

{Customer Name},

**Congratulations and welcome to the family!** Please find enclosed the contract booklet outlining your valuable home protection policy. Take a moment to review it, and if you have any questions, don't hesitate to reach out to our dedicated customer service team at 1-800-209-4783 and we will be more than happy to help ensure you understand the coverage. We appreciate your patronage and are standing by to help when you need it most.

Be sure to familiarize yourself with the coverage, agreement-holder requirements, and procedures in the event of a mechanical breakdown. Proper maintenance of your home will ensure your home and its systems & appliances stays in the best condition possible as per the manufacturer guidelines. When something does break down, we have included detailed instructions for you to get our help as soon as possible further on in this agreement.

We strongly advise you to keep this agreement in your home so you are always prepared in the event of a breakdown.

Welcome to the CoverageX family! We look forward to providing you with the peace of mind and financial security that comes with your new breakdown protection.

## Deluxe Home Service Contract

### Seller

CoverageX LLC

8333 Bryan Dairy Road  
Seminole, FL 33777

### Administrator

MBA Financial, LLC

15657 N Hayden Road Ste 1366  
Scottsdale, AZ 85260

Claims: 1-800-209-3387

Customer Service: 1-800-209-4783

# DECLARATIONS

**Administrator:**

MBA Financial, LLC  
15657 N Hayden Road, Ste 1366  
Scottsdale, AZ 85260

**Policy Number: {Contract ID}**

## CONTRACT HOLDER

<b>Customer Name – Primary</b>	{Customer Name}
<b>Customer Name – Secondary</b>	{Customer Name 2}
<b>Customer Phone – Primary</b>	{Customer Phone}
<b>Customer Phone – Secondary</b>	{Customer Phone 2}
<b>Customer Email Address</b>	{Customer Email}
<b>Customer Mailing Address</b>	{Customer Address}

## COVERED PROPERTY INFORMATION

<b>Property Address</b>	{Property Address}
<b>Year Built</b>	{Property Year Built}
<b>Square Footage</b>	{Property Square Footage}
<b>Dwelling Type</b>	{Property Type}

# DECLARATIONS

## CONTRACT INFORMATION

COVERAGE LEVEL	DELUXE
SERVICE FEE	\$75.00
CONTRACT EFFECTIVE DATE	{EFFECTIVE DATE}
CONTRACT EXPIRATION DATE	{EXPIRATION DATE}
WAITING PERIOD	30 Calendar Days in addition to <b>CONTRACT EFFECTIVE DATE</b>
ACTIVATION FEE	\${DP}
MONTHLY POLICY PAYMENT	\${MP}
CANCEL FEE	\$75.00

### ADDITIONAL COVERAGE OPTIONS

- |                                                  |                                                 |
|--------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Boiler                  | <input type="checkbox"/> Swimming Pool          |
| <input type="checkbox"/> Central Vacuum System   | <input type="checkbox"/> Secondary Refrigerator |
| <input type="checkbox"/> Septic System           | <input type="checkbox"/> Well Pump              |
| <input type="checkbox"/> Free-Standing Freezer   | <input type="checkbox"/> Wine Cooler            |
| <input type="checkbox"/> Programmable Thermostat | <input type="checkbox"/> Additional AC Unit     |
| <input type="checkbox"/> Spa Equipment           |                                                 |

Surcharges may apply for each Additional Coverage Option (if selected), which will be represented within the total contract premium shown in the Payment Plan Agreement

## DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. **ADMINISTRATOR ("WE", "US", "OUR"):** the party that administers this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT. ADMINISTRATOR information is provided on Page 1 of this CONTRACT.
2. **BREAKDOWN:** a covered item becomes inoperable and unable to perform its designed function.
3. **CONTRACT:** this service CONTRACT that provides the COVERAGE that YOU have purchased from the SELLER.
4. **CONTRACT HOLDER ("YOU", "YOUR"):** the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.
5. **COVERAGE:** the COVERAGE YOU have purchased as provided by the CONTRACT.
6. **COVERED BREAKDOWN:** a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. The Exclusions & Provisions of this contract detail instances in which a COVERED PART will be excluded from qualifying as a COVERED BREAKDOWN.
7. **COVERED PART:** any part of the HOME that is specified as covered in the Schedule of Coverages and authorized by US for repair or replacement.
8. **DECLARATIONS PAGE:** the page of this CONTRACT titled DECLARATIONS.
9. **SERVICE FEE:** the fee that is due by YOU for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined by this Agreement.
10. **OBLIGOR:** Palmer Administrative Services, Inc. (located at 3430 Sunset Avenue, Ocean NJ 07712, tel. 1-800-209-3387) is the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.
11. **SERVICE PROVIDER:** the entity responsible for providing service under this Agreement.
12. **SELLER:** the company from whom YOU purchased this CONTRACT. SELLER information is provided on Page 1 of this CONTRACT.

