













**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
<b>Roof Leak Repair*</b> *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.
<b>Well Pump Unit</b>	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.
<b>Septic System Ejector Pump and Pumping</b>	(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.
<b>Pool &amp; Built-in Spa Equipment</b>	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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**B. Service Fee.** The non-refundable Service Fee is due and payable when you submit a Service Request. Please note, the Service Fee will not be refunded even if the Breakdown at issue is not covered by this Plan Agreement.

**C. Additional Costs.** There may be additional costs, including shipping, restocking, and cancellation administrative fees if stated in this Plan Agreement.

**D. Payment.** You authorize us, or third-party payment processors that we may use, to charge, collect, and process payments for fees you incur pursuant to this Plan Agreement to the credit card, debit card, or other approved method of payment you provided to us. Depending on the Plan Price payment method you selected, you may be charged a one-time fee or on a monthly recurring basis. To the extent you receive a replacement credit card, debit card, or other approved method of payment from your financial institution, you authorize us to receive and use such updated replacement information provided by your financial institution. Cancelling or otherwise changing your payment information without informing us will not cancel this Plan Agreement. In addition, depending on the type of payment method you use, there may be additional terms and conditions associated with that particular payment method that you will need to agree to prior to your use of that payment method. If you select monthly payment of your Plan Price, please note that you will be required to keep a payment method on file with us at all times during the Plan Agreement Term.

## 14. How long is your Plan Agreement in effect?

**A. Initial Plan Agreement Term.** The initial term of this Plan Agreement begins on the Initial Plan Agreement Effective Date indicated on the Plan Summary and continues for the time period stated in the Plan Summary subject to the cancellation and non-renewal provisions of this Plan Agreement. Please note that coverage under your Plan does not begin until the expiration of the Initial Coverage Waiting Period stated in your Plan Summary, which may be different than your Initial Plan Agreement Effective Date.

**B. Renewal.** This Plan Agreement will automatically renew on the Plan Agreement Renewal Date for the Plan Agreement Renewal Term stated in your Plan Summary provided that we have received payment of your Plan Price, unless we or you elect to non-renew your Plan Agreement in accordance with the provisions of this Plan Agreement. At least thirty (30) days in advance of the Plan Agreement Renewal Date, or as otherwise required by Applicable Law, we will provide you notice of any change to the Plan Price of your Plan Agreement, and any material changes to the terms and conditions of your Plan Agreement, if any. If you do not contact us at least three (3) days prior to the Plan Agreement Renewal Date and cancel your Plan your Plan Agreement will automatically renew and we will charge the payment method we have on file for you.

**C. Non-Renewal.** We reserve the right, in our sole discretion, not to renew your Plan Agreement. If we elect to non-renew your Plan Agreement, we will provide you with notice of such non-renewal at least thirty (30) days in advance of the date this Plan Agreement will terminate, or as otherwise required by Applicable Law. You may also provide us of your non-renewal of your Plan Agreement at least three (3) days in advance of the Plan Agreement Renewal Date.

## 15. How can your Plan be cancelled?

**A. Your right to cancel.** You may cancel your Plan Agreement at any time for any reason by contacting us via telephone. If you cancel this Plan Agreement, such cancellation will be effective immediately.

**B. Provider's right to cancel.** We may cancel your Plan Agreement or discontinue providing coverage under your Plan for the following reasons:

1. Your failure to pay the required Plan Price when due;
2. Breach of this Plan Agreement by you or your Authorized Representative, including but not limited to nonpayment of your Service Fee when due. If we provide you with an opportunity to cure the breach, any cure must be to our reasonable satisfaction; or

3. Upon discovering fraud or misrepresentation of material facts to us by you or your Authorized Representative related to your Plan Agreement.

**C. Notice of Cancellation.** We may cancel this Plan Agreement immediately and without prior notice to you due to: (i) nonpayment of the Plan Price, (ii) a material misrepresentation made by you to us, or (iii) a substantial breach of your duties under this Plan Agreement. If we cancel this Plan Agreement for any other reason, we will provide you with notice of cancellation and the reason for such cancellation at least fifteen (15) days prior to the stated effective date of the cancellation. We will send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you.

