

## APPLIANCE PLAN CONTRACT \$125 Trade Fee

911 Home Warranty Corporation  
8302 gaynor ave. North Hills Ca. 91343

**Certain items and events are not covered by this contract. Please refer to the exclusions, restrictions, and limitations in boldfaced type in this document.**

### 1. COVERAGE OVERVIEW

1. Coverage includes only the items stated as covered, excluding all others and is subject to the limitations, exclusions and provisions stated in this contract. For your specific coverage and selections see this Contract Agreement. which are incorporated into this contract by reference. Please read your contract carefully.

2. Coverage under this contract includes normal wear and tear malfunctions during the contract term (as defined in purchase agreement). Coverage under this contract also includes malfunctions of covered items which occur during the contract term resulting from the following situations prior to and during the contract term:

- a. Insufficient maintenance, rust, corrosion, or sediment;
- b. Improper installations, repairs, or modifications;
- c. Mismatched systems where the indoor and outdoor units were not properly matched to each other in capacity or efficiency for proper operation; and
- d. Undetectable pre-existing conditions which are defects or mechanical failures that could not have been detected by a visual inspection and/or simple mechanical test.

A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate interoperability. A simple mechanical test is defined as turning the item on and off to ensure that it is operational. While turned on, the item should operate without causing damage, irregular sounds, smoke, or other abnormal outcomes. When completing an 911 home warranty approved repair or replacement, 911 home warranty will pay the cost to: their qualify Vendor.

2. CONTRACT TERM AND PLAN FEE NOTE: Contract Terms and Plan Fees vary for each customer classification..

a. FIRST YEAR CUSTOMER First Year Customer contract term begins upon 30 days from the date on your purchase day and continues for one year from that date (unless 911 home warranty approves an alternative contract term in writing) and provided Plan Fees are received by 911 home warranty.

3. RENEWAL CUSTOMER Renewal Customer is an existing 911 home warranty customer whose contract 911 home warranty and has offered to renew or 911 home warranty never stop the monthly charge inform by 30 days written notice before termination. Renewal Customer contract term begins upon expiration of previous contract term and continues for one year (unless customer request in a writing cancellation form,

4. TRANSFER OF OWNERSHIP If the covered property changes ownership during the contract term, you are required to call the Sales phone number on the Contract Agreement pages to transfer coverage to the new owner.

5. REQUESTING SERVICE-

a. 911 Home Warranty must be notified as soon as the malfunction is discovered and prior to expiration of the contract term. (Refer to your Contract Agreement pages for details on how to request service.)

b. 911 Home Warranty will accept service requests 24 hours a day, 7 days a week.

c. 911 Home Warranty will not provide service until all past due Trade Service Call Fees and Plan Fees are paid in full.

d. 911 Home Warranty will not reimburse for services performed without its prior approval.

6. 911 Home Warranty has the right to select an 911 Home Warranty authorized service contractor (Service Contractor) to perform the service.

a. The services will be initiated under normal circumstances within 48 hours after your service request is made to 911 Home Warranty.

b. The Service Contractor will contact you to schedule your service appointment. The appointment will be scheduled for service to be performed during normal business hours.

c. 911 Home Warranty will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service.

d. 911 Home Warranty will accept your request to expedite scheduling of non-emergency service only when a Service Contractor is available. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, you may be required to pay an additional fee.

e. 911 Home Warranty reserves the right to obtain a second opinion at its expense. In the event that 911 Home Warranty informs you the malfunction is not covered under this contract, you have the right to request a second opinion of the cause of the malfunction. You must ask 911 Home Warranty for a second opinion from another Service Contractor within 7 days from 911 Home Warranty informing you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, then 911 Home Warranty may, in its discretion, decide whether to accept coverage under this contract. If you request a second opinion, you will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the initial opinion.

7. In the event 911 Home Warranty authorizes or requests you to contact an independent service contractor to perform a covered service, 911 Home Warranty will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by 911 Home Warranty before any reimbursement will be paid.

8. TRADE SERVICE CALL FEE NOTE: The amount of your Trade Service Call Fee is listed on your Contract Agreement pages titel.

a. You are required to pay a Trade Service Call Fee for each trade service request you submit to 911 Home Warranty. b. If a particular repair or replacement fails within 60 days, 911 Home Warranty will send a Service Contractor to repair the failure and you will not be charged an additional Trade Service Call Fee.

9. APPLIANCE PLAN NOTE: 911 Home Warranty will pay up to two thousand dollars (\$2,000) per Covered Item malfunction for access, diagnosis, and repair/replacement of any covered Appliance.

A. REFRIGERATORS COVERED: All components and parts, except: NOT COVERED: Handles, Knobs, Shelves, Media center ice or water dispenser, Free standing freezer – Multimedia centers – Wine chillers. NOTE: 911 HOME WARRANTY will pay up to \$3,000 per dual compressor refrigerator and built-in combination of both an All-Refrigerator and an All-Freezer for access, diagnosis and repair or replacement. Customer is responsible for payment of any costs in excess of \$3,000 per dual compressor refrigerator and built-in combination of both an All-Refrigerator and an All-Freezer.

B. CLOTHES WASHERS COVERED: All components and parts. Except NOT COVERED : Handles, knobs, bodey scratches or dent, mold or dirty machine, exterior vent and exterior water hose.

