















**C. ADDITIONAL COVERAGE OPTIONS (CONTINUED)**

| Covered Item                                       | What is Covered  | What is Not Covered  | Special Limits  |
|--|--|--|---|
| <b>Self-Contained Portable Spa</b>                 | All above ground, accessible, and operationally necessary parts and components of the heating, pumping, and filtration system of a self-contained spa (defined as requiring no external plumbing, excavation, or electrical work) including pump motor, blower motor, and timer. | <p>(i) Electrical; water and sewer lines leading to or away from self-contained spa; access to self-contained spa equipment;</p> <p>(ii) Lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;</p> <p>(iii) Fill line and fill valves; built-in or detachable cleaning equipment including, without limitation, pop-up heads, turbo valves, skimmers, chlorinators and ionizers;</p> <p>(iv) Fuel storage tanks; disposable filtration mediums; multi-media centers; dehumidifiers; salt water generators and components; heat pump.</p>   | The Covered Item Limit is \$3,000.  |
| <b>Saltwater Pool &amp; Built-in Spa Equipment</b> | All above ground, accessible, and operationally necessary components and parts of the pool/spa heating, pumping, and filtration system including pool sweep motor and pump, pump motor, plumbing pipes and wiring, and saltwater cell and circuit board.                         | <p>(i) Underground components (including pipes and wiring); lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;</p> <p>(ii) Heat pump pool heaters or any other type of pool heater that is powered by anything other than electricity or gas.</p> <p>(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;</p> <p>(iv) Fuel storage tanks; disposable filtration mediums; heat pump, salt, panel box, and dials; and</p> <p>(v) Self-contained portable spas.</p> | <p>1. The Covered Item Limit is \$3,000.</p> <p>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.</p> |

**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. Permit Limit.** This Plan Agreement provides coverage up to \$250 total to obtain any permits that are required to complete the approved repair or replacement of a Covered Item during the Initial Plan Agreement Term. This amount is in addition to any applicable Covered Item Limit, subject to the Plan Agreement Aggregate Limit of Liability. **Except as provided in this section, permits required to complete the repair or replacement of the Covered Item are not covered. This coverage does not apply if the Plan Type in the Plan Summary states this is a Renewal Plan.**

**C. Code Violations and Upgrade Limit.** This Plan Agreement provides coverage up to \$250 total during the Initial Plan Agreement Term to correct existing code violations and/or upgrade to current code requirements in order to complete an approved repair or replacement of a Covered Item. This amount is in addition to any applicable Covered Item Limit, subject to this Plan Agreement Aggregate Limit of Liability.

To the extent an existing code violation prevents us from diagnosing the Breakdown, you will be required to remedy the code violation before we proceed with your Service Request. Except as provided in this section, corrections of or upgrades required to meet code requirements for the Covered Item are not covered. This coverage does not apply if the Plan Type in the Plan Summary states this is a Renewal Plan.

D. If your Plan is ShieldComplete, 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 \$1,000 and is in addition to any applicable Covered Item Limit, subject to this Plan Agreement's Aggregate Limit of Liability. The Permit Limit and Code Violations and Upgrade Limit in this section are included in the Modifications Limit, and are NOT in addition to the Modifications Limit. **Once the Modifications Limit has been met, the provisions in this section apply to any costs above the Modifications Limit.**

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**E. Repair or Replacement Workmanship Guarantee.** Repairs and replacements performed on a Covered Item have a thirty (30) day workmanship guarantee, in addition to any applicable manufacturer's warranty that may be included with any replacement parts or equipment. If a particular repair or replacement under your Service Request fails within thirty (30) days after completion, we will send a Service Contractor to correct the Covered Breakdown and you will not be charged an additional Service Fee. We will determine, in our sole discretion, whether to use the same Service Contractor who performed the original repair or replacement.

**F. Costs that may not be Covered by this Agreement.**

There may be items or services that are not covered by this Agreement but are necessary for the repair or replacement of the Covered Item (for example, special permits or Modifications). In this situation(s), you will be responsible for the costs of repairing or replacing the non-covered items and services. Your failure to agree to pay the costs of the non-covered items and services may result in a delay or otherwise prevent the repair or replacement of your Covered Item. We are not responsible for any delays, or additional costs you may incur, from your refusal to pay for non-covered items or services.

**G. Requesting a Second Opinion of a Breakdown Diagnosis.**

If you have been informed that your Service Request includes a Breakdown that is not a Covered Breakdown, you have the right to request a second opinion within seven (7) days from the date you were informed of the coverage decision. You will be required to pay an additional Service Fee at the time you request the second opinion. If an alternative Service Contractor is reasonably available, we will assign an alternative Service Contractor to provide the second opinion. In addition, we reserve the right to request a second opinion at our cost. Upon receipt of the second opinion, we will determine, in accordance with this Plan Agreement, whether a Covered Breakdown has occurred, and if so, whether to repair or replace the Covered Item. If you requested the second opinion and we determine that the second opinion is different from the original diagnosis and the Breakdown is a Covered Breakdown, we will refund you the amount of the additional Service Fee.

**H. Circumstances Where you may Receive a Cash-in-Lieu Payment Instead of a Repair or Replacement.** If the Covered Item has experienced a Covered Breakdown, you may be offered Cash-in-Lieu Payment. If you agree to our offer, your Cash-in-Lieu Payment will be the amount we would have paid to repair or replace your Covered Item (including but not limited any special discount pricing or rates, shipping, restocking charges or other fees or costs to complete your request), which means the amount will likely be less than the retail cost in your area to repair or replace the Covered Item.

