

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, WI, 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, WI, 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 Maine, 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]

Request service online 24/7 at ahs.com or by phone at 800.776.4663.



FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

Unless you decide to file a claim solely in your individual capacity in Wisconsin small claims court and notify us in advance of your decision to do so, any dispute or claim relating in any way to this Plan Agreement will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an 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 Maine, Inc. is the provider of this Plan Agreement for Covered Homes located in Wisconsin.

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. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER 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

Request service online 24/7 at ahs.com or by phone at 800.776.4663.