C. CLOTHES DRYERS COVERED: All components and parts.

D. RANGES/OVENS/COOKTOPS COVERED: All components and parts.

E. DISHWASHERS COVERED: All components and parts.

F. BUILT-IN MICROWAVE OVENS COVERED: All components and parts.

G. TRASH COMPACTORS COVERED: All components and parts.

10. LIMITATIONS AND EXCLUSIONS NOTE: The following limitations and exclusions apply: General Exclusions from Coverage . This contract does not cover:

a. Routine maintenance (you are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer);

b. Flues, venting, chimneys, and exhaust lines;

c. Repair or remediation of cosmetic defects;

d. Electronic, computerized, or home management systems;

e. Radon monitoring systems, fire sprinkler systems, and solar systems and components;

f. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect; or g. System or appliance upgrades, or repairs or replacements required: (i) when the malfunction is due to missing components, parts, or equipment; (ii) when the malfunction is due to lack of capacity in the existing system or appliance; (iii) when the malfunction is due to under or oversized systems in relation to the square footage of the area being heated or cooled; or Contract to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements, except as otherwise specified in this contract.

11. 911 Home Warranty is not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials.

12. In regard to mold, mildew, bio-organic growth, rot, fungus, or pest damage, 911 home warranty is not responsible or liable for: a. Damages from such causes; b. Diagnosis, removal or remediation of such conditions; or c. Repairs or replacements necessitated by such causes. Partial Exclusions from Coverage and Certain Additional Fees

13. Except as otherwise specified in this contract, 911 Home Warranty is not responsible or liable for: a. Providing or closing access to covered items; b. Costs of construction, carpentry, or other modifications necessary to remove, relocate, or install equipment; or c. Restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint, or the like.

13. You may be charged an additional fee by the Service Contractor if cranes or lifting equipment are needed to install or remove any equipment. Coverage Exemptions Applicable to Certain Breakdowns

14. 911 Home Warranty is not responsible or liable for repairs or replacements when the malfunction is due to: a. Misuse, abuse, or mistreatment, including but not limited to, removal of parts and damage by people, pests, or pets; b. Accidents, fire, freezing, water damage, electrical failure or surge, or excessive or inadequate water pressure; c. Lightning, mud, earthquake, soil movement, storms, or acts of God; or d. A manufacturer's improper design, improper materials or formulations, a defective manufacturing process, or other manufacturing defects. General Limitations of Liability

15. 911 Home Warranty will not be liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.

16. 911 Home Warranty is not responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, or a Service Contractor's neglect or delay in providing, or failure to provide, repair or replacement of such item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage.

17. 911 Home Warranty is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond 911 Home Warranty control.

18. In the event you threaten to harm or actually harm the safety or well-being of: (i) 911 Home Warranty; (ii) any employee of 911 Home Warranty; (iii) a Service Contractor; or (iv) any property of 911 Home Warranty or the Service Contractor, you will be in breach of this contract. In the event you breach this or any other obligation under this contract, 911 Home Warranty may refuse to provide service to you and may cancel this contract.

#### 19. SHARED SYSTEMS AND APPLIANCES-

a. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one 911 home warranty contract for coverage to apply to shared systems and appliances.

b. If this contract is for a multi-unit dwelling other than those specified in Section 18.1, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.

c. Except as otherwise provided in this Section, shared systems and appliances are not covered.

20. RENEWAL 911 HOME WARRANTY may, in its sole discretion, elect to renew this contract for a one year contract term, unless otherwise approved by 911 Home Warranty. In the event we elect to renew your contract, you will be notified of the terms within 30 days prior to expiration of your contract. Unless you notify 911 Home Warranty prior to expiration of your contract, your contract will be automatically renewed and you will be charged applicable Plan Fees.

## 21. CANCELLATION -

1. This contract may be cancelled by 911 Home Warranty for the following reasons:

(a) nonpayment of contract fees or other breach of this contract by the customer;

(b) fraud or misrepresentation by the customer and/or customer representative of facts material to 911 home warranty issuance of this contract; or

(c) a change in laws or regulations that has a material effect on the business of 911 home warranty or 911 home warranty ability to fulfill its obligations under this contract.

2. The customer can't cancel this contract at any time and for any reason.

3. If 911 home warranty cancels the contract within the first 30 days following the beginning of the contract term:

(a) if 911 home warranty has not provided any services, the customer will receive a full refund of all contract fees paid;

(b) if 911 home warranty has provided services and the amount of the service costs incurred by 911 home warranty is less than the contract fees paid, the customer will receive a refund of the contract fees paid, less the service costs incurred by 911 home warranty;

(c) If 911 home warranty has provided services and the amount of the service costs incurred by 911 home warranty is greater than the contract fees paid, the customer shall pay 911 home warranty the lesser of (i) the amount by which the service costs incurred by 911 home warranty exceeds the contract fees paid; or (ii) the amount by which the annual rate listed on the Contract Agreement pages exceeds the contract fees paid.

4. If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling (877) 663-8933 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to initiate such payment arrangements within 30 days.

## MISCELLANEOUS

1. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

2. The residential service company's obligations under this residential service contract are insured under a reimbursement insurance policy issued by 911 home warranty, 8302 gaynor ave ,north hills ca. 91343. You may apply for reimbursement directly to the insurer if a covered service is not provided to the contract holder by 911 home warranty before the 31st day after the date you provide proof of loss.

3. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

4. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable maybe determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR**

REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.