

Service Contract / Terms of Coverage

1. This contract is only available on attached condominiums and home/detached condominiums that are less than 1,000 square feet.
2. This Service Contract is transferable for a \$25 fee.
3. Gold Shield Home Protection Inc. ("Company") will not reimburse for services performed without Company authorization.
4. This Service Contract will automatically terminate for non-payment of Service Contract fees or deductibles; or for fraud and/or misrepresentation of facts material to the issuance of this Service Contract.
5. Company shall have the sole discretion to repair or replace a service call item.
6. The seller and buyer will assign all unexpired warranties or guarantees received in connection with the purchase of any covered items to the Company. The seller and buyer will use their best efforts to enforce any unexpired, non-assignable warranties and guarantees at Company's request.
7. Company will NOT cover any items already covered in a homeowner's insurance policy. Documentation from your insurance company may be requested.
8. Each contract is limited to an aggregate liability of \$10,000.
9. **ARBITRATION CLAUSE:** Any dispute arising under this agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration costs equally. The arbitrator's award shall be final and binding and may be enforced by any Court of Law.

General Limitations

1. This is a limited Service Contract and may not cover all systems and/or items found in the home. If a system and/or items are not listed as covered then they are NOT COVERED.
2. The maximum Company liability on many items is NOT enough for replacement cost. Replacements will only be done if specifically stated in this Service Contract or if the maximum liability amount is enough to cover replacement of that item.
3. This Service Contract covers only those parts of mechanical systems which: Are located in a single family residence and/or condominium unit; are in place, operative and located within the main perimeter of the main foundation of the home on the effective date of this contract; are not located in rooms or buildings used for commercial or business purposes.
4. Company is not responsible for repairs or replacements required as a result of missing parts, fire, explosion or other casualty, whether or not insured by homeowner, war, terrorism, flood, smoke, water damage, lightning, freeze, earthquake, theft, storms, accidents, vandalism, code violations, improper installation, acts of God, accidental damage, negligence and misuse. This Service Contract is intended for mechanical / component failures only.
5. This contract does not cover pre-existing conditions. Covered items must be in good working condition at the time this contract is executed.
6. Company will not upgrade equipment or improve due to lack of capacity or failure to meet city, state, federal, or utility regulations or upgrades required by law including, but not limited to, permits.
7. Company is not liable for consequential, incidental or secondary damage.
8. Service requests involving toxic material, lead-based paint, mold, or asbestos are not covered.
9. When it is necessary to open floors, walls or ceilings to make plumbing and/or electrical repairs, the Company will restore them to a primed finish.
10. All replacements will be made with comparable materials and with standard makes and models. Appliance color is not guaranteed on replacements.
11. Appliance coverage is limited to appliances located in the primary kitchen only.

Seller and Buyer Coverage

1. CENTRAL HEATING SYSTEM (must be centrally ducted) (limit 1 unit)

COVERED: Gas, electric, heating element, heat exchanger (**buyer only**), burners, gas valves, baseboard convectors, pumps, motors, switches, thermostat (non-digital), relays, accessible ductwork, and wiring.
NOT COVERED: Space heaters, inaccessible duct work, registers, grills, filters, oil storage tanks, solar heating systems, radiators, clocks, chimneys, chimney liners, fireplaces, digital equipment, digital thermostats, and energy management systems, wood burning stoves, free standing, and portable or thru-wall units.
COMPANY MAXIMUM AGGREGATE LIABILITIES: Seller \$400; Buyer \$1,500 for units less than 15 years old all others \$500.

2. PLUMBING SYSTEM

COVERED: Leaks and breaks to water lines, drain, gas, vent or sewer lines, valves to shower, tub diverter, faucets, toilet tank assemblies, vent and sewer lines.
NOT COVERED: Water damage from system failure, stoppages or clogs, sinks, bath tubs, toilet tank and bowl, shower base pans, tub enclosures, tile fields, leach beds, sewage ejectors, grouting, caulking, tile, lawn, sprinklers, mineral deposits, cracking and chipping of porcelain, storage or holding tanks, loss due to insufficient capacity, rust-out, water, drain, sewer lines located outside the main foundation of the home, tree roots, high or low water pressure, galvanized plumbing, damage from freezing, and plumbing in or under a cement slab or basement floor.
COMPANY MAXIMUM AGGREGATE LIABILITIES: Seller \$400; Buyer no limit on this item, contract limits do apply.