**This Home Service Contract is not a contract of insurance.**

## LIMIT OF LIABILITY

WE will not pay more than the current market value for any appliance, system or item unless otherwise noted. OUR obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$5,000 per twelve (12) month period while this CONTRACT remains in force.

WE have the sole right to determine whether a covered item needs to be repaired or replaced. If WE decide to replace the covered appliance, item, system or electronic equipment, WE are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. WE are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TVs or Radios in Refrigerators.

WE reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what WE would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Liability. All equipment covered by this Agreement must be in good working condition as of the Contract Effective Date and be reasonably clean and accessible at the time of service.

This Agreement does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection. WE reserve the right to obtain a second opinion at OUR expense. WE reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of OUR obligation under the terms of this Agreement. WE reserve the right to rebuild a part or component or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Agreement.

WE are not a Service Provider and are not Ourselves undertaking to repair or replace any such systems or components. In the event that there is any other collectable insurance, service agreement, warranty, or guaranty coverage available to YOU covering a loss also covered by this Agreement, this Agreement will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. WE will not pay for parts covered under a manufacturer's warranty. This Agreement does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Agreement does not cover the cost of opening or closing walls, floors, or ceilings.

# SCHEDULE OF COVERAGES

Major brands of equipment will be covered under this Agreement subject to availability of repair parts. Only those items specifically named as covered are eligible for COVERAGE. **Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit OUR right to decline coverage for items not specifically mentioned.**

**Note:** Component sections denoted with † indicate an optional additional COVERAGE that must be purchased at the time of sale, and the corresponding box on the Declarations Page, section Additional Coverage Options, must be checked to qualify for coverage.

## 1. COOLING/HEATING SYSTEMS:

**A. Central Air Conditioning (includes Heat Pumps):** (Electric only) COVERAGE is available on residential cooling systems not exceeding a five (5) ton capacity.

**COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.

**NOT COVERED:** All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains, primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.

**B. Central Home Heating:** (Gas or Electric) **COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat.

**NOT COVERED:** All other components, including but not limited to: Ductwork, Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves.

**C. Additional Air Conditioning Unit (includes Heat Pumps) †:** (Electric only) Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. **COVERED:** condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.

**NOT COVERED:** All other components, including but not limited to: Ductwork, Gas air conditioning systems, Wi-Fi thermostats, baseboard casings, coils, line driers, portable units, registers, grills, clocks, timers, flues and vents, condenser casings, portable electric air cleaners, filters, humidifiers, service valves, driers, refrigerant, refrigerant line sets, refrigerant reclamation, belts, wiring, wiring harness, circuit breakers, drains,

primary and secondary drain pans, drain line stoppages, roof jacks or stands, chilled water systems, unit accessories, improperly sized cooling systems, wall units not ducted when designed to be ducted by the original manufacturer.

## 2. APPLIANCES AND OTHER SYSTEMS:

A. **Water Heater:** (Gas or Electric) **COVERED:** gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element.

**NOT COVERED:** All other components, including but not limited to: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

B. **Range/Oven/Cooktop:** **COVERED:** surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring.

**NOT COVERED:** All other components, including but not limited to: Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

C. **Built-In Microwave:** **COVERED:** door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts.

**NOT COVERED:** All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

D. **Kitchen Refrigerator – excluding icemaker:** **COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

E. **Icemaker (In Refrigerator or Stand Alone):** **COVERED:** mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm.

**NOT COVERED:** All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

F. **Dishwasher:** **COVERED:** heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts.

**NOT COVERED:** All other components, including but not limited to: Baskets, filter, hard

water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.

