Law that may be necessary to complete the approved repair or replacement of a Covered Item. The Modifications Limit is \$250 and is in addition to any applicable Covered Item Limit, subject to this Plan Agreement's Aggregate Limit of Liability. **Once the Modifications Limit has been met, the provisions in this section apply to any costs above the Modifications Limit.**

7. What are the general limitations and exclusions that apply to your coverage?

To the extent the following general limitations and exclusions apply, this Plan Agreement does not provide coverage for the following:

A. Costs of Construction and Modifications Limitation. Unless otherwise expressly stated in this Plan Agreement, we will not pay for the costs of construction, carpentry, restoration, or any other Modification(s) within the Covered Home. In addition, this Plan Agreement does not provide any coverage for any Modification to any item that is not identified as a Covered Item in the Plan Summary.

B. Commercial Use Limitation. Other than a Covered Home rented for residential use, if you use any portion of your Covered Home for commercial purposes in which the public is invited on or into your Covered Home, any Covered Items located or Covered Breakdowns that occur in that portion of your Covered Home are not covered. Also, if commercial use of your Covered Home causes a Covered Item to experience a Covered Breakdown (even if located in a portion of the Covered Home not used for commercial purposes), the Covered Breakdown is not covered.

C. Shared Items and Systems Limitation. If the Covered Home is identified as a multi-residential building on your Plan Summary, shared systems, items, and appliances are not covered unless: (i) all units in the multi-residential property are identified as part of the Covered Home as stated in the Plan Summary; or (ii) each unit is covered by its own home service plan agreement with us which provides the same coverage for the shared system, item, or appliance as this Plan Agreement.

D. Inaccessible Location Limitation. We will not cover the cost to access Covered Items in inaccessible locations, such as those that cannot be accessed safely or due to an obstruction.

E. Non-Standard Equipment Limitation. We will not cover the cost or otherwise provide for cranes, scaffolding, or non-industry-standard vehicles or equipment that is required to repair or replace a Covered Item or Covered Item part.

F. Secondary Costs Limitation. Other than the repair or replacement of the Covered Item, we are not responsible for, and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related costs or damages resulting from the Breakdown or Covered Breakdown of any Covered Item, including but not limited to food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.

G. Service Limitation. We are not responsible for and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related damages resulting from any delay or neglect, whether due to our or the Service Contractor's delay or neglect in providing, or failing to provide, repair or replacement of such Covered Item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.

H. Cosmetic Damage Exclusion. We will not repair cosmetic defects or damage to Covered Items that does not also cause a Covered Breakdown.

I. Primary Function Limitation. We will not repair or replace any feature of a Covered Item that does not contribute to the Primary Function of the Covered Item.

J. Improper Capacity Exclusion. If the Breakdown of your Covered Item occurs because it is the wrong size for your Covered Home based on manufacturer and/or industry standards, the Breakdown is not covered.

K. Misuse or Accidental Acts Exclusion. Breakdowns that occur due to abuse, misuse, hacking, or vandalism, including, but not limited to, the removal of parts or missing parts from the Covered Item, and physical damage caused by people, pests, or pets, are not covered.

L. Acts Beyond Our Control Exclusion. Breakdowns that occur, delays in service, or the failure to provide service, that are caused by the following are not covered: environmental events, such as lightning, mud, earthquake, storms, wind, ice, fire, freezing, and flood; soil movement; soil settlement; water damage; war; terrorism; civil unrest; electrical failure or surge; excessive or inadequate water pressure; government restrictions or shutdowns; labor shortages, labor or factory stoppages, or strike; supply chain disruptions; public health emergencies including pandemics and epidemics; or other conditions beyond our reasonable control.

M. Known Pre-existing Breakdown Exclusion. Other than Mismatched HVAC Systems, Breakdowns that existed prior to the start date of this Plan Agreement, or in the case of a Covered Item a Breakdown that existed prior to the installation of the Covered Item in your Covered Home, that were either known by you or were reasonably detectable by you are not covered.



arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Plan Agreement as a court would. In addition, the Federal Arbitration Act and federal arbitration law applies to this Plan Agreement.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (the “AAA’s Rules”). The AAA’s Rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, in person in the state where you live, or at another mutually agreed location.