3. WATER HEATER

COVERED: All components of gas or electric units only.
NOT COVERED: Oil hot water tanks, loss due to insufficient capacity, mineral or chemical deposits.
COMPANY MAXIMUM AGGREGATE LIABILITIES: Seller \$200; Buyer \$500 unless unit is more than 10 years old then buyer limit is also \$200.

4. ELECTRICAL SYSTEM

COVERED: All wiring, breakers, panels, switches, fuses, conduit, junction boxes and receptacles.
NOT COVERED: Meter boxes, service entrance cables, inaccessible and/or underground wiring, and electrical system or wiring located outside the main foundation of the home. Damage from: water, overload, power failure, lightning or a power surge.
COMPANY MAXIMUM AGGREGATE LIABILITIES: Seller \$400; Buyer no limit on this item, contract limits do apply.

Additional Coverage For Buyer Only

1. CENTRAL AIR CONDITIONING SYSTEM (Limit 1 unit)

COVERED: Compressor, motors, coils, thermostat, valves, leaks in freon lines, liquid suction line dryers, fuses, breakers, disconnect boxes, wiring, condensing units. Coverage is limited to electric-freon central air conditioning units only.
NOT COVERED: Natural gas air conditioning units, filter, water cooled units, freestanding or portable, or thru-wall units, recovery of freon, digital equipment and energy management systems, condenser fins, drain pans, cleaning, pads.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$1,000 on units less than 15 years old \$500 on all others.

2. GARBAGE DISPOSAL

COVERED: All parts and components including motor, wiring, blades, switches, and casing.
NOT COVERED: High capacity units. Replacements will be standard units only.
COMPANY MAXIMUM AGGREGATE LIABILITY: No limit on this item, contract limits do apply.

3. KITCHEN REFRIGERATOR

COVERED: Compressor, seals, coils, thermostat, frost-free mechanisms and controls.
NOT COVERED: Racks, shelves, ice makers, ice crusher, beverage dispensers, interior thermal shells, food spoilage and freezers.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$600

4. RANGE/OVEN/COOKTOPS

COVERED: Burners, wiring elements, switches, thermostats, pilot assemblies, doors and hinges, self-cleaning mechanisms.
NOT COVERED: Clocks, meat probe assemblies, rotisseries, racks, shelves, handles, and knobs.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

5. DISHWASHER

COVERED: Built in dishwashers only. Motor, pump, timers, seals, gaskets, latches, heating elements, switches and air gap spray arm. (Read limitations)
NOT COVERED: Dish racks or shelves.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

6. MICROWAVE

COVERED: Built-in units only. All parts and components including electronic timer, transformer, magnetron tube, door latch and touch panel. (Read limitations)
NOT COVERED: Removable and/or cleanable bottoms.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

7. DOOR BELL (Entire system is covered)

COMPANY MAXIMUM AGGREGATE LIABILITY: No limit on this item, contract limits do apply.

8. ROOF COVERAGE (Repair coverage only)

COVERED: Rolled roofing, asphalt shingles, flashing. Coverage for leaks only.
NOT COVERED: Replacement of entire roof, rotted wood, flat and/or hot tar roofs, tiled roofs, enclosures / sunrooms and metal roofs.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$400

OPTIONAL COVERAGE WHEN ADDITIONAL FEE HAS BEEN PAID:

1. WASHER AND DRYER PACKAGE

COVERED: All components and parts.
NOT COVERED: Venting, lint screens, knobs, dials, plastic mini-tubs, soap dispensers, filter screens, damage to clothing.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$400 per appliance.

2. WATER SOFTENER

COVERED: Domestic water softener.
NOT COVERED: Conditions of insufficient or excessive water pressure, color or purity of water, water filters, salt replacement, rust or corrosion, normal maintenance responsibilities, rental units and water purification systems.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$600

3. SWIMMING POOL (Must be in-ground, built-in pool)

COVERED: All mechanical parts and components for the heating, pumping and filtration system.
NOT COVERED: Foundation, walls, cracks, settlement, and slides.
COMPANY MAXIMUM AGGREGATE LIABILITY: \$600

4. DELUXE PLUMBING & ELECTRICAL PACKAGE

Additional Coverage: All clogs and stoppages inside the foundation of the home, toilet tank and bowl, \$500 in coverage towards repair / replacement of sewer line to the street, lighting fixtures, and service cables.