G. **Kitchen Exhaust Fan**: **COVERED**: all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards.

**NOT COVERED**: All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

H. **Interior Electrical System**: **COVERED**: all interior AC wiring including receptacles, switches, fuses, single and two pole breakers.

**NOT COVERED**: All other components, including but not limited to: Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; central vacuum systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

I. **Plumbing System**: **COVERED**: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs.

**NOT COVERED**: All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.

J. **Central Vacuum System †**: **COVERED**: All mechanical system components and parts. **NOT COVERED**: All other components, including but not limited to: ductwork – hoses – blockages – accessories.

K. **Doorbell System**: **COVERED**: All components and parts, except as noted as Not Covered.

**NOT COVERED**: All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.

L. **Septic System †**: **COVERED**: sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house.

**NOT COVERED**: All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.

M. **Trash Compactor**: **COVERED**: Removable buckets, lock, and key assemblies. **NOT COVERED**: All other.

N. **Programmable Thermostat †**: **COVERED**: Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or



built-in wall unit.

**NOT COVERED:** All other components.

O. **Swimming Pool and/or Spa †**: **COVERED:** coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool sweep motor and pump, above ground plumbing pipes and wiring, except:

**NOT COVERED:** All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers, chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.

P. **Well Pump †**: **COVERED:** all components and parts of well pump utilized for main dwelling only, except:

**NOT COVERED:** All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.

Q. **Clothes Washer**: **COVERED:** water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts.

**NOT COVERED:** All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

R. **Clothes Dryer**: **COVERED:** gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element.

**NOT COVERED:** All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

S. **Garage Door Opener**: **COVERED:** all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors.

**NOT COVERED:** All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.

**T. Ductwork: COVERED:** accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills.

**NOT COVERED:** All other components, including but not limited to: Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.

**U. Ceiling Fans: COVERED:** ceiling fan motors and controls (replaced with builders standard).

**NOT COVERED:** All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.

**V. Garbage Disposal: COVERED:** all mechanical and electrical components and parts.

**NOT COVERED:** All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.

**W. Freezer (Free-Standing) †: COVERED:** all parts and components that affect the operation of the unit.

**NOT COVERED:** All other components, including but not limited to: Ice makers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.

**X. Wine cooler †: COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.

**Y. Secondary Refrigerator – not including icemaker †: COVERED:** condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.

**NOT COVERED:** All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

**Z. Boiler †: COVERED:** All mechanical system components and parts.

**NOT COVERED:** All other components, including but not limited to: components which are part of the heating system and not part of the boiler, including but not limited to

water feeders, thermostats, relays, zone valves, expansion tanks, piping, valves, fittings, external wiring, and additional circulators.

## AGREEMENT HOLDER RESPONSIBILITIES

1. Read the entirety of this agreement. Check YOUR agreement for COVERAGE and familiarize yourself with its terms and conditions. Only the parts listed above in the Schedule of Coverages are eligible for COVERAGE under this agreement. Verify that both personal contact information and covered property information is correct & accurate at the time of underwriting this policy. Immediately contact the ADMINISTRATOR, listed on Page 1, if any information is incorrect.
2. YOU, the Agreement Holder, warrant that the appliances and systems are:
  - a) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool or spa equipment);
  - b) In good working order on the Contract Effective Date;
  - c) Properly maintained; and
  - d) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).
3. YOU must ensure that WE issue an authorization to proceed with repairs to qualify for COVERAGE. **ANY REPAIRS COMPLETED WITHOUT OUR PRIOR AUTHORIZATION WILL NOT QUALIFY FOR COVERAGE.**

## INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

1. YOU are required to receive prior approval from US before service work can be performed under this Agreement. You should notify US as soon as the problem is discovered. WE will accept service calls 24 hours a day, 7 days a week, at: 1-800-209-3387, or YOU may file YOUR claim online at [coveragex.com/claims](http://coveragex.com/claims) and follow the instructions on the site.  
**EMERGENCY REPAIR:** In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. YOU should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify US of such fact through the use of the toll-free number provided to YOU in this Agreement or email ADMINISTRATOR with contact and Agreement information at [claims@coveragex.com](mailto:claims@coveragex.com). Appliance failure is not considered an emergency. If the determination has been made by ADMINISTRATOR that the failure is covered, WE will give the proper authorization to the licensed, bonded and insured service professional YOU selected to repair or replace covered failures and repairs.
2. Upon request for service, WE will contact an authorized SERVICE PROVIDER within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized SERVICE PROVIDER will contact YOU to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If YOU should

request US to perform non-emergency service outside of normal business hours, YOU will be responsible for payment of additional fees and/or overtime charges.

