

## CONTRACT COVERAGE SUMMARY

Service America coverage is designed to keep your equipment in operating condition. We will provide the labor and mechanical parts as outlined below. **Coverage is limited to the items specifically stated as covered. As with all service contracts there are exclusions and limitations. Please read these carefully to fully understand your coverage.**

**Service Availability:** We will provide regular service during normal working hours Monday thru Saturday. Emergency service requests for uncontrolled water leaks will be taken 24 hours a day 7 days a week. Scheduling of both regular and emergency service will be based upon the level of priority, service demand and the availability of technicians

**Repair Coverage:**

Service America is solely responsible to determine when equipment is non-repairable.

**Air Conditioning/Heat Pump Covered:** Thermostat, fuses in unit, compressor, fan motor, blower assemblies, refrigerant, starting and running capacitors, high and low pressure switches and clearing of condensate lines.

**A/C Tune-up Coverage:** Tune-up to be scheduled within contract effective year. Customer is responsible for scheduling tune-up. Availability may be limited during peak seasonal periods.

**Refrigerator Covered:** Compressor, motors, icemaker, door gaskets, coil, electrical and defrost components. Includes free usage of a compact refrigerator as a loaner if we must remove your refrigerator for repairs. In the unlikely event we are unable to respond in a 48-hour period, we will pay you for food spoilage, up to \$100 per contract year.

**Oven & Range Covered:** Self-clean or continuous clean, oven bake and broil elements, surface burners, timer and clock assemblies (if available), door gaskets and electrical components.

**Microwave Oven Covered:** Touch pad, timer and clock assemblies (if available), fan and magnetron tube.

**Dishwasher Covered:** Motor and pump assembly, gasket around door, timer and electrical controls.

**Garbage Disposal Covered:** Clearing of jams in base plate and impellers.

**Clothes Washer & Dryer Covered:** Motor, belts, timer, transmission, pump and heating assembly.

**Electric Water Heater Covered:** Heating element, thermostat and reset overload button.

**Gas Water Heater Covered:** Thermocouple, gas control valve, burner assemblies.

**Ceiling Paddle Fans Covered:** Inside Dwelling Motor & fan switch.

**Extended Plumbing Covered:** Clearing of stoppages in fixture traps. Replace flapper, fill and flush valve, gaskets, tank bolts and handle in two-piece toilets, faucet washers, o-rings and seats on cartridge type assemblies in faucets. Replace water heater relief valve, nipples and flex lines with similar material when leaking. Repair or replacement of main valves, repair of leaks inside walls on water pipes up to 1 inch in diameter and drainage piping up to 4 inch in diameter within the contract holder's home. Lift toilet to replace wax seal or PVC flange for leaks. One piece toilets, bidets and turbo flush/power assist toilets are covered for labor only.

**Minor Electrical Covered:** Inside Dwelling- Faulty circuit breakers, standard accessible wall switches and receptacles, standard dimmer switches, kitchen or bathroom ceiling fluorescent light ballasts and end clips.

**Replacement Coverage:**

Replacement coverage is available for most air conditioner/heating systems (including coil replacement and drain pans except in water cooled units), appliances, garbage disposals and water heaters. Replacement will be made for the reason of obsolescence when the obsolete item(s) is critical to the mechanical operation of the system or appliance. If you have replacement coverage it is indicated by an R next to the specific coverage on the face of this contract.

Service America has the sole right to determine whether a covered system or appliance will be repaired or replaced. Service America is responsible for installing replacement equipment with a similar model of the same capacity, but not for matching dimensions, brand or color. Service America is not responsible or liable for upgrades, components, parts or equipment required due to: (a) the incompatibility of the existing equipment with the replacement equipment, appliance or component of any part thereof; or (b) any new type of chemical or material utilized to run the replacement equipment including, but not limited to, changes and differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments, except when repairing or upgrading covered systems to maintain compatibility with equipment manufactured to be 13 SEER (Seasonal Energy Efficiency Ratio) or 7.7 HSPF (Heating Seasonal Performance Factor) compliant, or compliant with any higher SEER or HSPF requirements. Service America reserves the right to offer cash in lieu of replacement in the amount of our actual cost.

**Limitations & Exclusions:** Equipment will not be replaced due to inefficiency or rust and/or corrosion of components not critical to the mechanical operation of the unit. Equipment will not be replaced due to any failure associated with rust and/or corroded cabinets. There is no replacement coverage for rust and/or corrosion of operational parts in first year contracts. Does not include the cost of alterations where the available brand does not fit. Service America is solely responsible to determine when equipment is non-repairable. There is a 30-day wait for replacement coverage to go into effect from initial date of coverage. There is a \$3,000 limit on the replacement of a covered air conditioning system and a \$1,000 limit on the replacement of each covered appliance, a \$500 limit on replacement of each covered water heater and a \$250 limit on the replacement of microwave ovens. There is a \$100 deductible towards replacement due to the obsolescence of a part.

