

# Coverage Terms and Conditions

## A: COVERAGE (V.09) May 2016

### 1. Platinum Home Warranty Coverage

- A. Thank you for choosing Platinum Home Warranty. We (Platinum Home Warranty) are here to help keep your home systems running properly. The current systems and units in your home all have a different life expectancy, and your warranty is designed to help them reach their life expectancy. Your home warranty aims to provide some protection for high out-of-pocket repair expenses. Coverage is not all-inclusive, and there may be situations in which you (the homeowner), will need to pay additional costs for parts or services not covered by the warranty plan. In the event that any unit needs to be replaced, you will be credited fair market value for that unit towards the purchase of a new unit when replaced by Platinum.
- B. We are not liable for replacement of units or systems that have missing parts or components.
- C. We will arrange for a qualified service person to repair and/or replace covered systems and appliances in accordance to the terms and conditions of this contract.
- D. Your coverage includes items that you have selected within your application. Any items you have not selected will not be covered.
- E. To qualify for coverage, all items must be in good working order at close of escrow or inception of this contract. Covered items must have failed due to normal wear and tear. They must have been maintained as specified by manufacturer's requirements and recommendations, and must have been properly sized and installed to meet federal, state, local, manufacturer specifications and industry codes and standards. Maintenance is not included in this contract but is available for an additional fee.
- F. A representative will be available to assist you with emergency service issues 7 days a week, 365 days a year, by calling 602.733.5000.

### 2. Coverage Terms and Conditions

- A. This contract is a binding agreement between PLATINUM HOME PROTECTION, L.L.C. an Arizona company located at 2933 North 16th Street, Phoenix, AZ 85016, and the person(s) indicated on this contract, referred to as "Homeowner."
- B. This contract applies to the dwelling at the address indicated on the front of the contract. If the dwelling has multiple units, coverage must be in place on all units in order for any shared component to be covered.
- C. This contract applies to items located within, or servicing the main residence. Outside buildings or detached structures are not covered.
- D. The warranty plan and optional coverage(s) selected on the application outline the items covered or not covered in this contract. Refer to the

Covered Systems and Appliance section for the detailed information on specific coverage of systems, appliances, electronics, and other services.

- E. This contract covers single-family dwellings, town homes, condominiums, manufactured homes, duplex, triplex, or fourplex homes under 5,000 square feet. Dwellings exceeding 5,000 square feet require a phone quote at 602.733.5000.
- F. This contract represents the complete agreement between PLATINUM and the Homeowner. This contract supersedes all prior proposals, or understandings implied, orally stated, written or otherwise.
- G. This contract adopts all Arizona state regulated contract laws. These laws and procedures will be adhered to in the event of legal proceedings.
- H. Before using this contract, it is the Homeowner's first obligation to seek reimbursement or service from Homeowner's insurance, manufacturer warranties, distributor warranties, or contractor warranties.
- I. Changes to policy can only be made at time of renewal or within 10 days of ordering policy.

## **B: COVERAGE PERIOD**

### **3. Contract Coverage Terms**

- A. All contracts are for (1) full year, unless otherwise indicated on the application.
- B. Contract coverage begins on the date of the application approval and issuance of a "Confirmation Number." Where applicable, coverage will begin on the close of escrow date.
- C. For coverage to begin, payment must be paid in full (or in accordance with approved payment plan). If warranty coverage is purchased during a real estate transaction, payment is due within 14 days of close of escrow.
- D. If a home inspection was not performed on this home, coverage will begin 31 days after (a) close of escrow or (b) payment received.
- E. If an inspection was performed, a copy of the inspection may be requested to complete a warranty claim.

## **C: REQUESTING SERVICE**

### **5. Requesting Service and Filing Claims**

- A. If a covered system or appliance fails, or the Homeowner suspects a problem, the Homeowner is required to immediately call us at 602.733.5000 to request service.
- B. Standard business hours are 8:00am to 5:00pm Monday - Friday.
- C. Service must be requested prior to this contract's expiration date.
- D. We will arrange for a service provider to contact the homeowner to schedule an acceptable time for all for the repair visit.
- E. We reserve the right to obtain a second opinion at our own expense. The Homeowner may also obtain a second opinion at the Homeowner's expense.
- F. We have the discretion to determine which provider performs the service.