3. WE have the sole and absolute right to select the SERVICE PROVIDER to perform the service; and WE will not reimburse for services performed without prior approval.
4. YOU will pay up to a \$75 SERVICE FEE per claim or the actual repair cost, whichever is less. The SERVICE FEE is for each visit by OUR approved SERVICE PROVIDER and is payable to OUR approved SERVICE PROVIDER at the time of each visit. The SERVICE FEE applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The SERVICE FEE also applies in the event YOU fail to be present at a scheduled time, or in the event YOU cancel a service call at the time a SERVICE PROVIDER is in route to YOUR home or at YOUR home. Failure to pay the SERVICE FEE will result in suspension or cancellation of this Agreement until such time as the proper SERVICE FEE is paid. At that time, COVERAGE may be reinstated.
5. If service work performed under this Agreement should fail, then WE will make the necessary repairs without an additional SERVICE FEE for a period of ninety (90) days on parts and thirty (30) days on labor.

## EXCLUSIONS AND PROVISIONS

The following are exclusions under this Home Service Contract:

1. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters, or adding or draining refrigerant for appliances or HVAC units.
2. This CONTRACT only covers residential properties including single family homes, townhomes, or condominiums, for the respective square footage as shown in the Dwelling Type. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this CONTRACT will not be covered. COVERAGE is for occupied residences only, defined as being occupied by an occupant for no less than 30 days prior to the date in which a BREAKDOWN occurs.
3. Breakdowns which occur after the Contract Expiration Date.
4. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
5. Missing parts or structural changes.
6. Any appliance or system deemed or classified by the manufacturer as commercial.
7. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
8. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
9. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond OUR control.
10. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.

11. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
12. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
13. Failures due to rust or corrosion within the first sixty (60) days from the initial Contract Effective Date.
14. Any service or repair associated with hazardous material treatment, removal, or disposal.
15. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.
16. The diagnosis, repair, removal or remediation of mold, mildew, bio -organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.
17. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
18. Failures due to an inherent design flaw from the manufacturer.
19. Sewage backup.
20. This CONTRACT does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. WE are not responsible for service when permits cannot be obtained, nor will WE pay any costs relating to permits.

## TRANSFER OF AGREEMENT

1. The CONTRACT HOLDER may transfer this contract to a new owner of the existing Covered Property address, with OUR approval. The decision to approve transfers is entirely within OUR discretion and may be denied for any reason. This CONTRACT is non-transferrable to a new address and is only valid for the original Covered Property address shown in the Declarations page.
2. To transfer the CONTRACT, the CONTRACT HOLDER or new Covered Property owner must contact US at the phone number listed on Page 1 of this CONTRACT, and submit the following information and documentation at time of transfer request:
  - a. Proof of the ownership change such as a bill of sale, deed or title;
  - b. An administrative processing fee of seventy-five dollars (\$75.00).

## CANCELLATION

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing or via phone, at 15657 N Hayden Road Ste 1366, Scottsdale, AZ 85260 or 1-800-209-3387 and submitting a request to cancel the CONTRACT, or as otherwise required by law.
  - a. If cancelled within 30 days of purchase, the ADMINISTRATOR shall issue a full refund to the CONTRACT HOLDER.
  - b. If cancelled after more than 30 days have elapsed from the Contract Effective Date, a prorated refund of the current monthly term will be issued less any claims paid and less the cancellation fee indicated on page 3.
2. The ADMINISTRATOR reserves the right to terminate this CONTRACT in the event of misrepresentation by YOU during the contract purchase, misrepresentation by YOU when filing a claim, or if the Covered Property's systems or appliances are discovered to have been modified in a way that was not disclosed to US at the time of purchase.