**D. Refunds or Amounts Owed due to Cancellation of this Plan Agreement.**

### 1. Cancellation by you or us within the first thirty (30) days of the Initial Plan Agreement Term.

- a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee.
- b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any Service Request we have provided. In addition, if the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee.
- c. An additional 10% per month will be added to any outstanding refund amount that is not provided to you within forty-five (45) days after your Plan Agreement is cancelled.

2. Cancellation by you or us after the first thirty (30) days and during the Initial Plan Agreement Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any Service Request we have provided plus an applicable administrative fee. If the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. The administrative fee is the lesser of (i) your monthly Plan Price, or (ii) such amount as permitted by Applicable Law.

3. Cancellation by you or us during any Plan Agreement Renewal Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any covered Service Request.

## 16. What do you do if things do not go as expected?

**A. Contact Us.** We believe you deserve a fair and courteous service experience. If you believe that our service did not meet your expectations, please contact us at 1-800-776-4663. We will work with you to resolve any issue that you may have pursuant to this Plan Agreement.

**B. MANDATORY ARBITRATION; CLASS ACTION WAIVER.**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND WE CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE THE PARTIES TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.**

Any dispute or claim between the parties (including our affiliates) relating to or arising from in any way to this Plan Agreement or the relationships between the parties 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.



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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. The parties also agree that the Federal Arbitration Act and federal arbitration law applies to any dispute between the parties. In addition, the arbitrator, and not any court, will have exclusive authority to resolve any dispute between the parties relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Section 16, including that any part of this Section 16 is void or voidable, subject to Section 16.B.3 below.

**1. Notice of Disputes.** If a dispute arises between us, the party who intends to seek arbitration must send a written Notice of Dispute describing the claim and specific relief sought. All notices to us shall be sent to the following email address: legal@ahs.com. All notices to you will be sent to the electronic mail address we have on file for you. The notice must include the initiating party's digital or ink signature and, if the party is represented by an attorney, the attorney's signature. No arbitration shall be commenced, and no arbitration fees shall be assessed, until we have received a compliant written notice and we have had 30 days to evaluate and respond to the notice.

**2. Arbitration Procedures.** The arbitration will be conducted by the Judicial And Mediation Services ("JAMS") under its Streamlined Arbitration Rules and Procedures (the "JAMS Rules"), except as modified by this Section. The JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except as modified by this Section. We will reimburse those fees for claims totaling less than \$10,000 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.

**3. Class Action Waiver.** You and we each agree that any dispute resolution proceedings, including any arbitration, 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. Any dispute or claim will be brought in an individual capacity only, and an arbitrator will have no authority to award class-wide relief or relief to any other claimant. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver provision is unenforceable shall be decided by a court and not an arbitrator.

**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 REPRESENTATIVE ACTION IN ANY FORUM.**

**4. Batching of Similar Actions.** To increase efficiency of resolution, if 25 or more similar arbitration demands, presented by or with the assistance of the same law firm(s) or organization(s), are submitted to JAMS in accordance with the rules described above within a 30-day period, JAMS shall (a) group the arbitration demands into batches of no more than 25 demands per batch (plus, to the extent there are less than 25 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (b) provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. You agree to cooperate in good faith with us and JAMS to implement such a batch approach to resolution and fees.

**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.

**D. SURVIVABILITY AND SEVERABILITY.** Your and our rights and obligations under this Section will survive any termination or expiration of the Plan Agreement. In

addition, if any portion of this Plan Agreement is found to be unenforceable, that portion will be severed, and you and we may enforce the remainder of this Plan Agreement.

## 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 you "MyAccount" at [www.ahs.com](http://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](http://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 Corporation is the provider of this Plan Agreement for Covered Homes located in Alabama, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, West Virginia, and Wyoming. American Home Shield of Florida, Inc. is the provider of this Plan Agreement for Covered Homes located in Florida. American Home Shield of Iowa, Inc. is the provider of this Plan Agreement for Covered Homes located in Iowa. American Home Shield of Maine, Inc. is the provider of this Plan Agreement for Covered Homes in Maine and Massachusetts. American Home Shield of Oklahoma, Inc. is the provider of this Plan Agreement for Covered Homes located in Oklahoma. American Home Shield of Virginia, Inc. is the provider of this Plan Agreement for Covered Homes located in Virginia. American Home Shield of Washington, Inc. is the provider of this Plan Agreement for Covered Homes located in Washington.

**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.