If we give the Homeowner authority to contact an independent contractor, we will reimburse the Homeowner for fees up to, but not exceeding, limits covered in this contract. Prior to service, it is the Homeowner's responsibility to ensure contractor is licensed, qualified and repair is covered by this contract. All contractors must be willing to bill for services rendered.

- G. To qualify for reimbursement for any labor or materials, the Homeowner must first receive our approval and a service tracking number.
- H. We will make all reasonable efforts to provide timely service. In the event that the Homeowner requests expedited service on a non-urgent/non-emergency item (see Urgent/Emergency Service Defined), the homeowner will be responsible for all fees, including weekend, evening and holiday rates.
- I. The homeowner is responsible for a \$65 trade call fee for each requested trade. This fee is charged on each trip to the property and includes up to two items, if not exceeding a total of 2 hours of work performed. This fee applies regardless of whether the diagnosis results in exclusion from coverage. If the homeowner is not present at the scheduled time of the service call or cancels the request once the technician is already in route, the homeowner remains responsible for this fee.
- J. All repairs performed on weekends, holidays or non-standard business hours will require a premium labor charge of \$100.
- K. The service fee is due at time of service, directly to the authorized and approved Platinum representative.
- L. If the homeowner fails to pay the service fee, coverage will be suspended until the service fee and all related collection costs are paid in full.
- M. Contracts under suspension are not eligible for refunds until account balance is paid in full.
- N. The Homeowner is liable for all court and legal fees associated with the collection of any outstanding fees over (60) days.
- O. Services performed under this contract have a (30) day warranty. During this time, no service fee will be charged.
- P. We are not responsible for delays in service based due to factors beyond our control. These factors may include, but are not limited to, labor shortages, delays in obtaining a part, system or appliance, and/or weather conditions.

## **D: LIMITATIONS OF LIABILITY**

### **6. Maximum Liability of Platinum Home Protection**

- A. We have the discretion to determine whether a system, appliance or component will be repaired or replaced, or if the homeowner will be given a cash disbursement. In cases in which we choose to cash out a claim in lieu of repair or replacement, the amount will be equal to our actual cost to repair or replace that system or appliance. This amount is less than retail. We are not responsible for work performed once the cash out offer is accepted, and, in some cases, the system or appliance may be excluded from further coverage under the warranty.
- B. Aggregate limits are indicated throughout in this contract. An aggregate limit is Platinum's maximum responsibility toward repair/replacement of a particular system. Work must be performed through Platinum.

- C. In cases of replacement, we make efforts to match equipment of similar kind, capacity and efficiency, but are not responsible for matching dimensions, brands or colors.
- D. If equipment of like size is unavailable, we are not be liable for the cost of any construction due to different dimensions.
- E. We maintain responsibility for the particular failed component of a system or appliance. We are not responsible for additional parts or components needed due to the incompatibilities with new technologies, efficiencies, refrigerants or sizing.
- F. We are not liable for the replacement of the “complete” system or appliance due to the non-availability of one or more of its parts or incomplete or missing model numbers.

## **7. General Liability Limits**

- A. Any damage resulting from an act of God, war, riot, fire, flood, soil movement, lightning, hail, tornado, hurricane, or other disaster is not covered under this contract.
- B. Any malicious intent, malice, fraud or misrepresentation of facts or any form of vandalism renders this contract void.
- C. Damage or tampering resulting from people, animals, insects or pests are not covered.
- D. Pre-existing defects, damage, or inoperable components are not covered by this contract.
- E. Items deemed a “lemon” or “recall” by manufacturer or other industry related organization are not covered.
- F. Commercial or residential properties used as a means to conduct business are not covered under this contract.
- G. PLATINUM IS NOT RESPONSIBLE FOR THE DISPOSAL OF AN APPLIANCE OR SYSTEM. PLATINUM may request for disposal as a billable fee charged to the Homeowner. Additional charges may also apply for the proper disposal of any system or component containing dangerous or hazardous materials, including refrigerant recapture or recovery (these charges not to exceed \$450 to the homeowner).
- H. Damages resulting from a utility service, such as brownouts, blackout, electrical spikes and/or surges, are not covered under this contract.
- I. We are not liable for incidental or consequential damages to property or personal injury. Any access required for diagnosis, repair, or replacement, through interior walls, ceiling, floor, roof, etc. are not covered by this contract. It is the Homeowner’s sole responsible for costs and activities associated with gaining required access areas.
- J. We will not perform service, nor pay cost involving or related to hazardous or toxic materials. Under no circumstance are we responsible for the diagnosis, repair, removal, or remediation of mold, asbestos, mildew, rot or fungus, and/ or damages resulting from above mentioned, even if caused by or related to a covered item in this contract. These materials include, but are not limited to, mold, lead, asbestos, paint, sewage spills, sewage containers, or refrigerants not related to the main household’s central air conditioning equipment.
- K. Any system or component installed improperly and/or which prohibits the service personnel from accessing and/or diagnosing its components is void