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## INSURANCE STATEMENT

**This service CONTRACT is not an insurance policy.**

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## CONTRACT TERM & ELIGIBILITY

COVERAGE is effective given the BREAKDOWN occurs after the waiting period time, indicated on Page 3 ("Declarations – Contract Information"), has elapsed.

This CONTRACT will automatically be renewed on the Contract Expiration Date listed on Page 3 unless YOU indicate intent to cancel or fail to continue to make YOUR monthly finance payment indicated on the Payment Plan Agreement. Unless WE have given YOU written notice of OUR intent to elect not to renew, YOU may renew by paying the Monthly Policy Price, listed on Page 3. The waiting period will not apply for renewal terms, provided YOUR payment is received by US within 30 days of expiration. If YOU would like to request an updated version of this CONTRACT, please contact the ADMINISTRATOR.

**Payment Plan Agreement**

Payment Plan Provider

**SING For Service, LLC a/k/a Mepco**

Service Contract #: {Policy ID}

BUYER	SELLER	Dealer #: {Dealer #}
<b>Name:</b> {Customer Name}	<b>Name:</b> CoverageX LLC	
<b>Address:</b> {Customer Address}	<b>Address:</b> 8333 Bryan Dairy Road	
<b>City, State, Zip:</b> {Customer City, State, Zip}	<b>City, State, Zip:</b> Seminole, FL 33777	
<b>Phone:</b> {Customer Phone}	<b>Phone:</b> 1-800-209-4783	
<b>Email:</b> {Customer Email}	<b>Salesperson:</b> {Sales Agent Name}	

<b>Administrator</b>	MBA Financial, LLC
<b>Contract Effective as of:</b>	{Contract Effective Date}

You, the Buyer, may purchase the Home Service Contract ("HSC") for the Cash Sales Price shown in the Itemization of Payment Plan Amount, or according to the terms of this Payment Plan Agreement ("Agreement"). By signing this Agreement, you choose to purchase the HSC from the Seller according to this Agreement. The HSC is issued by "Administrator". The HSC number is provided at the top of this Agreement. You and we agree to be bound by the terms of this Agreement. "We," "Us" and "Our" refer to the Seller shown above, and upon assignment of this Agreement, to SING For Service, LLC ("MEPCO"). The important disclosures below are part of this Agreement.

IMPORTANT DISCLOSURES		
<b>INITIAL PAYMENT</b>	<b>TOTAL SALES PRICE</b>	<b>TAXES ON SALE</b>
\$(DP)	\$(TOTAL PREMIUM)	\$0.00
<b>Payment Schedule</b>		
<b>Number of Payments</b>	<b>Each Monthly Payment Amount</b>	<b>When Monthly Payments are Due (Each Month Beginning)</b>
12	\$(MP)	{Payment Date}

**Security Interest:** You give us a security interest in any refund due upon cancellation of the VSC.

**Late Charge:** Except as provided below, if you do not make your full payment within five

(5) days of its scheduled due date, you will pay a late charge of the lesser of Ten Dollars (\$10.00) or five percent (5%) on the part of the payment that is late. If you live in Arizona, California, Colorado, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, New York, Oklahoma, South Carolina, Virginia, West Virginia, Wisconsin or Wyoming, your late charge will be the lesser of Ten Dollars (\$10.00) or five percent (5%) of the part of the payment that is late, if you don't make your payment within ten (10) days of its scheduled due date. If you live in Maine, Massachusetts, Mississippi, or North Carolina your late charge will be the lesser of Five Dollars (\$5.00) or five percent (5%) of the part of the payment that is late if you don't make your payment within fifteen (15) days of its scheduled due date.

**Prepayment:** If you pay off your payment plan early, you will not have to pay a penalty. **Please read this Agreement for additional information on security interests, non- payment default and our right to require repayment in full before the scheduled maturity date.**

**PAYMENT OPTIONS:** You have paid Seller the Initial Payment in the amount set forth above. You will make your renewal payments, as scheduled and disclosed in the Important Disclosures section above, to MEPCO.

