

Terms & Conditions

This Extended Service Agreement, hereinafter referred to as "Extended Service Plan" or "Plan", is inclusive of the manufacturer's limited warranty and is only for the equipment and coverage's listed/described herein. This Plan does not replace the manufacturer's warranty, but provides additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this Plan.

In this Extended Service Plan the terms "We", "Us", "Our", and "Obligor" individually and collectively refer to **Trinity Warranty Solutions LLC, P.O. Box 5640, Villa Park, Illinois 60181-5640, (877) 302-5072** in states or jurisdictions where it is Obligor except in Florida and Oklahoma where the Obligor is **LYNDON SOUTHERN INSURANCE COMPANY**, 10151 Deerwood Park Boulevard, Building 100, Suite 500, Jacksonville, Florida 32256, (800) 888-2738. The "Program Manager" is **Trinity Warranty Solutions LLC**. The terms "You", "Your", "Contract Holder", "Owner", and "End User" refer to the purchaser of this Extended Service Plan.

Plan Effective Date – Coverage Start Date

This Plan is effective as of 12:01 a.m. following the date of purchase, provided that Program Manager receives the application within 15 days of the purchase date. If Program Manager is not in receipt of the application/order within this time, then the Plan effective date is the day Program Manager receives the application/order in-house. Payment in full must be received from the selling entity within 30 days from the purchase date. A delay in payment of this Plan may negate coverage. This Plan is not renewable.

Coverage begins and ends as stated in the Description section on the Declaration Page of this Plan. Coverage dates vary and You should read the dates carefully to be certain the Plan coverage dates are accurate for the type of coverage You purchased.

WHAT IS COVERED UNDER THIS EXTENDED SERVICE PLAN (refer to coverage specified/purchased in the Declarations Section of this Plan):

Labor Only (as specified on the Declaration Section of this Plan): Pays labor only for one (1) mechanic to repair or replace the covered part which fails due to a mechanical or electrical breakdown, and part process allowance, when applicable.

Parts Only (as specified on the Declaration Section of this Plan): Pays for the part only which fails due to a mechanical or electrical breakdown at service provider's cost and/or part process allowance, when applicable, not to exceed any published rate for a covered part.

Parts and Labor (as specified on the Declaration Section of this Plan): Pays labor for one (1) mechanic and parts which fail due to a mechanical or electrical breakdown at service provider's cost plus mark-up and/or part process allowance, when applicable, not to exceed any published rate for a covered part.

All internal functioning parts supplied by the manufacturer.

During the term of this Plan We, at Our sole discretion, will arrange through an authorized service facility to either repair, replace or reimburse You for the cost of labor and/or authorized repair or replacement of the internal components of the covered piece of equipment listed if required due to mechanical or electrical breakdown, subject to the description of coverage specified in this Plan and its terms and conditions. Parts can be replaced with those of like kind and quality and may be new, non-original manufacturer parts.

A mechanical or electrical breakdown is defined as the inability of a covered part to perform a routine function when properly cleaned and serviced, NOT including a reduction in operating efficiency.

Equipment Condition: All covered equipment must have been inspected and be in good working order on date of installation. We do not guarantee that the material or workmanship supplied by the manufacturer is free of defect or will satisfy specific requirements for a specific-period of time. Coverage includes equipment (installed and used in accordance with the manufacturer's specifications) as supplied by the manufacturer, which fails through normal operation during the term of this Plan. Pre-existing conditions will not be covered by this Plan. Pre-existing conditions are any known failures or design/performance issues of the equipment to be covered under this Plan. It is the responsibility of the equipment Owner to have all repairs made and paid for prior to this agreement taking effect.

Limit of Liability: The limit of liability for any claim under this Extended Service Plan is the cost to repair or replace Your covered equipment in accordance with the terms and conditions of this Extended Service Plan. Total liability will be limited to the replacement cost of like and kind equipment during the term of this Plan. If the cost of repairs made to the equipment total the replacement cost of the equipment, We are not responsible for further repairs or coverage and this Plan is then terminated and We have no further liability.