- from coverage until such systems and/or components are installed properly.
- L. We are not responsible for restoration of any cosmetic defects including wall coverings, floor coverings, cabinets, countertops, tiling, or the like.
  - M. This contract does not cover mandatory repairs or costs related to past, current, or future upgrades to federal, state, or local ordinances, regulations, or zoning codes.
  - N. We are not required to perform service until all required permits are obtained. The Homeowner is responsible for permit cost and is required to permit inspectors into the home.
  - O. We have a right to deny any service when conditions for said service are deemed unsafe for service personnel. Examples include, but are not limited to, unstable building supports, threatening animals or persons, rain, extreme temperatures, and darkness.
  - P. We are not liable for repairs caused by misuse, abuse, or failure to maintain manufacturer's specified maintenance for items such as, but not limited to: coil cleaning, filtration changes, water heater flushing, consumable component replacement, proper refrigerant levels, or lubrications. This contract does not cover "cleaning" of any parts or equipment.
  - Q. This contract does not apply to industrial, commercial, or heavy-duty appliances or equipment. Utility systems providing services to more than one dwelling are not covered.
  - R. Normal usage, described or intended by the manufacturer, must be demonstrated for items to be eligible for warranty.
  - S. Computerized electronics, load controllers or other energy management systems are not covered under this contract.
  - T. Homes vacant more than 90 days are not covered.
  - U. We are not responsible for component or parts installed, repaired or removed by a non-licensed party.
  - V. Any items not specifically mentioned as covered within this contract will be excluded from coverage.

## **8. Injury, Loss or Damage**

- A. The Homeowner acknowledges and agrees to not hold PLATINUM or its associates, liable for any personal injury, death or extraneous damages directly or indirectly caused by any heating, cooling, electrical, plumbing, security, or sewage system. This also includes any appliance, power tool or any attachment to any of the items listed in this contract.
- B. During the contract or warranty period, the Homeowner acknowledges and agrees to not hold PLATINUM or any PLATINUM associates liable for any incidental, indirect, punitive, exemplary, and/or consequential loss or damage.

## **E: TRANSFER, RENEW or CANCEL**

### **9. Transfer of Contract**

- A. In the event ownership of the home changes, it is the Homeowner's responsibility to inform PLATINUM of the new owner's information.

- B. This contract cannot be transferred to any new property or dwelling. In the event that you wish to transfer to a new owner, you must submit a request in writing, which is subject to approval. To process this request you will be charged a \$35.00 transfer fee.
- C. In the event contract ownership is transferred, original contract start date and duration apply.

## **10. Contract Renewals**

- A. Where state law permits, this contract is renewable at PLATINUM's option.

## **11. Right of Refusal and Contract Cancellation**

- A. The Homeowner can cancel this contract at any time.
- B. In the event that the Homeowner chooses to cancel coverage, a prorated refund will be given to the Homeowner within (90) days of receiving a written cancellation notice, less any unpaid service fees. A \$50.00 administrative handling fee will also be assessed.
- C. We reserve the right to refuse the issuance of any warranty contract.
- D. We have the right to cancel this contract for non-payment, fraud, or the misrepresentation of facts. If for any reason we choose to cancel or refuse contract, a prorated refund will be given to the Homeowner within (90) days of cancellation notice.
- E. We reserve the right to offer cash in lieu of repair or replacement in the amount equal to our cost (less than retail) to repair or replace such items.

