

## FRONTDOOR PREMIUM HOME SERVICE PLAN AGREEMENT

Welcome to your Frontdoor Premium Home Service Plan Agreement. This Plan Agreement contains valuable information, so please keep it in a safe place. You can also access your Plan information and this Plan Agreement at any time by visiting My Plan Details in the Frontdoor mobile application.

**Please read this Plan Agreement carefully as it explains what your Plan covers, your rights and obligations, how to file a Service Request, and our obligations. Coverage under this Plan is available when a Covered Item experiences a Covered Breakdown during the Plan Agreement Term. Please note that unless an item, system, or component (including any parts) of a Covered Item is specifically identified in the Plan Summary and as covered by this Plan Agreement, it is not covered. Please refer to the exclusions, restrictions, and limitations in this Plan Agreement for more detail.**

### PLAN SUMMARY

Your Information					
Member Name:	John Doe		Covered Home Address:	123 Jane Way Somewhere, CA 12345	
Phone Number:	123-456-7890		Covered Home Type:	Single Family Home < 5,000 square feet	
Email Address:	123@gmail.com		Mailing Address:	123 Jane Way Somewhere, CA 12345	
Your Plan Agreement Information					
Plan Number:	111222333		Initial Plan Agreement Term	12 months	
Initial Plan Agreement Effective Date:	January 1, 2023		Plan Agreement and Coverage Renewal Date	January 1, 2024	
Initial Coverage Waiting Period:	15 days		Plan Agreement Renewal Term	Monthly recurring until cancelled	
Your Coverage Information					
Service Fee:	\$100				
Repair Maximum:	\$500	Payout Amount:	\$500; HVAC Only: \$1,000	Aggregate Payout Amount:	\$2,000; HVAC Only: \$2,000
Covered Items and Categories:	Appliances:		Systems:		Additional Coverage Options:
	Clothes Washers; Clothes Dryers; Dishwashers; Built-in Microwave Ovens; Built-in Oven Range Exhaust Fans; Ranges, Ovens, and Cooktops; Refrigerators		Electrical; Plumbing; Garage Door Openers		
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 fees, subject to availability.				
Your Payment Information					
Plan Price:			Monthly Payment Amount:		
Payment Frequency:	Monthly		Payment Type:	Credit Card	

## **1. Defined Terms - What do capitalized and certain other words mean in this Plan Agreement?**

Certain capitalized words and phrases and non-capitalized other terms used in this Plan Agreement are defined in the Definitions Appendix located at the end of this Plan Agreement. Please see the Definitions Appendix for those definitions.

## **2. What Coverage is Provided by this Plan Agreement?**

Coverage under this Plan Agreement is available when a Covered Item located at the Covered Home experiences a Covered Breakdown during the Plan Agreement Term, subject to the Initial Coverage Waiting Period and any applicable limits and exclusions listed in this Plan Agreement. Unless otherwise stated in this Plan Agreement, the Covered Breakdown must occur during the Plan Agreement Term and after the Initial Coverage Waiting Period. To the extent you may have non-covered costs associated with your Service Request, you will be required to pay those costs directly to the Service Contractor.

## **3. What qualifies as a Covered Home?**

The Covered Home is the real property located at the Covered Home Address of the Covered Home Type, each as identified in the Plan Summary, provided the principal building structure is used as a single family residential home (including any fully enclosed detached garage) and:

- (a) is 10,000 square feet or less (including any basement square footage);
- (b) is primarily used for residential purposes; and
- (c) includes other structures located on the property, such as guest houses (up to 750 square feet) and multiple residential units, if identified in the Plan Summary.

If the principal building structure contains multiple residential units, each of which is used as a single-family residence, the Covered Home Address in the Plan Summary must identify the specific unit(s) for the unit to be a Covered Home, and the unit must be 5,000 square feet or less.

## **4. What are Covered Breakdowns?**

During the Plan Agreement Term, Covered Breakdowns are Breakdowns that are due to the following Covered Causes:

- A. Normal Wear and Tear;
- B. Improper installations or repairs (other than Mismatched HVAC Systems) that were not known or reasonably detectable by you;
- C. Insufficient maintenance of the Covered Item(s);
- D. Rust, corrosion, or sediment; or
- E. Mismatched HVAC Systems that were existing in or on your Covered Home prior to the start date of the Plan Agreement Term.

## **5. What are your Covered Items?**

Your Covered Items are listed in your Plan Summary and are more specifically identified and described below. **The coverage provided by this Plan Agreement is subject to certain limitations and exclusions, including but not limited to the: the Initial Coverage Waiting Period, Repair Maximum, Payout Amount, Post Payout Repair Limitation, Aggregate Payout Amount, and any applicable general limitation or exclusion.** With the exception of the Covered Items listed in the Additional Coverage Options section, if you have multiple units of a Covered Item, each individual unit is eligible for repair and to receive one Payout Amount in a rolling twelve (12) month period, subject to the Aggregate Payout Amount. **Please note that unless an item, system, or component (including any parts) of a Covered Item is specifically identified in the Plan Summary as covered by this Plan Agreement, it is not covered. The items identified in the "What is Not Covered" section is not a fully exhaustive list of non-covered items, systems, or units (including components and parts) under your Plan Agreement.**

The following coverage applies to each separately-listed Covered Item identified under that category. Please note we will only provide coverage for access to a Covered Item through one layer of unobstructed sheetrock, and return such access opening to a Rough Finish.