In addition, there are certain situations where we may require you to accept a Cash-in-Lieu Payment instead of proceeding with a repair or replacement. These situations include, but are not limited to the following:

- i. Applicable Law prevents us from performing a repair or replacement of the Covered Item;
- ii. A breach of the "Be Respectful" section of this Plan Agreement;
- iii. Repair or replacement of the Covered Item is not reasonably feasible; or
- iv. The repair or replacement will exceed an applicable Covered Item Limit.

In these circumstances, your Cash-in-Lieu payment will be the amount equal to our reasonable estimate of retail cost in your area to repair or replace the Covered Item, subject to any applicable limit identified in this Plan Agreement.

Your Cash-in-Lieu Payment cannot be more than the applicable Covered Item Limit stated in this Plan Agreement. We will pay you no later than 30 days after we provide you with notice that you will receive Cash-in-Lieu Payment. We may issue, and you agree to accept, the Cash-in-Lieu Payment via electronic funds transfer, e-cards or check, at our discretion. **We will not provide future coverage for the impacted Covered Item until you give us documentation reasonably acceptable to us proving that you had the Covered Item appropriately repaired or replaced.**

## **10. Can you find your own Service Contractor?**

We will provide you with a Service Contractor. In certain limited situations as determined by us, we may ask or permit you to find and contact your own service contractor to diagnose the Breakdown of the Covered Item at our cost. If we authorize you in advance to find your own Service Contractor, the service contractor will be required to contact us directly at the contact information we provide you with at the time we authorize you to use your own service contractor after diagnosing the Breakdown and prior to proceeding with any repair or replacement of the Covered Item. We will review the diagnosis, and if a Covered Breakdown has occurred, authorize the work and cost necessary for the repair or replacement of the Covered Item in accordance with this Plan Agreement. We may request that your service contractor invoice us directly for the cost of diagnosis and any authorized repair or replacement. If your service contractor will not invoice us directly, we will reimburse you the agreed upon price for the diagnosis and any authorized repair or replacement. **Please note that the failure of either you or your service contractor to receive prior authorization from us for either (i) any authorized work necessary for the diagnosis and repair or replacement of the Covered Item, and (ii) the cost of such work, may result in no reimbursement provided to you.** The Workmanship Guarantee identified in this Plan Agreement applies to any work authorized by us.

## **11. Are there additional benefits and maintenance services?**

You may be eligible to receive or otherwise have access to additional services and benefits, including certain maintenance services, beyond those specified in this Plan Agreement that may be provided by third party organizations, us or our affiliates. In such cases, you may receive notification of the availability of one or more of these additional services and benefits and related communications via any of the communication methods identified in this Plan Agreement. Each of those services may be governed by their own separate terms and conditions that you may be required to agree to prior to the provision of such service or benefit. Unless otherwise specified in those additional terms, the terms and conditions of this Plan Agreement apply to those services. You may be charged an additional fee for such services if you elect to use such services.



## **12. What are your obligations under this Plan Agreement?**

**A. Be Current on all Plan Fees.** In order to receive the benefits of your Plan and this Plan Agreement, you must be current on all required payments – including the Plan Price and any Service Fees that you may have incurred. We will not provide service under this Plan Agreement if any required payments are past due.

**B. Provide Required Information.** We may ask you for additional information in order to complete your Service Request. This may include confirmation of your information listed in the Plan Summary, a copy of your home inspection report, proof of repair, receipts or invoices, or any other information we reasonably determine will assist us in evaluating eligibility and coverage under this Plan Agreement. It is important that you provide us with this information as soon as possible, and in any event no later than thirty (30) days from the date we request such information. Failure to provide the information we request within thirty (30) days of the date of the request will result in the cancellation of your Service Request, and if your Plan Agreement subsequently expires, you will not be entitled to any coverage under the Plan Agreement for that Service Request.

**C. Timely Submission of Your Service Request.** The coverage provided by this Plan Agreement does not begin until the Plan Agreement Effective Date, subject to any applicable coverage waiting period. You must file your Service Request during the Plan Agreement Term. Any Service Request filed after the Plan Agreement Term will be denied, regardless of when the Covered Breakdown occurred.

**D. Update Your Contact Information.** Keep your contact information, and that of any Authorized Representatives, current and up to date. You can update your information by visiting [myaccount.ahs.com](http://myaccount.ahs.com) or calling us at 1-800-776-4663.

**E. Notify us if you no longer own the Covered Home.** If you no longer own the Covered Home during the Plan Agreement Term and wish to cancel the Plan Agreement, you must notify us within thirty (30) days from the date you no longer own the Covered Home. Failure to notify us within this thirty (30) day time period will result in a maximum refund of 1/12 of the annual Plan Price, as measured from the date you no longer owned the Covered Home.

**F. Be Respectful.** Treat our representatives and Service Contractors with respect. We know that requesting service can be stressful, but if you or anyone interacting with us on your behalf are verbally abusive or threaten the safety, well-being, or property of us, our employees or other representatives, or our Service Contractors, or if you fail to provide a reasonably safe environment for services to be performed, we may cancel your Plan in accordance with the terms of this Plan Agreement and Applicable Law.

## **13. What payments are required of you?**

**A. Plan Price.** Your Plan Price is due and payable as stated in your Plan Summary, unless we have otherwise provided you with a different price in writing. If you have elected to pay your Plan Price on a monthly basis, the Plan Price is the annual Plan Price amount divided by twelve (12). After the Initial Plan Agreement Term, the Plan Price is paid on a monthly basis unless we agree otherwise.

**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.

## **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.





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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 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 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](http://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.