## **F: COVERED SYSTEMS AND APPLIANCES**

### **12. Heating, A/C, Heat Pump, and Evaporative System**

#### **Covered Items:**

- Any parts necessary for the normal operation of the ducted central heating, cooling, or heat pump system, originally designed and correctly installed for the home.
- Thermostats, wiring, heat exchanger, combustion chambers, and/or ductwork from the central heating or cooling system to the register grill.
- Ducted roof or ground mounted evaporative coolers mechanical parts.
- (1) Heating and (1) Cooling system check-up is included with this contract. The Homeowner is responsible for scheduling check-ups. Heating check-up must be scheduled between October 1st and November 30th. Cooling check-ups need to be scheduled between March 1st and April 30th.

#### **Not Covered:**

- WINDOW UNITS, PORTABLE UNITS, PRE-COOLERS, THERMOSTAT PROGRAMMING, ALL AIR FILTERS, BASEBOARD CASINGS, HUMIDIFIERS, DEHUMIDIFIERS, GEOTHERMAL UNITS, FUEL TANKS, LUBRICANT TANKS, CONDENSER PANS AND/OR LINES, SOLAR HEATING SYSTEMS, ROOF JACKS, STANDS, FIREPLACES, REGISTERS, GRILLS, DAMPERS, CHILLERS, ZONING SYSTEMS, BALANCING,

AIR FLOW ISSUES, MINI-SPLIT DUCTLESS SYSTEMS, TIMERS, DUCTS UNDERGROUND OR BENEATH A DWELLING FLOOR, DUCTS CONTAINING FIRE SPRINKLERS OR HAZARDOUS INSULATION, EVAPORATIVE PADS, FRAMING, OR WINDOW MOUNTED EVAPORATIVE COOLERS, AND SUN OR HEAT LAMPS, DISPOSAL AND RECOVERY. (FEES TO HOMEOWNER FOR DISPOSAL AND RECOVERY NOT TO EXCEED \$450)

- ANY IMPROPERLY SIZED HEATING OR COOLING SYSTEM, SYSTEMS EXCEEDING 5 TONS OR 120,000 BTU, MISMATCHED EQUIPMENT, IMPROPERLY SIZED DUCTWORK, OR COMMERCIAL OR INDUSTRIAL GRADE SYSTEMS OR COMPONENTS.
- DIRTY COILS, DRAINS, BLOWERS, DUCTS, AND/OR FURNACE PARTS.
- PLATINUM IS NOT LIABLE FOR COMPLETE SYSTEM REPLACEMENT IN THE EVENT OF A NON-REPAIRABLE LEAK.
- ANY COSMETIC OR SURFACE DAMAGES, LIGHT BULBS, HANDLES, GLASS OR TRANSPARENT PLASTICS. DAMAGE CAUSED BY RUST, MOISTURE OR MOLD.
- ANY ACCESS REQUIRED TO THE INTERIOR OF WALLS, FLOORS, And CEILINGS ETC. FOR COMPLETE AND ACCURATE DIAGNOSTICS OF A FAILED HEATING OR COOLING SYSTEM.

Limits:

- Platinum will cover the first \$10 per pound per occurrence for refrigerant. The Homeowner is responsible for payment of any cost in excess of \$10 per pound.
- Aggregate limit of \$2500 per contract term on all HVAC units 0-15 years old.
- Aggregate limit of \$1500 per contract term on all HVAC units over 15 years old.
- In the event age cannot be determined, or if labels/serial numbers identifying age are missing, the maximum aggregate liability is \$1500 per contract term.