## A. APPLIANCES

Covered Item	What is Covered	What is Not Covered
Washers	All parts and components of clothing washers.	<b>Accessories such as stands and drawers.</b>
Dryers	All parts and components of clothing dryers.	<b>Accessories such as stands and drawers.</b>
Dishwashers	All parts and components of installed dishwashers.	Not applicable.
Built-in Microwave Ovens	All parts and components.	Not applicable.
Built-in Kitchen Exhaust Fans	All parts and components.	Not applicable.
Ranges, Ovens, and Cooktops	All parts and components of installed ranges, installed ovens, and installed cooktops.	Not applicable.
Refrigerators	All parts and components including in-refrigerator icemaker.	<b>(i) Freestanding freezers; (ii) Freestanding icemakers; (iii) Freestanding miniature refrigerators; and (iv) Specialty Built-in Refrigerators: wine-chillers, kegerators, and drawer refrigerators.</b>

## B. SYSTEMS

### Electrical Category

Covered Item	What is Covered	What is Not Covered
Outlets	All parts and components.	Not applicable.
Doorbell Units	All parts and components of a hard-wired doorbell unit.	<b>Any doorbell that is part of an intercom, video monitoring, or security system</b>
Switches	All parts and components.	Not applicable.
Ceiling Fans	All parts and components.	Not applicable.

<b>Built-in Exhaust Fans</b>	All parts and components for all built- in exhaust, bathroom, attic, and whole house fans.	Not applicable.
<b>Other Electrical Components: Lines, Wiring, Breaker Box, and Panel</b>	Hard-wired electrical lines, wiring, breaker box, and electrical panel that provide electrical power to the Covered Home.	<p><b>(i) Audio, video, computer, intercom, alarm or security wiring or cable;</b></p> <p><b>(ii) Meter boxes</b></p> <p><b>(iii) Electrical panel boxes that provide electrical power to items or structures located outside the main foundation of the Covered Home; and</b></p> <p><b>(iv) Direct current (D.C.) wiring or components and/or low voltage systems.</b></p>
<b>Plumbing Category</b>		
<b>Covered Item</b>	<b>What is Covered</b>	<b>What is Not Covered</b>
<b>Water Heater Units</b>	All components and parts, including expansion tanks.	Not applicable.
<b>Garbage Disposals</b>	All parts and components.	Not applicable.
<b>Toilets</b>	All parts and components.	<b>Toilet seat and lid.</b>
<b>Faucets and Hose Bibs</b>	All parts and components.	Not applicable.
<b>Shower Heads</b>	All parts and components.	Not applicable.
<b>Pressure Regulators</b>	All parts and components.	Not applicable.
<b>Built-in Jetted Tub Motors, Pumps, and Air Switch Assemblies</b>	All parts and components.	<b>Jetted tub, jets, and lines connecting jets to the jet pump.</b>
<b>Plumbing Stoppages</b>	<p>(a) Clearing of sink, bathtub, laundry and toilet stoppages;</p> <p>(b) Clearing of stoppages of mainline drain or sewer system lines from existing access or clean-out without excavation up to 100 feet from the access point; and</p> <p>(c) Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.</p>	<p><b>(i) Location of existing access clean- outs; installation of clean-outs; and/ or any stoppage that can only be accessed through an inaccessible location, such as roof vents and stoppages that can only be accessed by pulling the toilet;</b></p> <p><b>(ii) Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the Covered Home; and</b></p> <p><b>(iii) Stoppages due to roots, lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the Covered Home.</b></p>

<p><b>Other Plumbing Components: Water Lines, Gas Lines, Drain Lines, Drains, Valves, Sewage Ejector Pump, Permanently Installed Sump Pump</b></p>	<p>(a) Leaks or breakages of water, gas, or drains connected to sewer or septic systems, waste or plumbing waste vent lines and pipes that are located within the Covered Home;</p> <p>(b) All parts and components of valves,</p> <p>(c) permanently installed Sewage Ejector Pump,</p> <p>(d) and permanently installed ground water only sump pumps (including battery if exclusively used for the sump pump).</p>	<p><b>(i) Bathtubs; sinks; bidets; shower enclosures and base pans;</b></p> <p><b>(ii) caulking/grouting not related to a Covered Breakdown;</b></p> <p><b>(iii) Septic tanks; water softener/ filtration/purification systems; water holding/storage tanks; saunas/steam rooms;</b></p> <p><b>(iv) Flow restrictions in freshwater lines; fire suppression or exterior sprinkler systems; and</b></p> <p><b>(v) Septic system sewage ejector pumps located outside the main foundation of the Covered Home.</b></p>
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<p><b>Garage Door Category</b></p>		
<p><b>Covered Item</b></p>	<p><b>What is Covered</b></p>	<p><b>What is Not Covered</b></p>
<p><b>Garage Door Openers</b></p>	<p>All parts and components of the electrically powered garage door opener, including extension and torsion springs</p>	<p><b>Any other part of the garage door system, including garage doors and garage door track assemblies (including the rollers, tracks, and guides).</b></p>

