

# Home Warranty Plan Agreement

Please read this Plan Agreement carefully as it explains what your Plan covers and our obligations, how to file a Service Request, and your rights and obligations. Please note that unless an item, system, or unit (including parts and components) of a Covered Item is specified in the Plan Summary as covered, and as further described in this Plan Agreement, it is not covered. Please refer to the exclusions, restrictions, and limitations in this Plan Agreement for more detail. You can also access this Plan Agreement at any time by visiting [myaccount.ahs.com](http://myaccount.ahs.com).

PLAN SUMMARY			
<b>Your Information</b>			
Member Name	John Doe	Covered Home Address	123 Jane Way Somewhere, UT 12345
Phone Number	123-456-7890	Covered Home Type	Single Family Home < 5,000 sq. ft.
Email Address	123@gmail.com	Mailing Address	123 Jane Way Somewhere, UT 12345
<b>Your Plan Agreement Information</b>			
Plan Number	111222333	Plan Name	[ShieldSilver]; [ShieldGold]; OR [ShieldPlatinum]
Plan Type	[Initial Plan] or [Renewal Plan]	Initial Plan Agreement Effective Date	January 1, 2022
Initial Plan Agreement Term	[12][24][60] months	Initial Coverage Waiting Period	[0 days], [Not Applicable for Renewal Plans]
Plan Agreement and Coverage Renewal Date	January 1	Plan Agreement Renewal Term	[Annually][Monthly] recurring until cancelled
Provider Information	American Home Shield of Maine, Inc. 3400 Players Club Parkway, Suite 300, Memphis, TN 38125-1731, 1-800-776-4663		
<b>Your Coverage Information</b>			
Service Fee	[\$100] OR [\$125]		
Covered Appliances	[ShieldSilver: None][ShieldGold and ShieldPlatinum: Washers; Dryers; Dishwashers; Garbage Disposals; Installed Instant Hot/Cold Water Dispensers; Built-in Microwave(s); Built-in Kitchen Exhaust Fans; Ranges, Oven, and Cooktops; Refrigerators]		
Covered Systems	[ShieldSilver: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers][ShieldGold: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers][ShieldPlatinum: Heating System; Air Conditioning System; Ductwork; Electrical Category; Plumbing Category; Garage Door Openers; Roof Leak Repair]		
Additional Coverages	[Roof Leak Repair]; [Well Pump]; [Septic System Ejector Pump and Pumping]; [Pool and Built-in Spa Equipment]		
Additional Benefits	[You may be eligible for access to additional services including home maintenance and installations. These services may be subject to additional terms and conditions and payment of an additional fee, subject to availability.]		
<b>Your Payment Information</b>			
Plan Price	[\$500]	Payment Amount	[\$50]
Payment Frequency	[Monthly][3 Pay][One-Time]	Payment Type	[Credit Card]

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Electrical Category		
Covered Item	What is Covered	What is Not Covered
Outlets	All parts and components.	Not Applicable.
Light Switches	All parts and components.	Not Applicable.
Ceiling Fans	All parts and components.	Not Applicable.
Built-In Exhaust Fan	All parts and components for all built-in exhaust, bathroom, attic, and whole house fans.	Not Applicable.
Doorbell Units	All parts and components of a hard-wired doorbell unit.	Any doorbell that is part of an intercom, video monitoring, or security system.
Other Electrical Components: Lines, Wiring, Breaker Box and Panel	Hard wired electrical lines, wiring, breaker box, and electrical panels that provide electrical power to the Covered Home.	<ul style="list-style-type: none"> <li>(i) Audio, video, computer, intercom, alarm, or security wiring or cable;</li> <li>(ii) Meter boxes;</li> <li>(iii) Lighting Fixtures;</li> <li>(iv) Direct current (D.C.) wiring or components and/or low voltage systems;</li> <li>(v) Any type of home generator (including back-up and portable or installed generators) and associated electrical wiring and switches; and</li> <li>(vi) Electrical panel boxes that solely provide electrical power to items or structures located outside the main foundation of the Covered Home.</li> </ul>

Plumbing Category		
Covered Item	What is Covered	What is Not Covered
Water Heater Units	All parts and components of the water heater unit including the tank, circulating pumps, mixing valves and thermal expansion tanks.	Tempering tanks (holding and storage tanks); or fuel storage tanks.
Toilets	All parts and components.	Toilet Seat and Lid; Toilet Tank Lid.
Faucets and Hose Bibs	All parts and components.	Not Applicable.
Shower Heads	All parts and components.	<ul style="list-style-type: none"> <li>(i) Any steam component of the shower head or shower; and</li> <li>(ii) Shower towers.</li> </ul>
Pressure Regulators	All parts and components.	Not Applicable.

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of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. The administrative fee is the lesser of (i) your monthly Plan Price, or (ii) such amount as permitted by Applicable Law.

### 3. Cancellation by you or us during any Plan Agreement

Renewal Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any covered Service Request.

## **16. What do you do if things do not go as expected?**

**A. Contact Us.** We believe you deserve a fair and courteous service experience. If you believe that our service did not meet your expectations, please contact us at 1-800-776-4663. We will work with you to resolve any issue that you may have pursuant to this Plan Agreement.

