

Terms and Conditions

Technology Insurance Lic # 03605

RESPONSIBILITY FOR BENEFITS OWED TO YOU

Technology Insurance Company is the service contract issuer and provider responsible for the performance of contractual obligations under this Service Agreement, including service performance and payment of cost of any benefits ovable to You under the Agreement. HomeServe USA Repair Management (Florida) Corp. ("HomeServe") has designed the protection program provided to You under this Service Agreement, and manages and administers the delivery of benefits owed to You under the Agreement. HomeServe will be responsible for reviewing, processing and adjusting any claim You may have for benefits under this Service Agreement. HomeServe will serve as Your ordinary point-of-contact for any questions or concerns You may have with respect to Your Service Agreement; You may also contact the obligor and contract issuer, Technology Insurance Company, with any further inquiries. Technology Insurance Company has given HomeServe authority to act on its behalf in processing claims under this Service Agreement and in assisting You in processing payments and other transactions under this Agreement, and HomeServe will act on behalf of Technology Insurance Company in providing these services to You. All other terms and conditions of this Service Agreement are subject to, and modified by, the allocation of responsibilities set forth in this paragraph.

This contract provides repair and replacement of most major parts for covered components necessary due to normal wear and tear, including inherent defects in material.

LIMIT OF COVERAGE:

During the Term of the Plan, the Plan pays only for the repair/replacement of Your Electric, Natural Gas or Propane Water Heater (Water Heater) in order to restore its operational use in the most cost-effective manner as determined solely by the Administrator. If a work permit is required, We will obtain the proper permit before work on Your Water Heater starts. We will pay up to \$850 per annum for the repair or replacement of Your Water Heater (Cover Limit).

We will pay for the repair or replacement of most major parts of tank-based Electric, Natural Gas and Propane Water Heaters, including:

Gas Water Heater - Burner supply tube and assembly, drain valve, gas valve, pilot light, supply tube and assembly, temperature control, thermocouple, T/P relief valve, main burner. Electric Water Heater - Drain valve, lower thermostat, lower element, T/P relief valve, upper thermostat, upper element.

There is a 90 day waiting period from the Enrollment Date before Your Water Heater can be replaced. It is considered a pre-existing condition, and not eligible for replacement, if within 90 days of Your Enrollment Date We determine that Your Water Heater cannot be repaired. All repairs will comply with all code requirements, but We (or any Technician) are not under any obligation to notify You of or to fix any code violations that are discovered during the visit to Your home.

We must have reasonable access to Your premises to diagnose and repair problems. We will try to schedule a mutually convenient appointment, but will be excused from performance if reasonable access is not provided. You may be responsible for a Service Call charge if a Technician must return to Your premises due to denied access or a missed appointment. We are not liable for delays or failure to perform services covered under your Plan due to circumstances beyond Our control, including, but not limited to, labor strikes, civil unrest, work stoppages or acts of nature.

The Water Heater must be in good working order and free of leaks prior to enrolling in the Plan.

WHAT THIS AGREEMENT DOES NOT COVER:

This Plan does not cover:

1. Water Heaters that do not meet industry standards.
2. Any repair to and/or maintenance of Your Water Heater to the extent that, after reasonable effort, We determine that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition.
3. Service to Your Water Heater for problems that were known or should have been known to You resulting from damage incurred or existing prior to the Plan Effective Date.
4. Service problems that were obvious at the time You subscribed to the Plan.
5. Replacement of the Water Heater Tank within 90 days of Your Enrollment Date. If within 90 days of Your Enrollment Date, We determine that Your Water Heater Tank requires replacement for any reason, the cost of such replacement will not be covered under this Plan.
6. Service to Your Water Heater damaged by Your action or negligence or the action of third parties (such as vandalism), natural disasters, acts of nature and/or other insurable events such as fire, windstorm, flood, hurricane, or other similar acts.
7. The venting (exhaust and power venting), jacket and interior doors, supply and delivery

water piping, wiring and or electric service.

8. Commercial grade water heaters and tanks larger than 100 gallons; tankless systems; rooftop, or hanging units, or combination ambient heat/domestic hot water heating units.
9. Where a repair is the result of corrosion as the direct result of the action of a liquid external to the Water Heater, for example a pipe leaking on to the Water Heater.
10. Any Water Heater not individually owned by You or for which You do not have sole responsibility.
11. Moving or displacing any furniture or equipment necessary to access the Water Heater.
12. Any damage caused, or costs incurred, to gain access to Your Water Heater, including restoration costs, are Your responsibility. For example: plaster, drywall, or ceiling repair costs are not covered under this Agreement. All Covered Repairs or Covered Replacements must be readily accessible.
13. Water heaters supplying multiple units within a building or multiple buildings and any facility used for commercial purposes.
14. Recreational Vehicles.
15. Replacement due to restricted lines, and repair or replacement due to water pressure in excess of 80 psi.
16. Outbuildings not attached to the primary residence.
17. Repairs or replacements due to failure to properly maintain, salt corrosion or damage from animals.
18. Updating Your Water Heater to meet code, law or ordinance requirements or changes thereto.