### **13. Plumbing System**

Covered Items:

- Leaks or failure of component parts necessary for the normal operation of water supply and sewage removal originally designed and correctly installed for the home limited to the following components:
- Pipes, traps, risers, vents, valves, rubber or wax seals, diverters, mechanical links, water tanks, reservoirs, sinks, bowls, and level indicators.
- Blockage removal for toilets, tubs, showers, bathing stalls, hot water heaters, and below sink mounted disposals.
- Blockage coverage only pertains to items having accessible ground level clean outs and is limited to a maximum of 100 feet from access point and does not include toilet removal.
- Faucets and fixtures (replaced with builder's standard chrome).
- Garbage disposals

Not Covered:

- ALL PLUMBING LOCATED OUTSIDE THE HOME, AS WELL AS ANY ITEMS NOT LISTED ABOVE INCLUDING, BUT NOT LIMITED TO,

SHOWER HEADS, TOILET SEATS AND LIDS, OUTSIDE MISTERS, DRIP, OR SPRINKLER SYSTEMS, WATER SOFTENERS, WATER FILTERS, JETTED TUBS, SOFT WATER AND REVERSE OSMOSIS SYSTEMS, SEPTIC SYSTEMS, HOSE BIBBS, MAIN SHUT OFF VALVES, PRESSURE REGULATORS, HIGH OR LOW WATER PRESSURE FLOW, STEAM ROOMS, SAUNAS, SOLAR SYSTEMS OR COMMERCIAL GRADE SYSTEMS.

- ANY COSMETIC ASPECTS OR ITEMS, INCLUDING, BUT NOT LIMITED TO CAULKING, GROUTING, OR EXTERNAL COATINGS, OR ANY EXTRANEIOUS OR CONSEQUENTIAL DAMAGES RESULTING FROM FAILURE OF ANY PLUMBING OR SEWAGE SYSTEM OR COMPONENT.
- ACCESS REQUIRED FOR ACCURATE DIAGNOSIS THROUGH WALLS, FLOORS, CEILINGS, ETC. OF A FAILED PLUMBING OR SEWAGE SYSTEM.
- ANY DAMAGE TO PIPES OR FIXTURES CAUSED BY CHEMICALS, MINERALS, FAULTY INSTALLATION, FREEZING, HOUSE SETTLING, TREE OR PLANT ROOTS.
- ANY ASPECT OR COMPONENT OF A FIRE SUPPRESSION SYSTEM.
- DISPOSAL AND HAUL AWAY FEES.
- EJECTOR PUMPS.
- SOUNDS OR ODOR.

Limits:

- All faucets and fixtures replaced with chrome builder's standard.
- Toilet replacement - \$600 limit per year.
- Aggregate limit of \$1500 per contract term on plumbing repairs/replacements.

#### **14. Water Heater (gas and electric)**

Covered items:

- All parts and components that affect operations including tankless water heaters, and lowboy units.

Not Covered:

- SOLAR UNITS AND/OR SOLAR COMPONENTS, HOLDING AND STORAGE TANKS, FLUES AND VENTS.

#### **15. Electrical System**

Covered Items:

- All components and parts necessary for normal operation of electrical systems as originally designed and correctly installed for home.
- Conduit and wiring, panels and sub-panels, built-in outlets, receptacles, wired door bells, light switches, or GFCIs and breakers.
- Smoke detectors.

Not Covered:

- ANY WIRING OR ELECTRICAL ITEM NOT PART OF THE MAIN STRUCTURE OR LOCATED OUTSIDE THE HOME NOT LISTED ABOVE.

- ANY COSMETIC OR SURFACE DAMAGES.
- ANY REPAIR ISSUES CAUSE BY IMPROPER INSTALLATION OR BY IMPROPERLY SIZED SYSTEMS.
- SOLAR POWERED SYSTEMS, ATTIC FANS, TELEPHONE JACKS AND WIRING, BACKUP OR ALTERNATE POWER SYSTEMS, BATTERIES, LIGHT BULBS, OUTLET COVERS, FACEPLATES, GAS GENERATORS, OR ANY FIRE OR SMOKE DAMAGED ITEMS.
- CONSEQUENTIAL DAMAGES DUE TO POWER FAILURE, SURGES, OR LOADS GREATER THAN THE SYSTEM'S SPECIFIED DESIGN.
- ANY ACCESS REQUIRED TO INTERIOR WALLS, FLOORS, CEILINGS ETC. FOR COMPLETE AND ACCURATE DIAGNOSTICS OF ANY FAILED ELECTRICAL SYSTEM.
- COMMERCIAL OR INDUSTRIAL GRADE SYSTEMS OR COMPONENTS.
- ALL SECURITY SYSTEMS - LEASED OR OWNED.
- GAS FIREPLACES & SWITCHES.
- LIGHTING SYSTEMS.
- BALLASTS.
- SMART SYSTEMS AND LOW VOLTAGE SYSTEMS.