**C. ADDITIONAL COVERAGE OPTIONS**

**Please Note: Other than for Heating & Air Condition Systems, each Additional Coverage Option listed below has a Payout Amount of \$500. The Payout Amount for the Covered Items listed below is in addition to the Aggregate Payout Amount identified in the Plan Summary. Regardless of the number of Covered Items listed below that may be present at the Covered Home, we will only provide coverage for one Covered Item.**

**Each Heating & Air Conditioning System has a Payout Amount of \$1,000. You are eligible to receive one (1) Payout Amount of \$1,000 on each HVAC System(s) in a rolling twelve (12) month period, beginning on the date you filed your first covered HVAC Service Request, subject to the HVAC Aggregate Payout Amount. The Payout Amount for each HVAC System, subject to the HVAC Aggregate Payout Amount, is in addition to the Aggregate Payout Amount identified in the Plan Summary.**

<p><b>Covered Item</b></p>	<p><b>What is Covered</b></p>	<p><b>What is Not Covered</b></p>
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<p><b>Heating &amp; Air Conditioning Systems (HVAC)</b></p>	<p>(a) All parts and components of permanently installed heating and air conditioning systems, including thermostats and the condensation line, of the following types of systems: ducted central and electric split and package units, geothermal, evaporative coolers, wall air conditioners; wall heaters, and mini-splits; and</p> <p>(b) Leaks or breaks in ductwork connected to heating and air conditioning system including leaks or breaks in vapor barriers, plenums, dampers, damper-only controls, registers, and grills.</p>	<p><b>Window or portable heating or air conditioning units; standalone electronic air cleaners; and standalone humidifiers.</b></p>
<p><b>Roof Leak Repair</b></p>	<p>Roof leaks, including those caused by normal freezing and thawing cycles.</p>	<p><b>(i) Roof leaks of condominium roofs, townhome roofs, and multi-residential roofs;</b></p> <p><b>(ii) Roof leaks of metal roofs, partial or full green (eco) roofs;</b></p> <p><b>(iii) The following items and leaks caused by or associated with: (1) items penetrating the roof (such as skylights, chimneys, and vents), (2) roof - mounted installations (such as solar panels); and (3) gutters and downspouts.</b></p>
<p><b>Pool &amp; Built-In Spa Equipment</b></p>	<p>Above ground, accessible, and operationally necessary components and parts of the heating, pumping, and filtration system including pool sweep motor and pump, pump motor, plumbing pipes and wiring, and saltwater cell and circuit board.</p>	<p><b>(i) Underground pipes; lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;</b></p> <p><b>(ii) pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment, including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers;</b></p> <p><b>(iii) disposable filtration mediums; saltwater generators and components; heat pump; and</b></p> <p><b>(iv) self-contained portable spas. Both pool and spa are covered if they share equipment. If the pool and spa do not share common equipment and have separate pump and filtration systems then only one or the other is covered.</b></p>

## **6. What are the general limitations and exclusions that apply to your coverage?**

To the extent the following general limitations and exclusions apply, no coverage for a Covered Item due to a Covered Breakdown will be provided even if the Covered Item is listed in this Plan Agreement:

**A. Costs of Construction.** Other than Covered Modifications and restoring access openings to a Rough Finish, we will not pay for the costs of construction, carpentry, restoration, or any other Modifications or structural modification(s) to non-Covered Items in the Covered Home necessary to repair a Covered Item.

**B. Commercial Use Limitation.** Other than a Covered Home rented for residential use, if you use any portion of your Covered Home for commercial purposes in which the public is invited on or into your Covered Home, any Covered Items located in that portion of your Covered Home are not covered. Also, if commercial use of your Covered Home causes a Covered Item to experience a Covered Breakdown (even if located in a portion of the Covered Home not used for commercial purposes), the Covered Breakdown is not covered.

**C. Shared Items and Systems Limitation.** If the Covered Home is identified as a multi-residential building on your Plan Summary, shared systems, items, and appliances are not covered unless: (i) all units in the multi-residential property are identified as part of the Covered Home as stated in the Plan Summary; or (ii) each unit is covered by its own home service plan agreement with us which provides the same coverage for the shared system as this Plan Agreement.

**D. Secondary Costs Limitation.** Other than the repair of the Covered Item, we are not responsible for, and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related costs or damages resulting from the Breakdown or Covered Breakdown of any Covered Item, including but not limited to food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.

**E. Service Limitation.** We are not responsible for and will not pay or otherwise reimburse you for special, secondary, incidental, indirect, consequential, exemplary, or other related damages resulting from a Service Contractor's delay of less than 30 days in providing, or failing to provide, repair of such Covered Item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.

**F. Cosmetic Damage Exclusion.** We will not repair cosmetic defects or damage to Covered Items that do not also cause a Covered Breakdown.

**G. Misuse or Accidental Acts Exclusion.** Breakdowns that occur due to abuse, misuse, hacking, or vandalism, including, but not limited to the removal of parts from the Covered Item, and physical damage caused by people, pests, or pets, are not covered.