REPAIR PROCEDURES:

1. If You believe that Your Water Heater is in need of repair or replacement due to normal wear and tear including inherent defects in material, contact the Plan repair line at 1-877-444-7731.
2. If it is determined that you have a Covered Repair or Covered Replacement, We will dispatch a Technician to conduct a diagnosis of Your Water Heater and if feasible carry out a repair.
3. In the event that You have a Covered Repair and We are unable to repair Your Water Heater to its operational use, We will make available to You Your limit of coverage for the year, less the cost of any Service Calls for the same period, to be used for the purchase and installation of a new Water Heater.
4. We will only pay for like for like replacement of Your Water Heater and for the avoidance of doubt We will not pay for an upgrade in capacity or functionality. Where no like for like replacement is available, for example due to obsolescence, We will pay for the purchase and installation of a standard Water Heater of the same or similar capacity.
5. If You choose to use one of Our Technicians to obtain and install Your Water Heater, We will reimburse the Technician directly and You will only be liable to the Technician for any amounts in excess of the limits of coverage or otherwise not covered by this Agreement.
6. In certain instances, some or all of the needed repairs may not be covered by the Plan. If you elect to have Non-Covered Repairs performed (or repairs beyond your program limits), You will be responsible for paying any Non-Covered Repair costs directly to the Technician. If a Technician is dispatched and it is determined that You have a Non-Covered Repair, the cost will be deducted from Your Cover Limit.

PERMANENT REPAIRS:

All permanent repairs will have a minimum of a one year repairer's guarantee.

FRAUDULENT CLAIMS AND WAIVER OF RIGHT TO FUTURE CLAIMS:

Customer understands and agrees that if customer submits a fraudulent claim on this Plan, We will cancel this Plan in accordance with the cancellation provisions.

In the event that We or Our Technician make You aware of any reasonable remedial or maintenance work required to Your Water Heater to prevent a Covered Repair or Covered Replacement, You must provide evidence of having carried out such work in order for Your coverage to continue. We will not carry out Covered Repairs or Covered Replacement where We have made You aware of the need for such maintenance or remedial work and You have failed to undertake it.

WAIVER:

No waiver of any term or condition shall be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the Parties hereto.

SUCCESSORS AND ASSIGNS:

Except as provided to the contrary in these Terms and Conditions, all of these Terms and Conditions shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

SEVERABILITY:

In the event any provision or portion of these Terms and Conditions shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of these Terms and Conditions, all of which shall remain in full force and effect and shall constitute the complete understanding of the Parties.

APPLICABLE LAW:

The validity and effect of this Plan and these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State in which the covered property is located.

DISPUTE RESOLUTION:

We strive to provide You with the highest standards of service. If You feel that Our service has not met Your expectations or You have a question or concern, please contact Us at: 5301 Blue Lagoon Drive, Suite 400, Miami, FL 33126, or call 1-877-444-7741.

HEADINGS:

The headings of the sections and paragraphs herein are inserted for convenience in reference only and are not intended by the Parties to be a part of or to affect the meaning or interpretation of this Agreement.

DEFINITIONS:

You or **Your** means the homeowner of a single-family residence and the purchaser of this Plan.

We, Us, and Our means(i), HomeServe USA Repair Management (Florida) Corporation, 5301 Blue Lagoon Drive, Suite 400, Miami, Florida 33126 ("HomeServe"), in its capacity as Administrator and manager of the benefits owed under this Service Agreement, and (ii) Technology Insurance Company, 59 Maiden Lane, New York, NY 10038 ("Technology"), which underwrites and is responsible for providing the benefits owed to You under this Service Agreement. You may contact us at the foregoing address or by calling us toll free at 1-877-444-7741.

Plan means Water Heater Repair/Replacement Plan.

Covered Repair is any repair of eligible parts or materials as defined in these Terms and Conditions and not specifically excluded by these Terms and Conditions as defined under the section titled "WHAT THIS AGREEMENT DOES NOT COVER."

Covered Replacement is replacement of Your Water Heater as defined in these Terms and Conditions and not specifically excluded by these Terms and Conditions as defined under the section titled "WHAT THIS AGREEMENT DOES NOT COVER."

Enrollment Date means the date Your application is processed.

Effective Date is the date You become eligible for Covered Repairs or Covered Replacement. Your Effective Date for Covered Repair is thirty (30) days after Your Enrollment Date, and Your Effective Date for Covered Replacement is ninety (90) days after Your Enrollment Date.

Party or Parties shall mean either Us or You, the person that has entered into this Agreement (together referred to as the "Parties").

Service Call means a single repair or replacement performed by Our Technician to restore Your Water Heater to its operational use or otherwise replace it.

Term means the period of time, starting with the Effective Date, Your Plan will remain in effect, assuming You have not had a Lapse of Coverage. A Term is defined as a month in length.