Single Part Coverage: such as water heater, compressor, motor, pump, etc. is limited to one (1) replacement during the term of the Plan. Upon replacement of a single part, this Plan is cancelled and We are no longer responsible for repairs or coverage. Thermostats, unless purchased as an accessory, have a maximum limit of liability of \$200 for the cost of the part.

Conditions and Limitations:

1. The Obligor reserves the right to select the servicer to perform any repairs called for under this Extended Service Plan. Any repairs performed on equipment by a servicer that has not been authorized by Program Manager will be declined.
2. Any material and/or work beyond that covered by the terms of this Extended Service Plan will be furnished at End User expense.
3. At the discretion of the Program Manager, new non-original manufactured parts can be used to perform repairs to equipment.
4. Parts and labor will be authorized only for one (1) servicer to repair or replace the covered part(s) which fail.
5. In lieu of mileage and/or trip charges, diagnostic charges will be paid at the industry's usual and customary rate up to a maximum of one (1) hour. Travel time and time required to obtain parts and supplies are excluded.
6. Obligor shall not be liable for any incidental or consequential damages including damage caused by frozen or broken piping in the event of equipment failure, or extra utility expenses.
7. Obligor and/or Program Manager, at its sole discretion, reserves the right to exclude certain makes, models and types of equipment within sixty (60) days from receipt of this Plan. If such exclusion is exercised, You will receive a full refund of the purchase price of Your Plan less the value of any services or claims that have been provided or paid.

What is Excluded under this Extended Service Plan:

1. Defects in material and/or faulty workmanship as supplied by the manufacturer or manufacturer recalls and/or labor repair allowance will not be covered by "Us" under this Extended Service Plan.
2. Routine maintenance, including but not limited to "topping off" an air conditioner or replacing oil nozzles, or any repairs which are made necessary because routine maintenance was not performed by Equipment Owner.
3. Features, aesthetics, paint, cabinet parts, knobs and buttons.
4. Labor charges or "over-time" charges charged by servicer for repairs done outside of normal hours; "Weekends" and/or "Holidays."
5. Fees or charges for: truck, shipping, freight, taxes, to obtain replacement parts and/or supplies at supply house, site clean up and debris removal and/or refuse container charges, equipment rental or usage fees; i.e. refrigerant reclaimers or reclaiming, leak detectors, temporary services, refrigerant recovery and/or replacement, disposal of contaminated refrigerants and/or oils and related materials, and environmental fees.
6. Air filters, drain lines, condensate pumps, refrigerant lines, ducts, welding, electrical wiring external of the equipment, humidifier, thermostat, condenser or other controls mounted external of the unit, fuses or breakers, unless part of the original unit as provided by the manufacturer and/or otherwise stated on face of warranty.
7. Consumable products, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad) and batteries.
8. Registers, grills, key valves, duct work, plumbing, venting, belts, dampers or nuisance calls such as resetting breakers, low or dead thermostat batteries and adjustments made to programming.
9. Hard start capacitors, motor controllers, isolation relays, time delays, zone valves (unless otherwise noted on front under "Equipment Type and Description of Coverage").
10. Leaks on unit(s); i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing). Changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation. Only one (1) leak is covered for the term of the Plan up to the initial internal charge of the unit. In the event a second leak is determined during the term of this Plan, Program Manager at its sole discretion shall determine if coverage applies.
11. Repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer's specifications, oxidation, corrosion, water, freezing, fire or other natural acts.
12. Failures to equipment or compressors due to: incorrect refrigerants used outside of manufacturer's recommendations, improperly matched condensing unit and evaporator coil per the manufacturer's specifications or the Air Conditioning and Refrigeration Institute (ARI) ratings and/or improper use of metering devices; i.e. thermal expansion valve.
13. Failure and replacement caused by contamination of the sealed system such as Green Slime, Dirty Sock Syndrome, etc.
14. Loss of performance due to: normal wear and tear, repairs to alter the equipment and/or modifications to original system, overrated capacities, insufficient water or poor water conditions.
15. Improper installation, abuse, modification, negligence or misuse of equipment or unit will render this Plan null and void.
16. Freight charges to obtain or ship parts, crane services, special tooling or inflated pricing, equipment rental or usage fees.