**H. Acts of God Exclusion.** Breakdowns that occur, delays in service, or the failure to provide service, that are caused by the following are not covered: environmental events, such as lightning, mud, earthquake, storms, wind, ice, fire, and freezing, flood; water damage; war; terrorism; civil unrest; electrical failure or surge; excessive or inadequate water pressure; government restrictions or shutdowns; labor shortages, labor or factory stoppages, or strike; supply chain disruptions; public health emergencies including pandemics and epidemics, or other conditions beyond our reasonable control.

**I. Known Pre-existing Breakdown Exclusion.** Other than Mismatched HVAC Systems, Breakdowns that were existing prior to the start date of this Plan Agreement, or in the case of a Covered Item a Breakdown that existed prior to the installation of the Covered Item in your Covered Home, that were either known by you or were reasonably detectable by you, are not covered.

**J. Flues, Chimneys, Fireplaces, and Exhaust Line Exclusion.** Flues, venting, vents (including dryer vents), chimneys, fireplaces or exhaust lines that are connected to a Covered Item are not covered.

**K. Special System Exclusion.** Radon mitigation systems; gas, smoke, or leak detection or monitoring systems; and fire sprinkler systems are not covered.

**L. Power and Fuel Source Exclusion.** The underlying sources of power generation (including electrical and alternative energy sources, such as solar power systems, and those components necessary to convert or otherwise utilize alternative energy (including solar power) in the Covered Home or fuel or associated fuel storage tanks for a Covered Item, or items that are designed to be powered by alternative energy sources, are not covered.

**M. Other Insurance or Warranty Exclusion.** Covered Breakdowns that are covered by a manufacturer, distributor, builder, or any other third-party warranty or extended warranty or insurance are not covered.

**N. Manufacturer or Government Recall Exclusion.** Any Covered Item that has been determined to be defective by any government entity or for which a manufacturer or distributor has issued a warning, service bulletin, recall, or otherwise determined the Covered Item is defective is not covered until such defect has been remedied by the manufacturer or distributor.

**O. Hazardous Materials Exclusion.** Unless otherwise expressly stated in this Plan Agreement, any repair or replacement costs that involve, remediate, or are related to hazardous or toxic materials, waste, mold, mildew, bio-organic growth, rot, fungus, or similar conditions are not covered.

**P. Internet and Wireless Connectivity Exclusion.** This Plan Agreement does not cover Internet/wireless connectivity of Covered Items.

**Q. Outdoor Kitchens Exclusion.** Outdoor kitchens and associated items are not covered by this Plan Agreement.

## **7. What do you need to do to get service?**

### **A. Let Frontdoor know what's wrong.**

1. Contact Frontdoor as soon as you discover a Breakdown of your Covered Item to file your Service Request by opening your Frontdoor Mobile Application, available twenty-four (24) hours a day, seven (7) days a week. You may also call Frontdoor at [\(833\) 401 3837](tel:8334013837).
2. To help Frontdoor better serve you, please be prepared to provide information about the Covered Item, such as a description of what's wrong, and any information you have about the Covered Item such as the brand, model number, serial number, location and age. Frontdoor may request that you provide this information via interactive video or other digital means.
3. Make sure to review this Plan Agreement to understand your rights and obligations, and how service will be provided.

**B. Pay your Service Fee.** The amount of your Service Fee is stated in the Plan Summary. You will be required to pay your Service Fee to Frontdoor prior to any service being initiated with respect to a Service Request under your Plan.

**C. Schedule Your Service Appointment.** Once you have paid your Service Fee, Frontdoor will initiate the process to diagnose the Breakdown of your Covered Item by contacting a service provider within forty-eight (48) hours to schedule the diagnosis appointment under normal circumstances. The diagnosis may occur via an interactive video with a Service Provider or Frontdoor, or Frontdoor may send a Service Provider onsite to the Covered Home. The diagnosis appointment will be scheduled at a mutually convenient time during normal weekday business hours (Monday – Friday, 8:00AM – 5:00 PM). You agree to make yourself reasonably available during normal business hours for services under this Plan Agreement to be provided. If you request an appointment with a Service Provider outside of normal business hours, on a holiday, or on an expedited basis and the Service Provider can accommodate such request, you will be responsible for the payment of any additional fees that the Service Provider may charge for the appointment occurring outside of normal business hours or on an expedited basis. **If you use a service provider or other repair person not authorized by us without prior express written approval, we will not provide any reimbursement for any costs you may incur relating to the use of such service contractor or repair person, regardless if it pertains to a Covered Breakdown of a Covered Item, nor will we provide you with a Payout Amount.**

**D. Coverage Decision.** Frontdoor will review the diagnosis when Frontdoor receives the necessary information from the Service Provider. If we determine that a Covered Breakdown has occurred, we will authorize a Service Provider to proceed with the repair as provided in this Plan Agreement or provide you with the Payout Amount. Some repairs may require multiple appointments with the Service Provider, which will be scheduled at a mutually convenient time during normal business hours. Please review “Your Obligations” with respect to any Covered Breakdown.