### **B. MANDATORY ARBITRATION; CLASS ACTION WAIVER.**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND WE CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE THE PARTIES TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.**

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF JUDICIAL AND MEDIATION SERVICES ("JAMS") UNDER ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (THE "JAMS RULES"), EXCEPT AS MODIFIED BY THIS SECTION, A COPY OF WHICH IS AVAILABLE AT [HTTPS://WWW.JAMSDR.COM/RULES-STREAMLINED-ARBITRATION/](https://www.jamsadr.com/rules-streamlined-arbitration/). ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Any dispute or claim between the parties (including our affiliates) relating to or arising from in any way to this Plan Agreement or the relationships between the parties will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Plan Agreement as a court would. The parties also agree that the Federal Arbitration Act and federal arbitration law applies to any dispute between the parties. In addition, the arbitrator, and not any court, will have exclusive authority to resolve any dispute between the parties relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Section 16, including that any part of this Section 16 is void or voidable, subject to Section 16.B.3 below.

**1. Notice of Disputes.** If a dispute arises between us, the party who intends to seek arbitration must send a written Notice of Dispute describing the claim and specific relief sought. All notices to us shall be sent to the following email address: [legal@ahs.com](mailto:legal@ahs.com). All notices to you will be sent to the electronic mail address we have on file for you. The notice must include the initiating party's digital or ink signature and, if the party is represented by an attorney, the attorney's signature. No arbitration shall be commenced, and no arbitration fees shall be assessed, until we have received a compliant written notice and we have had 30 days to evaluate and respond to the notice.

**2. Arbitration Procedures.** The arbitration will be conducted by JAMS under the JAMS Rules, except as modified by this Section. The JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except as modified by this Section. We will reimburse those fees for claims totaling less than \$10,000 unless the

arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, in person in the state where you live, or at another mutually agreed location.

**3. Class Action Waiver.** You and we each agree that any dispute resolution proceedings, including any arbitration, will be conducted only on an individual basis and not in a class action lawsuit, class-wide arbitration, or any other consolidated or representative action. Any dispute or claim will be brought in an individual capacity only, and an arbitrator will have no authority to award class-wide relief or relief to any other claimant. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver provision is unenforceable shall be decided by a court and not an arbitrator.

**YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE ACTION IN ANY FORUM.**

**4. Batching of Similar Actions.** To increase efficiency of resolution, if 25 or more similar arbitration demands, presented by or with the assistance of the same law firm(s) or organization(s), are submitted to JAMS in accordance with the rules described above within a 30-day period, JAMS shall (a) group the arbitration demands into batches of no more than 25 demands per batch (plus, to the extent there are less than 25 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (b) provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. You agree to cooperate in good faith with us and JAMS to implement such a batch approach to resolution and fees.

**C. PLAN AGREEMENT AGGREGATE LIMIT OF LIABILITY.** The most we will pay for any and all claims, including all Service Requests, arising out of or from this Plan Agreement is \$50,000 during the Initial Plan Agreement Term, and after the expiration of the Initial Plan Agreement term during any twelve (12) month period.

**D. SURVIVABILITY AND SEVERABILITY.** Your and our rights and obligations under this Section will survive any termination or expiration of the Plan Agreement. In addition, if any portion of this Plan Agreement is found to be unenforceable, that portion will be severed, and you and we may enforce the remainder of this Plan Agreement.

## **17. Where can you find your Plan Agreement?**

**A. Current Plan Agreement.** You may be provided with the initial Plan Agreement via hard copy or electronically. The current Plan Agreement in effect is always available by visiting you "MyAccount" at [www.ahs.com](http://www.ahs.com). After the initial term, your Plan Agreement may be updated from time to time in accordance with the provisions of this Plan Agreement, and such updated Plan Agreement is only available online at [myaccount.ahs.com](http://myaccount.ahs.com). To request a paper copy of the Plan Agreement in effect on the date of your request, please contact us at 1-800-776-4663. We will provide the paper copy of your Plan Agreement to you free of charge.

**B. Notice of Plan Agreement Changes.** We will provide to you, with thirty (30) days advance notice in writing, any material changes to the terms and conditions of this Plan Agreement, including but not limited to changes to the Plan Price, Plan Term, or the coverage provided. If you cancel your Plan Agreement due to a notice of Plan Agreement change, you will not be charged an administrative fee. We will provide this notice via any of the communication methods identified below. Your continued use of the Plan after we provide such notice constitutes your acceptance of the changes.





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**Plan Agreement Term:** The applicable term of your Plan Agreement as described in the Plan Summary.

**Primary Function:** The primary function(s) which the Covered Item is intended to perform as specified by the manufacturer and is one of the primary purposes a reasonable consumer would purchase the Covered Item for residential use.

**Provider, we, us or our:** The provider/obligor of the Plan as identified in the Plan Summary.

**Rough Finish:** The basic level of finish that any access holes or openings made by the Service Contractor will be returned to as part of a Service Request prior to sanding and any application of any primer, sealant, paint, tile or other type of final decorative covering.

**Rust, Corrosion, or Sediment:** a Breakdown of the Covered Item due to the presence of rust, corrosion, or sediment on or in the Covered Item.

**Service Contractor:** The independent repair service provider authorized by us to perform services under this Plan Agreement.

**Service Request:** The individual request for service for a Covered Item you place with us under your Plan.

**Trade Service Call Fee or Service Fee:** The non-refundable fee collected at the time you submit a Service Request to diagnose the Covered Item, unless otherwise stated in this Plan Agreement.