Limits:

- Aggregate limit of \$1500 aggregate per contract term on electrical repairs/replacements.

## **16. Kitchen and Household Appliances**

Covered Items:

- Any components or parts used for the normal operation of residential appliances as intended by the manufacturer, including motors, compressors, heating or cooling elements, coils, fuses, door seals, castors, bearings, switches, gears, belts, chains and sensors.
- One of each of the following: dishwasher, stove, range, oven/dual oven, built-in microwave, trash compactor, refrigerator, ice-maker, clothes washer and dryer (if this option was purchased).
- In the event refrigerator or freezer fails, we will issue a cash disbursement for food and beverage spoilage, not to exceed \$25.00, providing service was expediently requested as outlined in this contract. One of our service representatives must verify spoilage.

Not Covered:

- ANY ITEMS NOT LISTED ABOVE, INCLUDING, BUT NOT LIMITED TO, ALL LININGS, COATINGS, GLASS, STORAGE RACKS, BASKETS, SHELVES, LIGHT BULBS, HANDLES, TRANSPARENT PLASTICS, FREE-STANDING FREEZERS, WATER AND ICE DISPENSERS AND THEIR RESPECTIVE EQUIPMENT, BATTERIES, CLOCKS, CLEANINGS, OR BACK-UP POWER SYSTEMS, LOCK AND KEY ASSEMBLIES, MAGNETIC INDUCTION UNITS, TRIM KITS.
- ANY COSMETIC OR SURFACE DAMAGE CAUSED BY RUST, MOLD OR MOISTURE WHEN MOVING OR TRANSPORTING THE APPLIANCE.
- ANY TYPE OF STAIN INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY WATER, FIRE, OR SMOKE.

- ANY APPLIANCE CLASSIFIED BY ITS MANUFACTURER AS COMMERCIAL GRADE 'OR IS CONSIDERED A LUXURY APPLIANCE,' UNLESS LUXURY APPLIANCE PACKAGE IS PURCHASED. PLEASE CONFIRM MAKE AND MODEL TO BE CERTAIN CORRECT COVERAGE IS PURCHASED.
- WE ARE NOT LIABLE FOR COMPLETE SYSTEM REPLACEMENT IN THE EVENT OF A NON-REPAIRABLE LEAK.
- SUBZEROS, BUILT-INS, OR SEALED REFRIGERATION SYSTEMS ARE NOT COVERED, UNLESS LUXURY APPLIANCE PACKAGE IS PURCHASED.
- MICROWAVE/OVEN COMBINATIONS.
- MICROWAVE/COOKTOP COMBINATIONS.
- MAGNETIC INDUCTION COOKTOPS RANGES.
- PEDESTAL SECONDARY WASHERS OR ANY SECONDARY ADD-ON DRAWER FOR APPLIANCE. ANY ELECTRONIC OR INDOOR DISPENSING COMPONENT OF A REFRIGERATOR/FREEZER TO INCLUDE COFFEE/LATTE MAKERS, TELEVISIONS, ETC.

Limits

- For listing coverage, maximum coverage is \$500.
- Aggregate limit of \$1500 per contract term for access, repair or replacement of all appliances.
- Aggregate limit of \$1500 per contract term for access, repair or replacement for built-in refrigerator, unless luxury package was purchased.
- Aggregate limit of \$2500 per contract term for access, repair or replacement of all appliances covered under luxury package appliances optional coverage.
- We make efforts to match equipment of similar kind, capacity and efficiency, but we are not responsible for matching dimensions, brands or colors.
- Fees to homeowner for recapture and disposal of freon in appliances may be charged and will not exceed \$300.

**17. Garage Door System: 1 unit**

Covered Items:

- Wiring, motor, switches, receiver unit, track drive assembly.
- Additional coverage must be purchased for additional doors, as this covers primary garage door only.

Not Covered:

- GARAGE DOORS, HINGES, SPRINGS, ROLLERS, GUIDES, REMOTE TRANSMITTERS.

**18. Ceiling fans**

Covered Items:

- Any mechanical component required for the normal operation.