#### **PAYMENT OPTION SELECTED:**

##### **Authorization**

The balance of the Initial Payment shall be paid by you, and you hereby authorize MEPCO to make the applicable number of consecutive monthly charges to your credit/debit card or bank account listed below, in the amounts and at the times disclosed in the Payment Schedule (plus late charges and returned payment charges, if any). This authority remains in effect until MEPCO has received written notification of termination from you in time to allow reasonable opportunity for MEPCO to act on it or until the final installment payment plus all late charges and return fees have been paid from the account listed below. If charging a payment to your credit card or bank account causes you to go over your credit limit or account balance, your card issuer or bank may charge you a fee.

##### **Credit Card Authorization**

Card Number: \*\*\*\*\*{Last 4 of CC} Exp. Date: {CC Exp Date}



## NOTICE TO PURCHASER

**1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of this Agreement. 3. You have the right to cancel the Vehicle Service Contract at any time and make no further payments. 4. You have the right to pay in advance the full amount due without penalty. 5. Keep this Agreement to protect your legal rights.**

BY SIGNING BELOW, OR BY MAKING YOUR FIRST PAYMENT AFTER YOU HAVE RECEIVED A MAILED OR ELECTRONIC COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

PURCHASER	SELLER
<p>X <u>/s/ {Agent Name}</u>  <u>Phone Authorized Agent</u>  Signature</p> <p><u>{Sale Date}</u>  Date</p>	<p>X _____  Signature</p> <p><u>{Sale Date}</u>  Date</p>

In accordance with the terms and conditions of the agreement between Seller and MEPCO, Seller hereby assigns its right, title and interest in this Agreement to MEPCO, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603.

## ADDITIONAL TERMS AND CONDITIONS

**PROMISE TO PAY:** You agree to pay us the Payment Plan Amount according to the terms of this Agreement.

**LATE CHARGE AND RETURNED PAYMENT CHARGES:** You agree to pay the late payment charges specified in the Important Disclosures on Page 2. The applicable late charge is based upon your state of residence at the time you sign or ratify this Agreement.

**Except as provided below**, if any payment you make is returned unpaid for any reason, after we make any demand applicable law requires, and wait the time any applicable law requires, you agree to pay us a returned payment charge of Twenty-Five Dollars (\$25.00). If you live in **Arizona** or **Massachusetts**, you agree to pay a returned payment charge of Ten Dollars (\$10.00). If you live in **California** or **Wisconsin**, you agree to pay a returned payment charge of Fifteen Dollars (\$15.00). If you live in **Connecticut**, **Idaho**, **New York** or **Utah**, you agree to pay us a returned payment charge of Twenty Dollars (\$20.00). If you live in the **District of Columbia**, **Iowa** or **Wyoming**, you will not pay returned payment charges. If you live in **Maine**, **Virginia** or **Vermont**, you will be liable for returned payment charges as prescribed by a court, if we take action against you.

All late charges, returned payment charges or other fees you incur must be paid in the next monthly payment and in accordance with the payment option you select and/or is in effect at the time of the next monthly payment.

**CANCELLATION AND ASSIGNMENT OF RIGHTS:** You have the right to cancel the VSC at any time in accordance with the terms of the VSC. If you exercise the right to cancel the VSC before making all payments, you agree to send written notice of the cancellation to the Administrator and to us. You authorize us to direct the Administrator/Seller to cancel the VSC if we do not receive any payment within ten (10) days of the scheduled payment date, as applicable law allows.

You hereby grant us a security interest in and assign to us your right to receive refunds pursuant to the VSC. If the VSC is cancelled before you have paid the full Payment Plan amount and any other fees or charges due to us under this Agreement, any refund due to you after proceeds are applied to your outstanding obligations under this Agreement (the "Buyer Refund") will be paid to you. The Buyer Refund is calculated in the manner described in the VSC, but based on amounts actually paid by you rather than the Cash Sales Price of the VSC. If you are entitled to a Buyer Refund, you will receive the refund from the Seller or the Administrator of the VSC. No assignee of the Seller shall have a contractual or other responsibility under this Agreement or the VSC to pay or calculate such refund, or for the performance of any other services required by the VSC.