You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class action lawsuit, class-wide arbitration, or any other consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE ACTION.

C. PLAN AGREEMENT AGGREGATE LIMIT OF LIABILITY. The most we will pay for any and all claims, including all Service Requests, arising out of or from this Plan Agreement is \$50,000 during the Initial Plan Agreement Term, and after the expiration of the Initial Plan Agreement term during any twelve (12) month period.

17. Where can you find your Plan Agreement?

A. Current Plan Agreement. You may be provided with the initial Plan Agreement via hard copy or electronically. The current Plan Agreement in effect is always available by visiting your “MyAccount” at www.ahs.com. After the initial term, your Plan Agreement may be updated from time to time in accordance with the provisions of this Plan Agreement, and such updated Plan Agreement is only available online at myaccount.ahs.com. To request a paper copy of the Plan Agreement in effect on the date of your request, please contact us at 1-800-776-4663. We will provide the paper copy of your Plan Agreement to you free of charge.

B. Notice of Plan Agreement Changes. We will provide to you, with thirty (30) days advance notice in writing, any material changes to the terms and conditions of this Plan Agreement, including but not limited to changes to the Plan Price, Plan Term, or the coverage provided. If you cancel your Plan Agreement due to a notice of Plan Agreement change, you will not be charged an administrative fee. We will provide this notice via any of the communication methods identified below. Your continued use of the Plan after we provide such notice constitutes your acceptance of the changes.

18. What else do you need to know? General Legal Provisions.

A. Provider Information. American Home Shield of California, Inc. is the provider of this Plan Agreement for Covered Homes located in California.

B. Full Faith and Credit of Plan Agreement. Our obligations under this Plan Agreement are backed only by the full faith and credit of the Provider and are not guaranteed under a service contract reimbursement insurance policy. Please note, **THIS PLAN AGREEMENT IS NOT A CONTRACT OF INSURANCE.**

C. Transfer of this Plan Agreement. This Plan Agreement provides coverage for the Covered Home listed in the Plan Summary. If ownership of the Covered Home changes during the term of this Plan Agreement, you must contact us at 1-888-682-1043 to transfer this Plan Agreement to the new owner of the Covered Home within thirty (30) days from the date the ownership of the Covered Home transfers.

D. Governing Law. This Plan Agreement is governed by the law of the state where the Covered Home is located.

E. How We’ll Communicate with You. We may communicate with you via letter mailed to the last mailing address provided by you to us, by email, mobile phone text message, or via your Plan Summary. We may also post messages via your online “MyAccount.” By entering into this Plan Agreement, you expressly agree to such communication methods. All communications will be in English unless otherwise required by Applicable Law.

F. Authorized Representatives. You may designate Authorized Representatives to communicate with us on your behalf regarding a Covered Home or Service Request, provided such individuals are eighteen (18) years of age or older. You must provide us with such designation in writing, or as otherwise directed by us.

G. Privacy Policy. As part of the services provided to you by the Plan Agreement, we may collect, use and disclose personal information about you for the purposes of establishing, managing, and maintaining our relationship with you in accordance with our Privacy Policy, available at www.ahs.com/privacy-policy. Your information may be shared with our Service Contractors and other third parties as explained in our Privacy Policy.

19. Intentionally Omitted

20. Definitions Appendix

The certain words and phrases used in this Plan Agreement mean the following:

Applicable Law: The applicable federal and state laws, rules, regulations, ordinances, and codes that apply to your Plan.

Authorized Representatives: The persons authorized by you to file a Service Request or communicate with us on your behalf.

Breakdown: The electrical or mechanical failure of the Covered Item to operate as designed when installed and used in accordance with the applicable manufacturer’s instructions and Applicable Law.



Cash-in-Lieu Payment: The monetary payment you may receive instead of us repairing or replacing your Covered Item.