Not Covered:

- REMOTES
- LIGHT KITS

Limits:

- Ceiling fans replaced with builders standard.

## **19. Pest Control**

Covered Items:

- Insecticide spray for: roaches, spiders, crickets, ground beetles, millipedes, centipedes, pill bugs, earwigs, clover mites, and ants (except fire and carpenter).

Not Covered:

- TERMITES, MICE, BEES, FIRE ANTS, CARPENTER ANTS, FLEAS, TICKS, RATS, BED BUGS, AND RODENTS.
- ANY FUNGUS OR WOOD DESTROYING ORGANISM.
- ANY ORGANISM NOT SPECIFICALLY LISTED AS A COVERED ITEM.

## **G: OPTIONAL COVERAGE ITEMS**

### **20. Platinum Plus Coverage (Option)**

Includes the following:

- Crane fees - up to \$250.
- Haul Away - \$100 per occurrence (\$500 maximum per plan) for the haul away of covered appliances, water heater or HVAC system/components when we are replacing that appliance, system or component.
- Code Violation - \$250 maximum per plan to correct code violations on covered systems and appliances.
- Water heater - recirculating pumps.
- Disposal Fees - Refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.
- Garage door hinges, springs and remote transmitters.
- Permit - We will reimburse the homeowner up to \$250 after the homeowner has obtained permit for a covered system or appliance.
- Improper installations and mismatched units - Providing unit is not undersized for the home, we will repair or replace as necessary.

### **21. Kitchen Package Only (Option)**

- Includes: One each including dishwasher, stove, range, oven/dual oven, built-in microwave, trash compactor, refrigerator, icemaker, garbage disposal, washer and dryer.
- Limits - \$1500 aggregate limit per contract term.
- Gourmet and/or commercial grade excluded.

### **22. Gourmet Kitchen Package Only (Option)**

- Upgraded luxury appliances and/or commercial grade appliances.
- Limits - \$2500 aggregate limit per contract term.

## **23. Pool and Spas**

### **Covered Items:**

- Pool or spa mechanical components that are above ground and required for the normal operation of water supply, heating, water circulation, or regeneration pumping system as originally designed and correctly installed for the home. Both pool and spa equipment are covered if they use common equipment. If they have a separate pump and filtrations systems, then only pool is covered unless additional coverage is purchased.
- Primary pumps, motors, compressors, pipes, traps, risers, gaskets, timers, vents, valves, rubber or wax seals, backflow prevention devices, mechanical linkages, and level indicators.
- When salt water coverage is purchased in conjunction with pool/spa, the cell and circuit board are also covered provided they have been properly maintained.

### **Not Covered:**

- HEAT PUMP HEATERS FOR POOL OR SPA
- PORTABLE OR ABOVE GROUND POOLS AND SPAS ARE NOT COVERED.
- ANY ITEMS NOT LISTED ABOVE INCLUDING, BUT NOT LIMITED TO LIGHTS, SWITCHES, LININGS, COATINGS, PLASTER, TILE, CONCRETE PADS OR SLABS, DECKING, STEPS, FOUNTAINS, WATERFALLS, WATER SOFTENERS, WATER PURIFIERS, FILTERS, FILTRATION MEDIA OR HOUSING, SCREENS, BASKETS, RAILINGS, DIVING BOARDS, SLIDES, POOLS OR SPA COVERS, SOLAR SYSTEMS, JETS, AND JET AND AUXILIARY PUMPS.
- ANY CLEANING SYSTEMS OR COMPONENTS.
- ANY MAINTENANCE COMPONENTS, INCLUDING SALT SYSTEMS
- ALL DAMAGE TO MECHANICAL SYSTEMS, PIPES OR FIXTURES CAUSED BY, FREEZING, FOUNDATION SETTLING, CHEMICALS, MINERALS, OR TREES AND PLANTS.
- ALL ACCESS REQUIRED TO THE INTERIOR OF WALLS, FLOORS, CONCRETE SLABS, CEILINGS, OR BELOW GRADE (UNDERGROUND) FOR A COMPLETE AND ACCURATE DIAGNOSTICS OF A FAILED PLUMBING POOL WATER SUPPLY OR DRAINAGE SYSTEM.
- POOL OR SPA DRAINAGE OR RESURFACING.
- PRESSURE REGULATION COMPONENTS, OR DAMAGE CAUSED BY EXCESSIVE WATER PRESSURE OR FLOW.
- COMMERCIAL OR INDUSTRIAL GRADE SYSTEMS OR COMPONENTS.