## **8. How is service provided?**

Subject to the terms and conditions of this Plan Agreement, we will repair the parts and components of any Covered Items that are part of the Covered Home, if a Covered Breakdown occurs on or after the Initial Plan Agreement Effective Date stated in your Plan Summary and while this Plan Agreement is in effect (including any renewal term(s)) up to the Repair Maximum, and subject to the Post Payout Repair Limitation and the Aggregate Payout Amount.



**In addition, we will repair your Covered Item for a Covered Breakdown unless the cost of the repair is more than the Repair Maximum, or if we determine, in our sole discretion, that the Covered Item is not repairable (for reasons including without limitation repair timing considerations, backordered or availability of parts, Service Provider availability, the need for special equipment, access difficulties, and the age of the Covered Item), you are eligible for the Payout Amount subject to the Aggregate Payout Amount and other limitations in this Plan Agreement.**

For purposes of this Plan Agreement, repair of the Covered Item consists of the steps necessary for and costs (including labor) associated with: (i) accessing the Covered Item; (ii) diagnosis of the Breakdown; (iii) repair of the Covered Item (including Covered Modifications); (iv) returning any access opening to a Rough Finish; and (v) any permits or testing required by Applicable Law. We will only authorize repairs of Covered Items that can be made in accordance with Applicable Law. Please note that neither we nor Frontdoor are a service provider, and do not perform repairs. Instead, we utilize a qualified network of independent Service Providers to perform repairs.

**A. Type of Repair.** When repairing your Covered Item, we will use reasonable efforts to repair the Covered Item (or any parts or components thereof). We reserve the right to: (i) use rebuilt parts; (ii) determine which repairs are necessary; and (iii) use an alternative refrigerant which has been approved by the Environmental Protection Agency (“EPA”) for use in your Covered Item, when the refrigerant in your Covered Item is no longer readily available in the Covered Home’s location or area. In addition, there may be some limited circumstances where we elect to replace, instead of repair, your Covered Item if the replacement Covered Item is equal to or less than the Repair Maximum. If we elect to complete the repair of your Covered Item by providing you with a replacement, such replacement will be of builder grade quality, and there is no guarantee nor are we under any obligation to provide a replacement that is of the same brand, make, color, finish, or model of your Covered Item.

**B. Removal of Covered Item.** When we repair a Covered Item, we will use reasonable efforts to dismantle and remove the Covered Item for repair (if necessary) and, where applicable, recapture, reclaim, and/or dispose of refrigerant.

**C. Time to Complete a Repair.** Our ability to diagnose and repair your Covered Item may be impacted by events outside of our control, such as supply chain shortages impacting parts or item availability, labor shortages, and extreme weather events that create an increased demand for certain repair services. Because of these outside factors, we cannot guarantee that your Service Request will be completed within a certain period of time.

**D. Workmanship Guarantee.** Repairs performed on a Covered Item have a [thirty (30) day] workmanship guarantee, in addition to any applicable manufacturer’s warranty that may be included with any replacement parts that may be provided as part of the repair. If a particular repair performed pursuant to this Plan Agreement fails within thirty (30) days after completion, Frontdoor will send a Service Provider to correct the Breakdown and you will not be charged an additional Service Fee. Frontdoor will determine whether the Service Provider is the same Service Provider who performed the original repair. If you are provided with the Payout Amount instead of repairing the Covered Item, this Workmanship Guarantee does not apply to any repairs performed to the Covered Item that you elect to have performed after you receive the Payout Amount.

**E. Requesting a Second Opinion of a Breakdown Diagnosis.** If you have been informed that your Service Request includes a Breakdown that is not a Covered Breakdown, you have the right to request a second opinion within seven (7) days from the date you were informed of the coverage decision. You will be required to pay an additional Service Fee to Frontdoor at the time you request the Second Opinion. If an alternative Service Provider is reasonably available, Frontdoor will assign an alternative Service Provider to provide the second opinion. In addition, we reserve the right to request a second opinion at our cost. Upon receipt of the second opinion, we will determine, in accordance with this Plan Agreement, whether a Covered Breakdown has occurred. If you requested the second opinion and we determine that the second opinion is different from the original diagnosis and the Breakdown is a Covered Breakdown, Frontdoor will refund you the amount of the additional Service Fee.

**F. Payout Amount.** If we cannot repair your Covered Item within the Repair Maximum, or your Covered Item cannot be repaired as determined by us in our sole and absolute discretion (for reasons including without limitation repair timing considerations, backordered or availability of parts, Service Contractor availability, the need for special equipment, access difficulties, and the age of the Covered Item), Frontdoor will refund your Service Fee and provide you with the Payout Amount you can use towards the repair or the replacement of your Covered Item, subject to the Aggregate Payout Amount. Frontdoor will pay you no later than thirty (30) days after we provide you with notice that you will receive the Payout Amount and you have provided Frontdoor with all necessary information needed to initiate payment. Frontdoor may issue and you agree to accept the Payout Amount via electronic funds transfer or check, in our discretion. Frontdoor will refund the Service Fee to the original payment method you used to pay the Service Fee or check, in our discretion. Once you receive the Payout Amount, the Covered Item is subject to the Post Payout Repair Limitation.