Covered Breakdown: A Breakdown of a Covered Item due to a Covered Cause as provided by this Plan Agreement.

Covered Cause: The cause of the Breakdown we will cover as identified in this Plan Agreement.

Covered Home: The real property at the Covered Home address that meets the criteria set forth in his Plan Agreement.

Covered Items: The items, systems, and units (including parts and components) specified in your Plan Summary that are designed for residential use by applicable manufacturer specifications and either:

- (i) Installed within structural walls, on or above the main foundation, and under the roof of the Covered Home; or
- (ii) Is one of the following items that is manufactured for outdoor use or otherwise located in a structure that fully protects it from weather elements that is installed or otherwise connected to the Covered Home for use: air conditioning system, heating system, electrical panel, water heater unit, cleanout, pressure regulator, exterior well pump, septic tank, sewage ejector pump, or pool and spa equipment.

Covered Item Limit: The maximum amount of coverage we will provide to repair or replace the individual Covered Item during the Initial Plan Agreement Term, and after the Initial Plan Agreement Term the maximum amount of coverage we will provide to repair or replace the Covered Item during any twelve (12) month period beginning on the Plan Agreement Renewal Date.

Improper Installation or Repair: The Breakdown caused of the Covered Item caused by the improper installation or repair of the Covered Item.

Installed, Permanently Installed, or Built-In: An item or system that is intended by the manufacturer to be installed, attached or integrated into another item (such as in a wall, countertop, or cabinetry or other items) and is not designed or intended to be freestanding or regularly moveable.

Insufficient Maintenance: The Breakdown of the Covered Item caused by the failure to perform regular or recommended maintenance.

Member, you, or your: The party to this Plan Agreement who either owns the Covered Home or has the authority to direct repairs of Covered Items located within the Covered Home.

Mismatched HVAC System: A covered heating, ventilation and air conditioning system where the components of the Covered Item do not match as required by the applicable manufacturer's instructions or Applicable Law.

Modification: Any necessary alteration, upgrade or replacement that, in order to complete the repair of the Covered Item for the Covered Breakdown, must be made to:

- (i) the area of your Covered Home in which the repair must be made,
- (ii) a separate item or Covered Item in the Covered Home that has not otherwise experienced a Breakdown; or
- (iii) any required connections to the Covered Item.

Modifications Limit: The total amount of coverage we will provide during the Initial Plan Agreement Term, and after the

Initial Plan Agreement Term the total amount of coverage we will provide during any twelve (12) month period beginning on the Plan Agreement Renewal Date if the repair or replacement of a Covered Item requires any of the following:

- (i) Covered Item Modifications; and
- (ii) permits, testing, correction of existing code violations and/or inspections required by Applicable Law.

Normal Wear and Tear: The expected and natural deterioration of the Covered Item that occurs over time when used in a normal and expected manner for residential purposes.

Plan: The home service plan you purchased and is provided by this Plan Agreement. The name of your Plan is identified in the Plan Summary.

Plan Agreement: Means this Home Service Plan Agreement applicable to your Plan.

Plan Agreement Term: The applicable term of your Plan Agreement as described in the Plan Summary.

Primary Function: The primary function(s) which the Covered Item is intended to perform as specified by the manufacturer and is one of the primary purposes a reasonable consumer would purchase the Covered Item for residential use.

Provider, we, us or our: The provider/obligor of the Plan as identified in the Plan Summary.

Rough Finish: The basic level of finish that any access holes or openings made by the Service Contractor will be returned to as part of a Service Request prior to sanding and any application of any primer, sealant, paint, tile or other type of final decorative covering.

Rust, Corrosion, or Sediment: a Breakdown of the Covered Item due to the presence of rust, corrosion, or sediment on or in the Covered Item.

Service Contractor: The independent repair service provider authorized by us to perform services under this Plan Agreement.

Service Request: The individual request for service for a Covered Item you place with us under your Plan.

Trade Service Call Fee or Service Fee: The non-refundable fee collected at the time you submit a Service Request to diagnose the Covered Item, unless otherwise stated in this Plan Agreement.