17. Any work performed by any servicer not approved by Program Manager will be declined for payment (also refer to *Conditions and Limitations Section* of this Plan).
18. Coverage does not extend to damages for personal injury, property damage, pecuniary loss, consequential or incidental damages resulting from acts of god or any action of the manufacturer, the service facility or Us.

Owner's Responsibilities:

This is not a maintenance contract and does not cover the cost of routine/seasonal maintenance. Owner's responsibilities include providing normal care and maintenance including but not limited to, cleaning evaporator or condensing coils, drains, burners or heat exchangers; lubrication; adjustments; normal filter maintenance; and accessibility for service. All maintenance must be performed in accordance with manufacturer specifications and by a servicer approved by Program Manager. This Extended Service Plan **does not include a deductible amount** for the service of the unit covered in the Plan. If additional work is required by the servicer on the service of a unit not covered (excluded) in this Extended Service Plan, additional costs must be agreed upon by the End User and servicer.

To Obtain Service:

When repairs are required, homeowner is required to call the mechanical contractor on face side of this Extended Service Plan. The contractor will repair Your equipment and will be paid by the Program Manager for services covered under this Extended Service Plan, in accordance with the Terms and Conditions of this Plan. If the contractor called is unable to perform the service on the equipment, or if emergency repairs are necessary, call the Program Manager, Trinity Warranty Solutions LLC, at (877) 302-5072 and a service/repair facility will be located for You. If unable to speak with a representative, consult with Us at www.trinitywarranty.com.

Emergency repairs are those which involve the loss of heating or cooling and that renders the dwelling uninhabitable. If unable to contact installer or Program Manager prior to any required emergency repairs, it is the responsibility of the Owner to notify Program Manager within 48 hours of emergency service that emergency repairs were performed and to submit a claim in accordance with the Claim Submission procedures in these terms and conditions. All claims for emergency services will be considered and paid in the same manner as non-emergency services.

Guarantee Period:

Standard Guarantee: Servicing contractor agrees to provide labor guarantee for ninety (90) days from date of repair along with any and all parts warranty coverage as provided by the part manufacturer.

Honors Club Guarantee: Servicing contractor agrees to provide labor guarantee for one (1) year from date of repair along with any and all parts warranty coverage as provided by the part manufacturer.

Claim Submission:

Upon inspection and diagnosis, if it is determined that the failure is covered by this Plan, You or the service facility must submit an invoice and/or work order for any replacement parts for which charges are being made. The invoice must show model and serial number(s), the Plan Number (located at the front top right hand side of this contract) and the service provider's cost and/or charges. The work order/invoice must be submitted to the Program Manager within sixty (60) days of the date of failure at **Trinity Warranty Solutions LLC, P.O. Box 5640, Villa Park, Illinois 60181-5640** for processing and payment. Program Manager may be contacted for any questions at **877-302-5072** (a toll-free telephone number). These documents and/or parts must be made available to the Program Manager upon request no more than sixty (60) days from date the claim was received in the Program Manager's office or on site inspection was made.

Transfer of Extended Service Plan:

The remaining duration of this Extended Service Plan can be transferred within 90 days in cases of change of ownership. If not transferred within 90 days of transfer of ownership "We" hold the right to void this contract. To transfer Your Extended Service Plan, mail a written request with proof of purchase of the successor Owner, and original Extended Service Plan document and a \$30.00 transfer fee (payable by check or money order) to:

**Trinity Warranty Solutions LLC
P.O. Box 5640
Villa Park, IL 60181-5640**

Cancellation:

You may cancel this Plan at any time.