**G. Aggregate Payout Amount.** If you reach the Aggregate Payout Amount, you will no longer be eligible to receive a Payout Amount until the aggregate Payout Amounts paid for covered Service Requests during any rolling twelve (12) month period, as measured by the date you filed your first covered Service Request, during the applicable period are less than the Aggregate Payout Amount for that rolling twelve (12) month period. During this time period, you will still be eligible to submit a Service Request for a Covered Item(s), subject to the Repair Maximum and the Post Payout Repair Limitation. If the repair of your Covered Item will exceed the Repair Maximum or cannot be repaired as determined by us in our sole discretion as described in this Plan Agreement, you will be responsible for any costs necessary to complete the repair or replacement of your Covered Item. In order to continue to receive coverage on the Covered Item during the Plan Agreement Term, you may be required to provide Frontdoor with proof of repair or replacement upon our request. Payout Amounts received for Additional Covered Options Covered Items are not included in the calculation of the Aggregate Payout Amount.

## **9. Are there additional benefits and maintenance services?**

You may be eligible to receive or otherwise have access to additional services and benefits, including certain maintenance services, beyond those specified in this Plan Agreement that may be provided by third party organizations and our affiliates. In such cases, you may receive notification of the availability of one or more of these additional services and benefits and related communications via any of the communication methods identified in this Plan Agreement. Each of those services may be governed by their own separate terms and conditions that you may be required to agree to prior to the provision of such service or benefit. You may be charged an additional service fee for such services if you elect to use such services.

## **10. What are your obligations under this Plan Agreement?**

**A. Be Current on all Plan Fees.** In order to receive the benefits of your Plan and this Plan Agreement, you must be current on all required payments – including the Plan Price, and any Service Fees that you may have incurred. We will not provide service under this Plan Agreement if any required payments are past due.

**B. Provide Required Information.** You may be asked for additional information in order to complete your Service Request. This may include confirmation of your information listed in the Plan Summary, a copy of your home inspection report, proof of repair, receipts or invoices, or any other information we reasonably determine will assist us in evaluating eligibility and coverage under this Plan Agreement. It is important that you provide Frontdoor with this information as soon as possible, and in any event no later than thirty (30) days from the date we request such information. Failure to provide the information Frontdoor requests within thirty (30) days of the date of the request will result in the cancellation of your Service Request, and if your Plan Agreement subsequently expires, you will not be entitled to any coverage under the Plan Agreement for that Service Request.

**C. Timely Submit Your Service Request.** You must file your Service Request during the Plan Agreement Term. Any Service Request filed after the Plan Agreement Term will be denied, regardless of when the Covered Breakdown occurred.

**D. Update Your Contact Information.** Keep your contact information, and that of your Authorized Representatives, current and up to date. You can update your information via the Frontdoor mobile application, under Account Information.

**E. Be Respectful.** Treat our representatives and Service Providers with respect. We know that requesting service can be stressful, but if you or anyone interacting with us on your behalf are verbally abusive or threaten the safety, well-being, or property of us, Frontdoor, our employees or other representatives, or our Service Contractors, or if you fail to provide a reasonably safe environment for services to be performed, we may cancel your Plan in accordance with the terms of this Plan Agreement and Applicable Law.

## **11. What payments are required of you?**

**A. Plan Price.** Your Plan Price is due and payable as stated in your Plan Summary, unless we have otherwise provided you with a different price in writing. After the Initial Plan Agreement Term, the Plan Price is paid on a monthly basis.

**B. Service Fee.** The non-refundable Service Fee is due and payable to Frontdoor when you file a Service Request. Please note, the Service Fee will not be refunded even if the Breakdown at issue is not covered by this Plan Agreement.

**C. Additional Costs.** There may be additional costs, including shipping, restocking, and cancellation administrative fees if stated in this Plan Agreement.

**D. Non-Covered Costs.** To the extent you may have non-covered costs associated with your Service Request or we do not complete a repair and instead pay you the Payout Amount, you will be required to pay those amounts directly to the Service Provider or service provider of your choice.

**E. Payment.** You authorize us, or third-party payment processors that we may use, to charge, collect, and process payments for fees you incur pursuant to this Plan Agreement to the credit card, debit card, or other approved method of payment you provided to us. Depending on the Plan Price payment method you selected, you may be charged a one-time fee or on a monthly recurring basis. To the extent you receive a replacement credit card, debit card, or other approved method of payment from your financial institution, you authorize us to receive and use such updated replacement information provided by your financial institution. Cancelling or otherwise changing your payment information without informing us will not cancel this Plan Agreement. In addition, depending on the type of payment method you use, there may be additional terms and conditions associated with that particular payment method that you will need to agree to prior to your use of that payment method.

## **12. How long is your Plan Agreement in effect?**

**A. Initial Plan Agreement Term.** The initial term of this Plan Agreement begins on the Initial Plan Agreement Effective Date indicated on the Plan Summary and continues for a period of twelve (12) months, subject to the cancellation and non-renewal provisions of this Plan Agreement. Please note that coverage under your Plan does not begin until the expiration of the Initial Coverage Waiting Period stated in your Plan Summary, which may be different than your Initial Term Plan Agreement Effective Date.