**PAYMENTS AFTER CANCELLATION:** Any payment you make after we receive notice of cancellation will constitute a reinstatement of the VSC, but will be applied to your outstanding obligation under this Agreement. Neither the acceptance nor the application of any payment will constitute the reinstatement of the VSC or constitute a waiver of any default hereunder.

**DEFAULT:** If you fail to make any payment when due or subject to the requirement in this section, fail to comply with any other provision in this Agreement (default), after notice and any right to cure required by applicable law, we have the right to cancel the VSC and take any action permitted by law to collect what you owe. Upon cancellation, you agree that we may collect and receive any refunds or proceeds with respect to the VSC. We will apply those refunds and proceeds to your outstanding obligations under this Agreement. If there is a surplus in excess of One Dollar (\$1.00), you are entitled to the surplus. Except where prohibited by applicable law, you hereby release and discharge us from any liability for damages with respect to cancellation of the VSC due to default and you shall indemnify and hold us harmless from any liabilities, claims, damages or causes of action for any action taken as a result of your default under this Agreement. Our failure to require strict performance of any provision in this Agreement or to exercise any of our rights under this Agreement will not waive or relinquish any future right under this Agreement.

**\*\*If required by applicable law, we will only consider the failure to comply with other provisions of this Agreement an event of default if our prospect of payment, performance, or realization of collateral is significantly impaired. Where required, we bear the burden of establishing significant impairment.**

**POWER OF ATTORNEY:** In the event you default under the terms of this Agreement, and if allowed by applicable law, you hereby irrevocably appoint us as your true and lawful attorney-in-fact with respect to the VSC until all amounts payable hereunder are paid in full. If allowed by applicable law, you agree that we will have full power under this power of attorney to (1) cancel or reinstate the VSC, (2) endorse or execute, in your name, all checks issued and all other

documents or instruments relating to the VSC, (3) receive, demand, collect or sue for any amounts relating to the VSC due and owing to us by the Administrator, insurer, Seller, or other obligor, and (4) take such other actions as are necessary to further the purposes of this Agreement.

**ACCEPTANCE, RATIFICATION, ACCURACY:** This Agreement shall be effective when signed by you and us, or where applicable, upon the first of the following events to occur after we mail you a copy of the Agreement: (1) you sign and transmit to us a copy of the signed Agreement, in wet ink or electronically, or (2) you make your first payment. Either signature or payment according to the terms of the Agreement ratifies and makes effective your and our obligations under the Agreement. You may not modify the preprinted terms of this Agreement.

**SERVING AND COLLECTION CONTACTS:** By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from us, and any assignee of this Agreement, concerning your Agreement, including calls to collect what you owe. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. Your consent covers all types of calls. We do not charge you for such calls. Your wireless carrier will charge you for our incoming calls and text messages according to your plan.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between you and us. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by us. No oral changes to the terms of this Agreement are binding on you or us.

**REMEDIES, GOVERNING LAW, WAIVERS:** This Agreement is governed and construed in accordance with federal law and the laws of the state of your residence, as provided on the first page of this Agreement. Each provision in this Agreement will be interpreted so as to be effective and valid under applicable law. This Agreement includes an arbitration provision. By signing or ratifying this Agreement, you agree to be bound by the terms of the arbitration provision.

**MISCELLANEOUS:** The content and format of this Agreement has been adopted to provide you with important information in a clear and familiar form and its use does not imply that any particular federal or state law relating to lending or installment sales applies to this Agreement or transactions it contemplates. You expressly acknowledge and understand that the purchase of a VSC is not required either to purchase or obtain financing for a Vehicle. Time is of the essence in this Agreement.

For purchases primarily for personal, family or household use, the following disclosure applies. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.**

**ARBITRATION PROVISION.** This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign or ratify this Agreement.

**EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship (including any such relationship with third parties who do not sign this Agreement, such as an assignee of the Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. You may obtain a copy of the rules of the AAA by visiting its web site ([www.adr.org](http://www.adr.org)). We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law.

This Arbitration Provision relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you live, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the extent allowed by the Federal Arbitration Act. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous.

If any part of this Arbitration Provision, other than the Class Action Waiver, is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

**STATE LAW DISCLOSURES: OHIO:** If you reside in Ohio, the following disclosures applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.