### **Limits:**

- Aggregate limit of \$1500 per contract term.

## **24. Septic Tank**

### **Covered Item:**

- Any component of a sewage ejector pump, septic tank, or line from home. Must have existing access or clean out. Coverage void if septic certification was not completed within 120 days prior to this contract date.

Not Covered:

- COST OF SEWAGE HOOKUPS, DISPOSAL OF WASTE, CHEMICAL TREATMENTS, TILE FIELDS, LEACH BED, OR CESS POOLS.
- INSUFFICIENT CAPACITIES, CLEANOUTS, OR PUMPING.

## **25. Central Vacuum**

Covered Item:

- All mechanical system components and parts.

Not Covered:

- DUCTING, BLOCKAGES, WALL PLATES OR LIDS, AND ACCESSORY ITEMS.

## **26. Drip/Sprinkler Systems**

Covered Items:

- Leaks and breaks of PVC lines, sprinkler heads, bubbler heads, timers, gate valves, solenoid, shut off valves and other activated controls. (All parts will be replaced with standard builder's parts.)

Not Covered:

- HYDRAULIC SYSTEMS; SPRINKLER HEADS WITH PROBLEMS CAUSED BY ABNORMAL WEAR AND TEAR SUCH AS BUT NOT LIMITED TO PET DAMAGE, LAWN MOWER DAMAGE, HUMAN DAMAGE, FREEZING, DAMAGE BY ROOTS OR SOIL, IMPROPER INSTALLATION AND ADJUSTMENTS OR CLEANING. SPRINKLER LINES BENEATH PAVED OR DECORATIVE HARD SURFACE AREAS ARE NOT COVERED.

## **27. Soft Water Systems**

Covered Items:

- Concurrent with our plumbing section

Not Covered:

- LEASED OR RENTED UNITS. ANY AND ALL TREATMENT, PURIFICATION, ODOR CONTROL, IRON FILTRATION COMPONENTS AND SYSTEMS; DISCHARGE DRYWELLS, RESIN BED REPLACEMENT, SALT, REPLACEMENT OF FILTERS, WATER FILTERS, PRE-FILTERS, FILTER COMPONENTS, REPLACEMENT MEMBRANES, WATER PURIFICATION SYSTEMS.

## **28. Rekey Service**

Covered Items:

- Up to 5 keyholes and up to 4 copies of keys.

Not Covered:

- LOCK PICKING, LOCKOUT SERVICE, NEW LOCK SETS.

## **H: URGENT REPAIR ITEMS**

### **29. Urgent/Emergency Service Defined**

We define urgent/emergency service as service necessary to avoid loss of life or serious physical injury. On HVAC claims, the dwelling's interior temperatures must exceed 90°F or drop below 50°F.

Urgent/emergency repair items include air conditioners, furnaces, heat pumps, refrigerators, emergency plumbing leaks and leaking water heaters.

### **30. 24-Hour Response Guarantee**

We guarantee a 24 hour response time on urgent/emergency repair items. A service provider will arrive at the property within 24 hours of the initial service request to diagnose the issue. All efforts will be made to repair or replace as quickly as possible following initial diagnosis.

### **31. Hotel Reimbursement**

For cooling and heating repairs, we will reimburse the homeowner up to \$75.00 per night, provided the homeowner does elect to stay in a hotel. The following conditions apply:

1. Homeowner must request service at 602.733.5000 and receive both a service tracking number and hotel authorization number.
2. The home's interior temperatures must exceed 90°F or drop below 50°F.
3. Homeowner must mail original hotel invoice (with the hotel authorization number printed on top) to PLATINUM at 2933 N. 16th Street, Phoenix, AZ 85016.
4. We will mail a reimbursement check no later than 45 days after invoice has been received.
5. Maximum annual hotel liability is \$200.00.
6. Room service, mini bar, movies, phones charges, dry-cleaning or any other room charges will not be covered.