If this Plan is canceled by You before the 31st day after the purchase date:

1. You will be refunded the full purchase price of the Plan, decreased by the amount of any claims paid under the Plan; and
2. No cancellation fee will be imposed.

If this Plan is canceled by You on or after the 31st day after the purchase date:

1. You will be refunded the prorated purchase price of the Plan based on the time remaining (calculated in months) less a decrease by the amount of any claims that have been paid under this Extended Service Plan.
2. A cancellation fee will be imposed in the amount of \$50.

The right to cancel this Plan is not transferable to a subsequent holder of the Plan (contract).

We may cancel this Extended Service Plan by mailing to you at your last known address according to our records a notice of cancellation at least five (5) days prior to the effective date of cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. We may cancel this Plan for the following reasons:

1. Any material misrepresentations; 2. Substantial breaches of contractual duties, conditions or warranties; 3. Substantial change in the risk assumed; specifically, improper installation and/or modification, abuse, negligence, misuse of equipment or unit, or if equipment listed is not used for its sole purpose, or if you fail to maintain the equipment as required in "Owner's Responsibilities."

However, we may not provide notice if we cancel the Plan for the following reasons:

1. Non-payment of the consideration for the Plan; 2. Fraud or a material misrepresentation by You to Us; or 3. A substantial breach of a duty by You relating to the covered product or its use.

If we cancel this Plan, you will receive a prorated refund of the purchase price of the Plan based on the time remaining (calculated in months) less a decrease by the amount of any claims that have been paid under this Extended Service Plan. No cancellation fee will be imposed.

Disclosures and Notifications

THIS PLAN IS NOT AN INSURANCE CONTRACT.

INSURANCE:

The Obligor under this Agreement is insured by "LYNDON SOUTHERN INSURANCE COMPANY", 10151 Deerwood Park Blvd, Bldg. 100, Suite 500, Jacksonville, FL. 32256 (800) 888-2738, except in GA where the Obligor is insured by "INSURANCE COMPANY OF THE SOUTH", 10151 Deerwood Park Blvd., Bldg., Suite 500, Jacksonville, FL 32256 (800) 888-2738, except in CA where the Obligor is insured by "RESPONSE INDEMNITY COMPANY OF CALIFORNIA", 10151 Deerwood Park Blvd., Bldg., Suite 500, Jacksonville, FL 32256 (800) 888-2738, and in NY, RI and WI where the Obligor is insured by "DEALERS ASSURANCE COMPANY", 240 N. Fifth Street, Suite 350, Columbus, OH 43215, (800) 282-8913. If the Administrator fails to provide service or pay a claim within sixty (60) days, YOU may submit YOUR claim directly to the insurer at the above address.

The service contract holder may apply for reimbursement directly to the insurer if:

1. A covered service is not provided to the service contract holder by the provider not later than the 60th day after the date of proof of loss; or
2. A refund or credit is not paid before the 46th day after the date on which the contract is canceled.

Any complaints concerning this Plan, the Program Manager or insurer should be addressed in writing to Trinity Warranty Solutions, P.O. Box 5640, Villa Park, IL 60181. Written complaints should include the Agreement Number printed on the Declarations Section of the Plan. All complaints will be responded to within 30 days, in writing, to the address indicated by the complainant, with a resolution. Complaints will be addressed with the intent to provide satisfaction to the contract holder while complying with the Terms & Conditions of the Plan. Complaints may also be addressed to the insurer of the Plan, Lyndon Southern Insurance Company, 10151 Deerwood Park Boulevard, Building 100, Suite 500, Jacksonville, Florida 32256.

Unresolved complaints concerning the providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX, 78711. The Department's toll free phone number in Texas is 800-803-9202.