**B. Renewal.** This Plan Agreement will automatically renew on the Plan Agreement Renewal Date for the Plan Agreement Renewal Term stated in your Plan Summary provided that we have received payment of your Plan Price, unless we or you elect to non-renew your Plan Agreement in accordance with the provisions of this Plan Agreement. At least thirty (30) days in advance of the Plan Agreement Renewal Date, or as otherwise required by Applicable Law, we will provide you notice of any change to the Plan Price of your Plan Agreement, and any material changes to the terms and conditions of your Plan Agreement, if any. If you do not contact us at least three (3) days prior to the Plan Agreement Renewal Date and cancel your Plan your Plan Agreement will automatically renew and we will charge the payment method we have on file for you.

**C. Non-Renewal.** We reserve the right, in our sole discretion, not to renew your Plan Agreement. If we elect to non-renew your Plan Agreement, we will provide you with notice of such non-renewal at least thirty (30) days in advance of the date this Plan Agreement will terminate, or as otherwise required by Applicable Law. You may also provide us notice of your non-renewal of your Plan Agreement at least three (3) days in advance of the Plan Agreement Renewal Date.

## **13. How can your Plan be cancelled?**

**A. Your right to cancel.** You may cancel your Plan Agreement at any time for any reason. If you cancel this Plan Agreement, such cancellation will be effective immediately. You may cancel this Plan Agreement by visiting the “my membership plan” section in the Frontdoor mobile application.

**B. Provider’s right to cancel.** We may cancel your Plan Agreement or discontinue providing coverage under your Plan for the following reasons:

1. Your failure to pay the required Plan Price when due;
2. Your failure to pay any contract fees when due;
3. Upon discovering fraud or misrepresentation of facts material to the issuance of this Plan Agreement; or
4. After the expiration of the Initial Plan Agreement Term, we may also cancel this Plan Agreement for breach of this Plan Agreement by you or your Authorized Representative If we provide you with an opportunity to cure the breach, any cure must be to our reasonable satisfaction.

**C. Notice of Cancellation.** If we cancel this Plan Agreement, we will provide you with notice of cancellation and the reason for such cancellation at least fifteen (15) days prior to the stated effective date of the cancellation. We will send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you.

**D. Refunds or Amounts Owed due to Cancellation of this Plan Agreement.**

1. Cancellation by you or us within the first thirty (30) days of the Initial Plan Agreement Term.

- a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee.
- b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any services (including the payment of any Payout Amount) we have provided in connection with a covered Service Request. In addition, if the cost of services (including the payment of any Payout Amount) we have provided in connection with your covered Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of services (including the payment of any Payout Amount) we have provided in connection with your covered Service Request minus the portion of the Plan Price you have paid, or (ii) your initial annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee.
- c. An additional 10% will be added to any outstanding refund amount that is not provided to you within forty-five (45) days after you cancel this Plan Agreement.

2. Cancellation by you or us after the first thirty (30) days and during the Initial Plan Agreement Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any services (including the payment of any Payout Amount) we have provided in connection with a covered Service Request plus an applicable administrative fee. If the cost of services (including the payment of any Payout Amount) we have provided in connection with your covered Service Request are more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of services (including the payment of any Payout Amount) we have provided in connection with your covered 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 \$50.00, and only applies if you cancel this Plan Agreement.

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 services (including the payment of any Payout Amount) we have provided in connection with a covered Service Request.

**14. 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 on the Frontdoor mobile application. 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 YOU AND US TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.**

Any dispute or claim relating in any way to this Plan Agreement 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. In addition, the Federal Arbitration Act and federal arbitration law applies to this Plan Agreement.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (the “AAA’s Rules”). The AAA’s Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the

claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration 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.

You and we each agree that any dispute resolution proceedings 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. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial.

**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 CONSOLIDATED OR REPRESENTATIVE ACTION.**

**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.

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

**A. Current Plan Agreement.** You may be provided with the initial Plan Agreement electronically. The current Plan Agreement in effect is always available in the Frontdoor mobile application. 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 in the Frontdoor mobile application. To request a paper copy of the Plan Agreement in effect on the date of your request, please contact us via the Frontdoor mobile application. We will provide the paper copy of your Plan Agreement to you free of charge.

**B. Notice of Plan Agreement Changes.** We will provide you with thirty (30) days advance notice in writing of 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.

## **16. What else do I need to know? General Legal Provisions.**

**A. Plan Administration.** This Plan Agreement is administered by Frontdoor Premium, Inc. Frontdoor is the entity responsible for administering the benefits of this Plan Agreement. Frontdoor's contact information is as follows: 3400 Players Club Parkway, Suite 300, Memphis, TN 38125.

**B. Provider Information.** American Home Shield of California, Inc. is the provider of this Plan Agreement. The Provider's contact information is as follows: 3400 Players Club Parkway, Suite 300, Memphis, TN 38125.

**C. Full Faith and Credit.** Our obligations under this Plan Agreement are backed by the full faith and credit of the Provider and are not guaranteed under a service contract reimbursement insurance policy. **THIS IS NOT A CONTRACT OF INSURANCE.**

**D. Transfer of this Plan Agreement.** This Plan Agreement provides coverage for the Covered Home listed in the Plan Summary. If ownership of the Covered Home changes during the term of this Plan Agreement, you must contact us via the chat function in the Frontdoor mobile application to transfer this Plan Agreement to the new owner of the Covered Home within thirty (30) days from the date the ownership of the Covered Home transfers.