**General Exclusions & Limitations** The following exclusions apply to all types of coverage, wherever applicable:

1. All equipment must be in operating condition on the original contract effective date. Service America will be the sole determinant of pre-existing conditions that render the system or appliance non-operational prior to coverage dates. Items with such pre-existing conditions are excluded from coverage until repaired.
2. Service America shall not be liable for (i) incidental or consequential damages arising from the operation or failure of the equipment, or its lines, valves, gauges, or controls, or for work performed on the equipment; (ii) diagnosis, repair or mediation of mold, mildew, contamination, rot or fungus, caused by any reason, or for any damage resulting from mold, mildew, rot or fungus including, without limitation, any health problems or damages to property resulting from mold, mildew, rot or fungus; (iii) repairs due to a manufacturer's failure to honor warranties or to provide proper parts or equipment or (iv) repairs or replacement due to rust and/or corrosion, freezing, sediment, tree roots, odor, fire, vandalism, power surges, obsolescence or acts of God or nature.
3. Coverage excludes all types of lines and other systems beyond the equipment or that is not readily accessible including but not limited to main line stoppages, plumbing lines, electrical lines, refrigerant lines, condensate lines, concrete or slab leaks and gas lines.
4. All additions that are not part of the original builder installation.
5. All accessories not critical to the core operation of the equipment: anything of an aesthetic or non-mechanical nature, including but not limited to: filters, knobs, all plastic, chrome, handles, glass, trim parts, door liners, bins, shelf supports, racks, non-available oven clocks, repairing or replacing any cabinet parts, glass range tops, insulation, porcelain, combustion chambers and heat exchangers, or non repairable ice makers, light bulbs, remote controls. Any malfunctions due to computer date recognition failure.
6. Parts Limitations- (i) Foreign and/or built-in appliances are covered up to \$100 maximum per part replaced. (ii) Air conditioning systems – scroll compressor, variable and/or dual compressor, variable speed motor, programmable or communicating thermostats and circuit/control boards are covered for up to a maximum of \$200 per part replaced, (iii) Appliances – circuit/control board and variable speed motors are covered for up to a maximum of \$75 per part replaced.
7. All costs associated with the procurement of permits. Service America administrative fees handling fees and crane fees. Cost to repair or replace for the enforcement of codes, building regulations, ordinances, federal, state, county or city laws.
8. Any necessary modifications, masonry, patching, plastering, cabinetry or carpentry.
9. Any service performed on covered equipment by another company unless approved by Service America in advance.
10. Repairs or replacement due to negligence, misuse or improper installation.
11. Modifications or recalls recommended by manufacturer for equipment already in service.
12. Repair or replacement of equipment if the age, type or style of the equipment is misstated on the face of this contract.
13. Service America reserves the right to delay or suspend service when delivery may be affected by unsafe or hazardous working conditions or during natural disasters or states of emergency.
14. Common area plumbing that is part of a larger structure.

**Notice:** It is the responsibility of the contract holder to provide clear access to the equipment to be serviced as well as entry to the home and parking for the service vehicle. Service America will not assume responsibility for any damages that may be incurred to ceilings, walls, flooring, counter tops or cabinets while moving or repairing customers' equipment. Any water damage resulting from leaks in the residence not directly caused by Service America personnel, such as water damage resulting from A/C condensate line is not covered.

**Co-Pay customers** will be charged per item serviced. There will be no Co-Pay charge for return service calls for the same item within 30 days from the original date of service. Non-payment of Co-Pay may result in suspension of any future service calls until the Co-Pay is met.

**Deductible customers** will be charged per item replaced. Deductible is due prior to replacement of item. Non-payment of Deductible may result in suspension of any future service calls until Deductible is met.

**Changes in Coverage:** Repair Coverage may be added at any time for the appropriate premium, pending inspection. Replacement Coverage can only be added at renewal time, pending inspection. There is a 30-day wait for replacement coverage to go into effect from initial date of coverage.

**Cancellation/Transfer:** If you elect to cancel your contract, you will be entitled to a refund of ninety percent (90%) of the unearned portion of the contract less the cost of repairs or replacements made on your behalf. For this purpose a pro rata portion of the contract amount is earned each month. You may transfer/assign your paid in full contract from one owner to another at the same address, upon written notification and payment of a \$25 transfer fee to Service America from the contract holder of record.

Service America may cancel this contract. If Service America cancels this contract you are entitled to a one hundred percent (100%) refund of the unearned portion of this contract. If replacement coverage is removed from your contract or any portion of your contract you are entitled to receive a one hundred percent (100%) refund of the replacement coverage cost for this contract period.

**Renewal:**

Renewal of this contract or any portion is solely at Service America's discretion.

Revised 10/12/09

**Please list additional coverage or changes below:**

Change of Telephone, Home: \_\_\_\_\_ Other: \_\_\_\_\_

Change of Mailing Address: \_\_\_\_\_

Change of Coverages: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Method of Payment:**

CHECK  VISA  MASTERCARD  DISCOVER  AMERICAN EXPRESS

Card # \_\_\_\_\_ Exp Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please put agreement number on your check. Your check is your receipt.**