RENEWAL:

This Plan can be automatically renewed by You provided We continue to offer the Plan and timely payments are made by You for additional Terms. If additional Terms are purchased by You without Lapse of Coverage, Your Effective Date of coverage will remain the same. This Plan may be cancelled as outlined under Cancellation.

LAPSE OF COVERAGE:

If full payment for the renewal of this Plan for an additional Term is not received by Us from You within thirty (30) days from the date payment was due, a Lapse of Coverage will have occurred. In such event, Your coverage under this Plan will terminate on the final day of the last Term for which You made full payment to Us in a timely manner, without notice to You. Our administration of this Lapse of Coverage provision in any one instance shall not be deemed to constitute a waiver of Our right to terminate Your coverage in the future as described under this provision.

If Your payment is received by Us after a Lapse of Coverage has taken effect, Your payment will be returned to You. You must then re-enroll in the Plan. When your coverage is re-issued, You will have a new Effective Date. Any additional billing resulting from the handling of a partial payment or Lapse of Coverage may result in a service fee.

CANCELLATION:

If You cancel this agreement within 30 days of the Enrollment Date We will refund Your payment in full.

You may cancel this contract after 30 days from the Effective Date by providing written notice. You

will be entitled to a pro-rata refund less the cost of any Covered Repairs or expenses incurred by Us for a Technician to attend Your property as a result of Your request for a repair. Any refund not paid to You by Us within 30 days is subject to a 10% monthly penalty.

This Policy Shall be non-cancelable by Us, except for:

- (a) Nonpayment of premium;
- (b) Fraud or misrepresentation by You of facts material to the issuance of this Plan or in connection with a claim under this Plan.

If We cancel, we will provide you with written notice of cancellation as required by law. You will be entitled to a refund of 100% of the unearned pro rata premium.

TECHNICIAN:

We agree to perform the services hereunder and may contract with an independent Technician to fulfill repair or replacement services, this entity will be known as a Technician. In no event shall Our Technicians, or any of Our Technicians' agents or employees, be deemed agents and employees of Ours.

AGREEMENT:

This Agreement is the complete and exclusive statement of the understanding of the Parties with respect to this Plan and supersedes all prior understandings and agreements, whether written or oral, between Us and You relating to the subject matter hereof.

TERMS AND CONDITIONS:

The Terms and Conditions are included in, and are a subset of, the entire Agreement.

Non-Covered Repairs are any and all repairs (materials and associated labor charges) that occur on parts or materials not explicitly stated as a Covered Repair or Covered Replacement under this Plan.

WATER HEATER REPAIR/REPLACEMENT PLAN:

This Water Heater Repair/Replacement Plan is a service Agreement that will pay for the repair or replacement of the Water Heater identified below that is inside Your single-family home to the extent that it malfunctions as a result of normal wear and tear including inherent defects in material and such malfunction is not excluded from the Plan under these Terms and Conditions.

ELIGIBILITY FOR COVERAGE:

One agreement is required per covered residence. If You have more than one Water Heater at Your Property then You must purchase a Water Heater Repair Plan for each individual Water Heater.

OVERLAPPING COVERAGE:

If You find You have another service agreement or insurance policy which provides similar benefits, You can notify us immediately. We will refund Your Service Agreement fee as long as no Service Call has been provided. You may be required to provide a copy of the contract/policy showing similar coverage.

OUR RIGHTS:

We reserve the right to change the fee for this Plan upon giving You thirty (30) days written notice. We also reserve the right to modify this program upon thirty (30) days written notice to You. We also reserve the right not to renew this Plan.

Our obligations are limited in the event Your property was not eligible for coverage under the Plan(s). If We determine Your property was not eligible, then Our sole obligation under the Plan(s) is to refund the payments made by You. When this refund is paid, the Plan(s) will be void as of the date of the original Enrollment Date.

THIS PLAN IS NOT AN INSURANCE CONTRACT, AND IS NOT TRANSFERABLE BY YOU. THIS PLAN PROVIDES REPAIR OR REPLACEMENT SERVICE FOR COVERED REPAIRS OR COVERED REPLACEMENT REQUIRED DUE TO NORMAL WEAR AND TEAR INCLUDING INHERENT DEFECTS IN MATERIAL. WE SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT ARISE FROM (1) ANY DEFECTS IN MATERIALS USED TO MAINTAIN COVERED REPAIRS OR COVERED REPLACEMENT; OR (2) DEFECTS IN WORKMANSHIP PROVIDED UNDER THE PLAN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OFFERED WITH THIS PLAN. OUR LIABILITY FOR DEFECTIVE MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL AND/OR A CORRECTIVE SERVICE VISIT. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ANY OTHER EXPENSES, LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF YOUR PLAN OR ANY SERVICE COVERED UNDER THE PLAN OR THE USE OR INABILITY TO USE THE SERVICE TO WHICH THE PLAN APPLIES.