**E. Governing Law.** This Plan Agreement is governed by the law of the state where the Covered Home is located.

**F. How We'll Communicate with You.** We may communicate with you via letter mailed to the last mailing address provided by you to us, by email, mobile phone text message, or via your Plan Summary. We may also post messages via your online Customer Portal and mobile application. By entering into this Plan Agreement, you expressly agree to such communication methods. All communications will be in English unless otherwise required by Applicable Law.

**G. Authorized Representatives.** You may designate Authorized Representatives to communicate with us on your behalf regarding a Covered Home or Service Request, provided such individuals are eighteen (18) or older. You must provide us with such designation in writing, or as otherwise directed by us.

**H. Privacy Policy.** As part of the services provided to you by the Plan Agreement, we may collect, use and disclose personal information about you for the purposes of establishing, managing, and maintaining our relationship with you in accordance with our Privacy Policy, available at [frontdoor.com/privacy-policy](https://frontdoor.com/privacy-policy). Your information may be shared with our Service Contractors and other third parties as explained in our Privacy Policy.

**17. INTENTIONALLY OMITTED.**

**18. Definitions Appendix**

Definition	
Aggregate Payout Amount	the maximum Payout Amount we will pay for all covered Service Requests during any rolling twelve (12) month period, beginning on the date you file your first covered Service Request in such rolling twelve (12) month period which receives a Payout.
Applicable Law	the applicable laws, rules, regulations, ordinances, and codes that apply to your Plan Agreement.
Authorized Representatives	the persons authorized by you to file a Service Request or communicate with us on your behalf.
Breakdown	the electrical or mechanical failure of the Covered Item to operate as designed when installed and used in accordance with the applicable manufacturer’s instructions and Applicable Law.
Covered Breakdown	a Breakdown of a Covered Item due to a Covered Cause.
Covered Cause	the cause of the Breakdown we will cover as identified in this Plan Agreement.
Covered Home	the real property at the Covered Home address and as provided by this Plan Agreement.
Covered Item(s)	<p>the items, systems, and units (including parts and components) specified in your Plan Summary that are designed for residential use by applicable manufacturer specifications and either:</p> <p>(i) Installed within structural walls, on or above the main foundation, and under the roof of the Covered Home; or</p> <p>(ii) Is one of the following items that is manufactured for outdoor use or otherwise located in a structure that fully protects it from weather elements: air conditioning system, heating system, electrical panel, water heater unit, cleanout, pressure regulator, sewage ejector pump, or pool and spa equipment.</p>
Covered Modification	any necessary non-structural alteration, upgrade or replacement, that in order to complete the repair of the Covered Item for the Covered Breakdown, must be made to a separate Covered Item that has not experienced a Covered Breakdown.
Frontdoor	is Frontdoor Premium, Inc., the administrator of this Plan Agreement.
HVAC Aggregate Payout Amount	the maximum Payout Amount we will pay for all covered HVAC Service Requests during any rolling twelve (12) month period, beginning on the date you file your first covered HVAC Service Request in such rolling twelve (12) month period which receives a Payout.
Installed, Built-In, or Permanently Installed	an item that is intended by the manufacturer to be installed, attached or integrated into another item (such as in a different appliance, wall, countertop, or cabinetry) and is not designed or intended to be freestanding or regularly moveable.
Member, you, or your	the party to this Plan Agreement who either owns the Covered Home or has the authority to direct repairs of Covered Items located within the Covered Home.
Mismatched HVAC System	a Covered Heating and Air Conditioning System where the components of the Covered Item do not match as required by the applicable manufacturer’s instructions or Applicable Law.

Modification	any necessary non-structural alteration, upgrade or replacement that, in order to complete the repair of the Covered Item for the Covered Breakdown, must be made to: (i) the area of your Covered Home in which the repair must be made, (ii) a separate item or Covered Item in the Covered Home that has not otherwise experienced a Breakdown; or (iii) any required connections to the Covered Item.
Normal Wear and Tear	the expected and natural deterioration of the Covered Item that occurs over time when used in a normal and expected manner when the Covered Item is used for residential purposes.
Payout Amount	the amount we will provide you if we cannot repair your Covered Item for the cost of the applicable Repair Maximum or as otherwise determined by us.
Plan Agreement	this Frontdoor Premium Home Service Plan Agreement.
Plan Agreement Term	the applicable term of your Plan Agreement as described in the Plan Summary.
Post Payout Repair Limitation	the twelve (12) month period where we will not perform repairs on the Covered Item if we provide you with a Payout Amount for that Covered Item. The twelve (12) month period begins on the date you filed the applicable Service Request.
Provider, we, us or our	the provider of the Plan as identified in this Plan Agreement.
Repair Maximum	the maximum amount we will pay a Service Contractor to repair any Covered Item per Service Request for a Covered Breakdown.
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.
Service Fee	the non-refundable fee collected at the time you file a Service Request to diagnose the Covered Item, unless otherwise stated in this Plan Agreement.
Service Provider	the independent repair services provider authorized by us to perform services under this Plan Agreement.
Service Request	any request for service you place with us under your Plan.